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**STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD**

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In the Matter of)	
Fact-Finding Between:)	
)	
CANTON POLICE PATROLMEN'S)	
ASSOCIATION PARK POLICE,)	
LOCAL 98/I.U.P.A., AFL - CIO)	Case Nos. 97-MED-02-0157
)	
-and-)	Jonathan I. Klein,
)	Fact-Finder
)	
CITY OF CANTON)	
)	
)	

STATE EMPLOYMENT RELATIONS BOARD
JUN 2 11 06 AM '97

**FACT-FINDING REPORT
and
RECOMMENDATIONS**

Appearances

For Union:

Larry S. Pollak, Esq.
Daniel L. Heaton, CPPA Pres.
Francis R. Thristino, Park Patrolman

For Employer:

Joseph Martuccio, Esq.
Douglas Perry, Director -
Canton Park System

Date of Issuance: May 29, 1997

I. INTRODUCTION

This matter came on for hearing on April 17, 1997, before Jonathan I. Klein, appointed as fact-finder pursuant to Ohio Rev. Code Section 4117.14, and Ohio Admin. Code Section 4117-9-05, on March 26, 1997. The parties mutually agreed to extend the statutory deadline for issuance of the fact-finder's report and recommendations to and including May 29, 1997.

The hearing was scheduled between the City of Canton ("City"), and Canton Police Patrolmen's Association (Park Police), Local 98/I.U.P.A., AFL-CIO ("Union"), in the City Council Caucus Room, Canton, Ohio. The parties met prior to the fact-finding hearing in an effort to resolve their differences, but despite such efforts the parties remained at impasse on the following issues: residency, wages, vacations and flex time.

The negotiations leading up to the present impasse concern the terms of the initial collective bargaining agreement for a bargaining unit consisting of a single park police officer position. Francis R. Thristino currently occupies this position. The park police officer is hired by the Canton Board of Park Commissioners, a three-member board appointed by the mayor of the City. The park department is funded by the City and is without an independent source of levy funds. The park police officer reports to the Director of Parks, rather than the Chief of Police.

The fact-finder incorporates by reference into this Report and Recommendation the provisions of the tentative agreement between the parties relative to the current

negotiations for an initial collective bargaining agreement, attached as Exhibit H to the Union's submission, except those unresolved issues that are specifically addressed in this report.

II. FACT-FINDING CRITERIA

In the determination of the facts and recommendations contained herein, the fact-finder considered the applicable criteria required by Ohio Rev. Code Section 4117.14(C)(4)(e), as listed in 4117.14(G)(7)(a)-(f), and Ohio Admin. Code Section 4117-9-05(K)(1)-(6). These fact-finding criteria are enumerated in Ohio Admin. Code Section 4117-9-05(K), as follows:

- (1) Past collectively bargained agreements, if any, 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 the public service or in private employment.

III. FINDINGS OF FACT AND FINAL RECOMMENDATIONS

Background Facts

In early 1994 the City placed an advertisement in a newspaper seeking applicants for the position of park police officer with the City's Park Department. (Union Exhibit A). Francis R. Thristino, a distinguished police officer with twenty years of experience as an officer with the New York City Police Department, applied for the park officer position. A posting by the Civil Service Commission of Canton failed to mention a residency requirement, although it referenced a residency bonus for applicants who resided within the City limits for at least six months or longer immediately prior to taking the test. (Union Exhibit B). The applicants for the position, including Officer Thristino, also received a notice that indicated the Civil Service Commission had not authorized the 20 percent residency bonus as of June 19, 1991, and further provided that the terms and conditions of the ordinance may be superseded by a collective bargaining agreement upon an employee's successful completion of the probationary period. (Union Exhibit C).

Prior to Officer Thristino's employment, his predecessor as a park police officer, John Ball, together with the Union, filed a petition for a representation election relative to the single park police officer position. The City opposed the petition seeking placement of the officer position within a unit to be represented by the Union. After two years of legal and agency proceedings, the parties reached an agreement under which the officer could become a bargaining unit of one affiliated with and represented by the Union, but he

could not become a member of the bargaining unit of police patrol officers who work in the City's Police Department. (City's Position Statement at 4). Officer Ball retired as a park police officer prior to a formal certification of the bargaining unit.

On May 24, 1993, the City Council passed the following ordinance concerning park police:

539.15 Park Police.

(a) The Board of Park Commissioners are authorized to employ park police, who shall have the authority as law enforcement officers, to enforce all rules and regulations adopted by the Board of Park Commissioners for the operation of the parks within the confines of the City park system.

(b) The Director of Public Safety is authorized to confer upon duly appointed park police officers a commission as law enforcement officers, pursuant to Ohio R.C. 2901.01(K)(2), who shall have the power to arrest and enforce the law throughout the City and in the City park system as regular police officers of the City.

(c) Park police commissioned pursuant to subsection (b) hereof shall be empowered to carry a firearm designated by the Director. Park police shall obtain training in the areas of search, seizure, arrest, firearms and such other specialized training as the Director shall establish. (City Exhibit A). (Underlining supplied).

On May 27, 1994, Officer Thristino signed a certification that as an applicant for employment with the City he received a copy of Ordinance No. 84/91 that established a residency requirement for the City. (City Exhibit B; Canton, OH., Code Ch. 152 (1991)). The certification further states that the applicant agrees to be a resident of the City during his employment, and if not a City resident at the time of hire to establish residency within one

year after the completion of the probationary period. The ordinance also provided that residency may be waived or modified by a majority vote of City Council upon the request of an appointing agency, and the terms and conditions of any collective bargaining agreement shall apply. (Union Exhibit F). On July 25, 1994, Officer Thristino took the oath of office for a park police officer and was commissioned as a law enforcement officer. (Union Exhibit D).

In October 1994, upon a request from the Park Commission for a legal opinion, the City's law department opined that the City's residency requirements apply to employees of the Park Department. (City Exhibit C; Union Exhibit E). While SERB dismissed unfair labor practice charges filed by Officer Thristino in 1995 for refusal to deduct union dues on the grounds he was not a member of a certified bargaining unit (City Exhibit D), the City did not oppose certification of the Union as the exclusive representative of the City's park police on September 12, 1996. (Union Exhibit G).

Issues

1. Residency - Article 10

The central unresolved issue between the City and Union is the question of residency. This issue was of singular importance to both parties, and the Union submits it agreed to the City's proposed "economic concessions," including an absence of double-time on Sunday, the inability to secure the bargaining unit members' assigned firearm upon retirement or disability retirement, a lack of safety force stress pay, and the unavailability of Hall of

Fame premium pay -- all available to members of the Union's other bargaining unit consisting of patrolmen in the City's police department -- in exchange for its position on residency. (Joint Exhibit 2).

The Union urges that the City agreed to these concessions as a *quid pro quo* at the bargaining table for language on residency that would grandfather the current park patrolman, Officer Thristino, and permit him to live outside the City. Officer Thristino signed the residency agreement at the time of hire, and has fully complied with its requirements by renting an apartment in the City despite the fact his wife and child live in Perry Township. The Union urges that this individual employee's privacy interests are being undermined by mere symbolism -- a view that all police should live in the City. It is only appropriate that the member of this bargaining unit is treated no differently than the police officers in the Police Department which, under the present agreement (Joint Exhibit 1), are exempt from a City residency requirement if hired prior to January 1, 1995. Those officers must maintain a residence in Stark County.

Officer Thristino stated at the fact-finding hearing that when he signed his Certification of Applicant, he also received the Notice to Applicants, together with a copy of the residency ordinance. Thristino felt at the time of his hire he had two avenues available: (1) a waiver of the residency requirement, or (2) modification through the terms of a collective bargaining agreement. Officer Thristino was aware of the residency language designed to grandfather patrolmen which was up for a vote by the members of the Union's bargaining unit

in the City's Police Department. He also did not feel it presented a problem for the appointing authority to waive the residency requirement.

The Union argues that Officer Thristino was hired under a contract of adhesion where he was without bargaining power. The requested language is reasonable, and the Union is willing to agree to contract language which requires residency prospectively for new hires.

In contrast, the City urges that the park police operate according to the directives of the Park Commission. Very few entities like the Board of Park Commissioners exist in Ohio. Although the City does not dispute the fact that Thristino is a commissioned law enforcement officer, he neither answers to the Police Chief nor may he transfer into the Police Department. The Park Commissioners were authorized to negotiate a collective bargaining agreement, and they did so in good faith with the intent to have Officer Thristino grandfathered in exchange for some economic concessions by the Union. However, the City Council rejected the tentative agreement (Union Exhibit H) on the grounds that the officer had signed a pledge and he must abide by it. Further, the Council sees the issue as one of local authority, and regrets not having passed the residency ordinance at an earlier date which would have required many more employees to live in the City.

The City further emphasizes that Officer Thristino was on probation when the law department issued its opinion, and he signed the certification months before he was officially commissioned by the safety director. The Union's position must be rejected based upon the fact the residency ordinance has been in existence since 1991, the officer was hired

as a non-union employee, he signed the pledge, and the City wants residency in the collective bargaining agreement. The City further argues that additional differences exist between the position of a park patrolman and a City police officer, including the absence of zone reporting, the lack of midnight shifts, etc., which justified creation of a separate bargaining unit. In the six years since the residency ordinance was passed in 1991, only a "handful of waivers" have been granted, and only in those instances where there were a limited number of applicants for a highly specialized, licensed position.

The parties stipulated that Thristino is a peace officer under Ohio law and has the same authority as any other peace officer. They further agreed that in May 1996, Officer Thristino received the Medal of Valor for pulling persons out of a burning building to safety after making a radio call for assistance. The parties agreed that at the time of Thristino's hire in 1994, all newly hired police officers in the City were signing similar residency statements. The City urges that when this practice occurred there was no bargaining unit of which Thristino was a member.

The fact-finder bases the recommendations which follow in this Report on the conclusion that, save and except for his title of "park police officer," there is no discernable difference between the tasks Officer Thristino does so well, and those duties performed by police officers within the Police Department. There is no question of his skills and abilities which, it is undisputed, are outstanding. Whether or not Officer Thristino had a bargaining unit "to go to" at the time of his hire, is not controlling. The City fought a petition for

representation filed by the Union in 1991 for at least two years. The fact-finder does not view the presence or absence of a certified bargaining unit as persuasive on this issue. In the fact-finder's opinion, this fact simply evidences the absence of past collective bargaining agreements and bargaining history between the parties.

Officer Thristino was hired and commissioned by the City long before the agreed cutoff date on a residency requirement for other police officers hired by the City -- January 1, 1995. (Joint Exhibit 1, Article 10). While the fact-finder notes the City's view that an applicant to the park police position is required to make a commitment to residency just as any other City employee, clearly that obligation may be altered either by waiver or the terms of a collective bargaining agreement. A collective bargaining agreement did, in fact, affect the City's police officers who signed similar pledges at the same time as Officer Thristino. Based upon the compelling evidence on residency relative to City employees doing comparable work, the stipulations of the parties, and the absence of evidence that the interests and welfare of the public will suffer from a residency requirement which grandfather's Officer Thristino, the fact-finder recommends the Union's proposal on this disputed issue.

Final Recommendation

It is the fact-finder's final recommendation that as a full and final settlement of the dispute over residency for the park police officer, the Union's proposal is implemented, as follows:

**Article 10
RESIDENCY REQUIREMENT**

Non-probationary Park police officers shall not be required to maintain a residence in the City of Canton, but shall be required to maintain a residence in Stark County, Ohio, subject to the provision below concerning newly hired officers.

Park Police officers hired after January 1, 1997, shall be residents of the City of Canton at the time of their hiring, except as provided below and shall continue to maintain residency within the City at all times during such continued employment.

A non-resident may be hired by the City if she/he shall agree in writing to establish residency within the corporate limits of the City of Canton within one year of the termination of his/her probationary period and continue to maintain residency within the City at all times during such continued employment.

Failure to establish such residence and/or continue such residence as provided above shall be grounds for immediate discharge from City employment.

"Residence" means principal place of domicile of the employee as established under the Ohio Revised Code for purposes of voting.

2. Wages - Article 75

Each party retreated from their previous agreement on wages as set forth in the tentative agreement. The Union reasons that rather than percentage increases of 5 percent, 4 percent and 4 percent over the term of the agreement, it proposes a 9 percent across-the-board increase in each year of the agreement. The Union further seeks a lump sum payment of \$2,500 which represents the estimated loss of a wage increase to the bargaining unit member due to City Council's rejection of the tentative agreement in December 1996. It further notes

that inability to pay is not an issue, and there is no reason to deviate on wage increases for this bargaining unit. In support of its proposal, the Union references a 9 percent wage increase in additional comparison authorized for members of the City Council, and urges that the award issue retroactive to August 2, 1996.

The City argues that a delay in having a fact-finder appointed was due to SERB misplacing properly filed notices of appearance required for appointment of a fact-finder. Thus, any cost associated with SERB's delay should not be absorbed by the City, and any wage increase should take place when the new collective bargaining agreement is imposed. Considerable "give and take" occurred to arrive at the 5-4-4 percentage increases agreed upon with the Union for the City's patrolmen, and also the general wage increases of 4.5 percent, 4 percent and 4 percent with AFSCME Local 2937. (City Exhibits F and G). The City conceded that some bargaining took place in exchange for the tentative agreement's wage increases of 5 percent, 4 percent and 4 percent.

At this juncture, the City's wage proposal is for wage increases in each year of the agreement of 4 percent, 3 percent and 3 percent. It considers this to be a fair increase because the collective bargaining agreement covers a new bargaining unit. While it is true that the City authorized 9 percent increases to City Council, including increases to key administrative appointments, those increases have been challenged in court for the past two years. Moreover, three key administrative appointments were purposely undercompensated at the time of hire until such time the occupants proved themselves. The City rejects the Union's

proposal as a dangerous precedent, and requests the fact-finder recommend increases of 4 percent, 3 percent and 3 percent to commence when the new collective bargaining agreement is imposed.

The Union countered there is no legal basis for the limitation on the fact-finder's ability to award the wages which it proposes, and submits the section of the Ohio Public Employee Collective Bargaining Act referenced by the City, Ohio Rev. Code §4117.14(G)(11), does not limit the fact-finder's authority with respect to retroactivity. Officer Thristino is currently paid far less than his counterparts in the police department with comparable years of service under the Union's collective bargaining agreement -- Thristino receives an annual salary of \$25,600 versus \$31,383 for similarly situated City police officers. (Joint Exhibit 1).

Finally, Douglas Perry, the director of the Canton Park System, voiced his agreement that both the sergeant and park police officer employed by the Commission receive far less compensation than the City patrolmen despite performing the same or similar work. Perry emphasized that the Park Commissioners have sought to pay wages to their officers over the last several years which represent parity with those wages paid City patrolmen. The intent of the tentative agreement was to include the same basic pay provisions received by those officers.

Final Recommendation

The fact-finder determines that apart from minor differences in command structure, the essential tasks Officer Thristino performs are not materially different from the work of the comparable bargaining unit of police officers employed directly by the City within the police department. Based upon these facts and circumstances, including the terms and conditions of the current collective bargaining agreement between the City and Union for patrolmen, the essential functions of the park police officer position, and the city-wide law enforcement authority possessed by Officer Thristino, it is the fact-finder's final recommendation that Article 75 of the tentative agreement by and between the City and Union, appended hereto as Attachment "A" shall be implemented as a full and final settlement of the wage issue, with the following conditions:

- (a). Officer Francis Thristino shall be placed at the proper salary step according to Article 75, Schedule A, effective on June 1, 1997.
- (b). Officer Francis Thristino shall receive a lump sum signing bonus of \$2,808.

3. Vacations - Article 58

The Union proposes to count all police experience, including out-of-state police service, for purposes of computing eligibility for vacation time. This proposal would permit Officer Thristino to obtain credit for his twenty years of service in New York as a lieutenant with the New York City Police Department. The Union admits that its proposal is unusual,

but it emphasizes that it is not prohibited by any state or local law. (Joint Exhibit 4). It represents a policy question, not a legal issue. There is no basis to differentiate between service in both cities.

The City counters that such service credit is not provided for in state or local law. Simply stated, the Park Commission should not be required to pay for Officer Thristino's New York City service. Park Director Perry also stated that very real operational problems would be created by the additional absence afforded Thristino by such a proposal. Moreover, the sergeant employed by the Park Commission did not receive credit for his out-of-state service in Massachusetts, although admittedly he is not an employee within the bargaining unit.

The fact-finder rejects the Union's proposal as unsupported by the record. Aside from the assertion that the lawful authority of the employer does not preclude such a provision, there is no probative evidence of the statutory criteria which supports this proposal. Furthermore, the City's Admin. Code §151.14 provides that full-time employees hiring into the City who have retired from other political subdivisions or from the City may not obtain credit for their years of service prior to retirement for purposes of computing vacation.

Thus, even if the phrase, "political subdivision," were viewed in its broadest sense to mean another political subdivision outside the State of Ohio, there appears to be no evidence of any one of the statutory fact-finding criteria which would support the Union's proposal. (See also, Ohio Rev. Code §9.44(B)(1); Joint Exhibit 4). Moreover, simply because

state law may not prevail over conflicting provisions of a collective bargaining agreement does not mandate inclusion of the Union's proposal on this issue. There is no showing that the patrolmen have such service credit in their agreement with the City. In conclusion, the Union's proposal cannot be recommended.

Final Recommendation

It is the fact-finder's final recommendation that the language of Article 58 as provided in the tentative agreement between the parties shall be implemented as a full and final settlement of the dispute over vacations and service credit. A copy of Article 58 is appended hereto as Attachment B.

4. Flex time

The Union proposes to create a formal contract provision concerning flex-time which would permit the park police officer to commence work within a half-hour of the shift start time and, accordingly, end his tour of duty a half-hour earlier or later. Officer Thristino stated that the Park Department is more relaxed and his hours are generally 3:30 p.m. to 11:30 p.m. He neither relieves another employee, nor is he relieved in turn. This proposal would enhance family values by permitting him to be home early on occasion to pick up his children without any impact on park operations. The parks generally close at dusk, although the stadium park and track are open until 11:00 p.m.

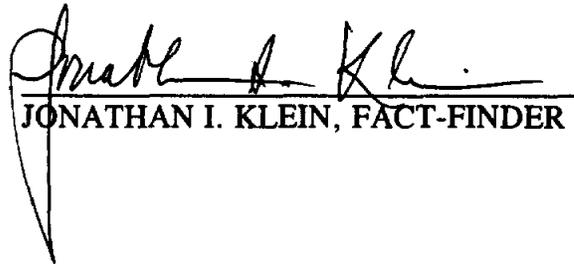
The City, via the testimony of Director Perry, presented evidence that there already exists considerable flexibility, and there has not been much difficulty in the past adjusting shifts, if possible. Moreover, if the bargaining unit member elected to commence his shift at 3:00 p.m., he would not be available to close all of the remaining park gates around 11:00 p.m. There may also be problems with the dispatcher being aware of grievant's schedule change, and the proposal presents safety concerns.

The fact-finder discerns no merit to the Union's proposal for several reasons. No undue hardship or substantive reason has been shown to justify such a proposal. However, this is not to say that such flex time would be unappreciated by the bargaining unit member. Nevertheless, there is evidence which suggests that schedule adjustments have been authorized on occasion. There is no basis to find either abuse by Officer Thristino or unreasonable denial of flex time on an *ad hoc* basis by the Park Department within its operational needs.

Second, besides the "unofficial" use of flex time to accommodate the officer, and the undisputed fact such schedule changes are made on occasion, there are very real safety issues raised by the City over the unfettered use of flex time as proposed here. With a single member bargaining unit and one supervising sergeant, there is little room for error, and the Union's proposal presents an unsuitable risk of diminished police coverage should the bargaining unit member fully exercise his right to change his start time daily. While the Union advocate proclaimed the presence of flex-time "all over the country," his pronouncement of national unity on this point was lacking in evidentiary support.

Final Recommendation

It is the fact-finder's final recommendation that the Union's proposal to insert flex-time language in the collective bargaining agreement must be rejected.


JONATHAN I. KLEIN, FACT-FINDER

Dated: May 29, 1997

ARTICLE 75
BASE SALARY OF CLASS "A" PATROLMEN

Section 1. Base Salary of Patrolmen

The base salary of patrolmen shall be paid according to Schedule A which is incorporated herein as though fully written, for the duration of this agreement:

SCHEDULE A

WAGE SCHEDULE

Classification	Annual Salary effective:				
	Service	Step	8/2/96	7/1/97	7/1/98
Patrolman-Starting**	<12 mos.	1			
Patrolman	12 mos.	2	27,305	28,397	29,533
	24 mos.	3	28,970	30,128	31,333
	4 AY	4	31,331	32,584	33,888
	11 AY	5	31,628	32,893	34,209
	18 AY	6	32,226	33,515	34,855

**Starting: The entry level salary of a probationary patrolman is fixed by the Board listed for reference only, and is not subject to collective bargaining.

Section 2. Starting Patrolman

A Patrolman shall advance from Step 1-Starting to Step 2 upon successful completion of the twelve (12) month probationary period. For the first twelve (12) months of his/her employment, a patrolman is probationary and excluded from coverage under this agreement. After twelve months service, the patrolman is covered by this Collective Bargaining Agreement and shall be paid according to its terms.

Section 3. Pay Step Advancement

The time interval required between Steps 2 through 6 shall be as follows: Step 2 to Step 3: upon completion of 24 months from date of hire; Step 3 to Step 4: upon completion of 36 months from date of hire the Patrolman will be paid according to the schedule for 4 "anniversary years"; Step 4 to Step 5: 11 years of service as calculated on the basis of "anniversary years"; Step 5 to Step 6: 18 years of service as calculated on the basis of "anniversary years."

As used in this article, "anniversary year" is defined as the number of years as calculated from January 1 of the year the Patrolman is most recently employed by the Board as a Patrolman to January 1 of the current year. "Anniversary years" apply to Patrolmen who have completed at least 36 months of service.

Attachment "A"

ARTICLE 58
VACATIONS

- A. Patrolmen who were hired on or after April 1, 1982, shall be entitled to vacation according to the following schedule based on completed years of service.

<u>Years of Service</u>	<u>Period of Vacation (Weeks)</u>
1	1
2 through 5	2
6 through 10	3
11 through 15	4
16 through 20	5
21 and over	6

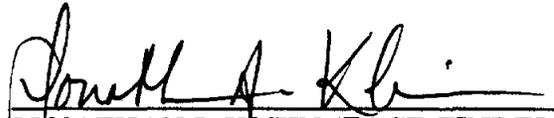
- B. Patrolmen who are hired on or after January 1, 1997, shall be entitled to vacation according to the above schedule based on completed years of service, with the addition of one (1) week of vacation after their first ten (10) months of service.
- C. For the purpose of administering the aforesaid vacations, the work week shall be Monday through Friday, and all days included therein shall be deemed work days.
- D. The Board shall schedule vacations to conform to operating requirements meeting the employee's desires where practicable. Vacation shall be taken in increments of five (5) working days. Smaller increments of not less than one (1) day may be taken with approval of the Park Director, which approval shall not be unreasonably denied.
- If a Park Director instructs an employee not to report to work either due to inclement weather or lack of work, resulting in the loss of a scheduled work day, an employee may elect to utilize that day as a vacation day, or may take the day without pay.
- E. The entire vacation paycheck due and payable to a full-time Board or City employee during this scheduled vacation period shall be paid in advance immediately preceding an employee's vacation time-off period, if requested at least two (2) weeks prior to such period.
- F. In the case of the death of an employee entitled to vacation, the unused vacation leave shall be paid in accordance with Ohio Revised Code 2113.04, or to his estate.
- G. No more than one (1) patrolman will be permitted to be on vacation at the same time. A week's vacation shall be five (5) working days and two (2) non-working days. One week of each patrolman's vacation can be taken one day at a time or collectively. The choice is to be made by the patrolman. For the purpose of this Section, five (5) working days shall constitute a week's vacation.
- H. Patrolmen shall be permitted to "bank" or carry into the next calendar year up to two hundred (200) hours of any combination of compensatory time and/or vacation time, with a maximum of one hundred twenty (120) hours of compensatory time.

Attachment "B"

- I. Vacations may not be taken during Hall of Fame week. Exceptions to this provision rest in the sole discretion of the Park Director.
- J. Patrolmen may bank up to ten (10) weeks of earned vacation time toward retirement or termination, payable upon said separation from service. No more than four (4) weeks of earned vacation may be banked in any one year.

CERTIFICATE OF SERVICE

Originals of this Fact-Finding Report and Recommendation were served upon Larry S. Pollak, Esq., The Barrister Building, 338 South High Street, Columbus, Ohio 43215; Daniel L. Heaton, President, CPPA, Suite 900, 306 Market Avenue North, Canton, Ohio 44702; and Joseph Martuccio, Esq., Assistant Law Director, Canton Law Department, City Hall, 7th Floor, 218 Cleveland Avenue, S.W., Canton, Ohio 44701-4218, each by express mail; and upon G. Thomas Worley, Administrator, Bureau of Mediation, Ohio State Employment Relations Board, 65 East State Street, Columbus, Ohio 43215-4213, by regular United States mail, sufficient postage prepaid, this 29th day of May 1997.


JONATHAN I. KLEIN, FACT-FINDER