

I. PROCEDURAL BACKGROUND

This matter came on for hearing before Jonathan I. Klein, appointed as fact-finder pursuant to Ohio Revised Code Section 4117.14, and Ohio Administrative Code Section 4117-9-05. The fact-finding hearing was conducted between the Boardman Township Board of Trustees (“Employer”), and the Ohio Patrolmen’s Benevolent Association (“Union”), at the Boardman Township Government Center located at 8299 Market Street, Boardman, Ohio. The bargaining unit represented by the Union is comprised of approximately seventeen sworn police officers of the rank of sergeant and above.

The ten (10) unresolved issues between the parties consist of the following:

1. Article 6, Section 3 - Assignments
2. Article 6, Section 5 - Minimum Manning
3. Article 7, Sections 1 and 8 - Compensation
4. Article 7, Sections 2 and 3 - Hours of Work
5. Article 7, Section 5 - Preservation of Rank
6. Article 9 - Clothing Allowance
7. Article 10 - Insurance
8. Article 15 - Leave
9. Article 26 - Duration & Side Letter
10. New Article - Attendance Incentive Program

The fact-finder incorporates by reference into the Report and Recommendations all tentative agreements between the parties relative to the current negotiations and any provisions of the current collective bargaining agreement, which agreements and provisions were not otherwise modified during fact-finding. In making the recommendations which follow, the fact-finder has reviewed the record of the arguments and evidence presented by both parties at hearing, together with their respective position statements.

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

Issue 1: Article 6, Section 3 - Assignments

Position of the Employer

The Employer proposes to change current contract language which permits bidding of shifts by seniority for all shift commanders or supervisors assigned to the patrol division. It seeks to preclude supervisors and shift commanders selecting identical days off leaving only one supervisor on duty for the shift. It refers to “an aberrant arbitration decision” which ignores current contract language by foreclosing the Employer from exercising the rights it bargained for, and it seeks two supervisors per shift.

Position of the Union

The Union notes that each platoon has three supervisors: a lieutenant and two sergeants. At least one of the supervisors must be on duty at all times, and consequently two bargaining unit members may select the same days off. There is no evidence this has caused the Employer any problems in managing the department. Further, there is no arbitration award as claimed; rather, the former chief sustained a grievance where the current language was challenged, and there is no evidence the current police chief has raised any objection to the contract language.

Final Recommendation

The fact-finder concludes that no change in the current language of Article 6, Section 3 is warranted. There is no probative evidence of a scheduling problem or safety issue, and no arbitration award was presented. While it is understandable that the Employer would *prefer* two supervisors on duty at all times, the frequency of a single supervisor on duty was not readily apparent nor was there a demonstrable need for two supervisors on duty at all times. Accordingly, the fact-finder recommends current language on this issue.

Issue 2: Article 6, Section 5 - Minimum Manning

In sum, the current collective bargaining agreement provides for a minimum of six officers, including one supervisor, as minimum manning for patrol staffing.

Position of the Employer

The Employer reasons that the bargaining unit is more than adequately compensated, and in exchange it seeks to “get some management rights back with this group.” Manning is a permissive subject of bargaining. After tackling this bargaining unit, the Employer intends to focus on the patrol unit whose contract is coming up for negotiations at the end of this year.

It emphasizes that it is seeking to implement pattern bargaining, and it deserves something in the way of contract language for more money. As it now stands this section of the contract represents an undue limitation on management’s rights, and permits the bargaining unit employees to receive excessive levels of compensation. For its proposal, the Employer seeks to

completely eliminate this language from the collective bargaining agreement, but due to the presence of similar language in the patrol agreement there will be no immediate effect on members of this bargaining unit.

The Union's Position

The Union contends that identical manning language can be found in the patrol agreement, and that bargaining unit's concessions to management to obtain this language involved drug testing, health insurance language modifications and language on the use of comp time. The Township is, in essence, bound by the patrol agreement, and it makes no sense to change one of the collective bargaining agreements when a party's hands are tied by another such agreement. Further, having bargained on the manning issue it is no longer a permissive subject of bargaining. It makes more sense to get all interested groups together to negotiate staffing issues.

There was also testimony by Lieutenant Donald Lamping that such language has been in the collective bargaining agreement since 1990, and the manning level was increased from five to six. No change is justified at this time.

Final Recommendation

Manning issues are tied more to operational concerns and service to the community, than directly to a compensation package of wage increases. The fact-finder takes note of the fact this language has been present with a slight modification in the agreement between the parties since

1990. (Testimony of Lamping). It is language negotiated into the agreement and is no longer possessing the gloss of a permissive subject of bargaining as the Employer's argument would suggest.

Further, while only two of the townships referenced as comparables appear to have manning requirements, there must be more evidence to eliminate a long-standing contractual provision such as Article VI, Section 5. There is no evidence the service needs of the Employer have diminished. Similarly, as the Union correctly points out, the patrol agreement language in effect is identical to the manning language present in the patrol agreement. The fact-finder is convinced that the solution is to have this issue, if it remains important to the Employer, fully addressed at the expiration of the contract term with the patrol unit. It is far too important to both parties to be resolved independent of the patrol unit if the Employer wants uniformity of manning language in both agreements that better meets the service and safety needs for the citizens of Boardman Township, together with the safety needs of its officers. Accordingly, the fact-finder recommends current contract language be maintained.

Issue 3: Article 7, Sections 1 and 8 - Compensation

The Employer's Position

The employees enjoy a very generous compensation package while, at the same time, the Union has been successful in limiting management's rights. Members of the bargaining unit have already received a four percent increase for three years based on the wage differential contained in the bargaining agreement. The top step of the wage scale for bargaining unit

employees will maintain a 13% rank differential above the base senior patrol officer rate. Further increases are unreasonable and would fail to strike a proper balance in the management of public dollars and equitable wage increases.

The increase achieved by the patrol unit was the result of a former township administrator's inaction and failure to timely inform the trustees of the terms of a tentative agreement. The bargaining unit is among the highest paid units in the entire area, and the Employer has had no trouble hiring and retaining personnel. The township is on the verge of financial collapse and a precarious financial position. In reality, the wage scale is not a step system, but a longevity system. Effectively, the Union is seeking an 8%, 5% and 5% over the term of the contract – all unwarranted under the facts and circumstances of this case. (Employer Exhibits B-S). The Employer's operating and personnel costs far exceed its property tax revenue in order to sustain the Union's proposed rank differential.

The Union's Position

At no time is the Employer claiming an inability to pay, and its financial reserves remain significant. (Union Exhibits 4-10). Instead, the Employer has fought to alter both the bargaining unit composition as well as the terms of a binding agreement with the patrol unit which impacts the rank. Its position in this proceeding is guided solely as a means to serve as a wedge in the next round of negotiations with the patrol unit. The current collective bargaining agreement is the first where the rank differential was incrementally increased to its current level of 13%.

However, with the negotiations resulting in the patrolmen's agreement (Union Ex. 2), the Employer managed to effectively cause the differential to shrink to 9% by implementing a new wage structure for patrolmen who receive an additional 1% increase in pay at years of service 10, 15, 20 and 25. This increase came in addition to a 4% across-the-board wage increase. The township has significant commercial development, and in early 2007 it hired a new police chief at 15% above the captain's rate of pay. There is no lack of money in the Employer's coffers, nor in the posted budgets. (Union Exs. 7-10).

Final Recommendation

Several factors are readily apparent when considering the issue of compensation for the bargaining unit. First, the evidence indicates that in Mahoning County's four largest police departments, including the Employer, the rank differential average is approximately 15%.¹ Other evidence of compensation shows that the members of the bargaining unit are very handsomely compensated. For surrounding townships, the Employer's police sergeants are paid on average \$7.93 more per hour; and lieutenants are paid an average of \$9.25 per hour more. (Employer Exhibits C and D). In terms of the important factor of total compensation, bargaining unit sergeants earn approximately \$11,000 more per year than the average for similar situated sergeants; lieutenants make approximately \$12,000 more; and the rank of captain is paid over

1. Union Exhibit 3. Due to an error in the reported rank differential between patrol and sergeants in Austintown, the average of that differential for all four departments is 15.25%, not 17.9%.

\$8,000 per year more than the average captain for Youngstown, Warren and the Employer.

(Employer Exhibits H, I and J).

The fact-finder is well aware that the concept of rank differential is firmly established as a means of compensation in police departments for officers above patrolmen. Here, the motive behind the Employer's proposal to alter the fundamental calculation for rank differential established as recently as the predecessor agreement is to correct what the Employer perceives to be a poor agreement with its patrolmen. While this position may have some theoretical appeal, the fact-finder believes that such consideration must be the focus of the upcoming negotiations with the patrolmen, rather than a dismantling of the rank differential compensation system in place for this bargaining unit.

Much was made at hearing that the Union has usurped the Employer's management rights, and it is time the Employer receive appropriate consideration for its loss of those rights. The Employer is reminded that all terms, conditions and rights under the collective bargaining agreement are determined by negotiation, rather than at the point of a gun, and inherent management rights remain with the Employer unless otherwise negotiated away as specified in the agreement. The *quid pro quo* for all the rights and benefits provided to the bargaining unit cannot be accounted for in this proceeding. Past collective bargaining agreements are one of the statutory criteria to be considered in making the recommendations in this or any other fact-finding report. The rank differential of 13% was established in the predecessor agreement with full knowledge that any such differential is premised upon the compensation to be paid the patrol unit. Other than its acceptance of the terms and conditions of the patrolmen's agreement,

voluntary or compelled, there is no sound justification to alter the compensation calculation provided in the collective bargaining agreement in the manner proposed by the Employer, or to add additional, lower wage scale tiers to the rank unit.

Further, the fact-finder rejects the Union's proposal to increase the rank differential to 14% effective January 1, 2007, and to 15% effective January 1, 2008. When the base wage upon which the rank differential is predicated is as substantial as it is in this case, the fact that the percentage may differ slightly from other, comparable bargaining units is far less persuasive. The bargaining unit's total compensation is substantial.

In sum, the fact-finder recommends that Article 7, Section 1 regarding compensation provide:

Section 1. Effective January 1, 2006, and for the duration of this agreement, Sergeants shall at all times be paid 13% more than the rate paid to Senior Police Officer 4 (determined by base pay plus midnight turn shift differential); Lieutenants shall be paid 13% more than rate paid to the rank of Sergeant; Captains shall be paid 13% more than the rate paid to the rank of Lieutenants.

The remainder of Article 7 shall retain current contract language.

Issue 4: Article 7, Sections 2 and 3 - Hours of Work

The Employer proposes to incorporate contract language that acknowledges the township uses an FLSA compliant 207(k) schedule, that contractual overtime is to be paid in accordance with the parties's agreement and FLSA overtime shall be paid in accordance with the Act. It reasons it needs an agreement on language so as to raise the so-called, 207(k) defense. The

Union opposes such additional language as unnecessary to the Employer's ability to raise a 207(k) defense in order to meet contractual language on overtime that exceeds the FLSA.

Final Recommendation

The fact-finder rejects the Employer's proposal. The Employer eventually agreed that there is no regulation which requires "an agreement" between the Employer and the employee. However, it urges that since section 7(k) of the Act defines work period as referring to "any established and regularly recurring period of work," logic dictates that including such a work period in the contract is evidence that it is established.

The evidence is insufficient to establish a need for inclusion of the Employer's proposed language delineating between overtime pay due under the contract and an FLSA 207(k) compliant schedule for overtime in order to assert a legal defense to a claimed violation of the FLSA.

Issue 5: Article 7, Section 5 - Preservation of Rank

The Employer's Position

The Employer proposes to delete what it refers to in Article 7, Section 5 as a "minimum manning clause for promotion." Its argument is two-fold: 1) there are real concerns that if revenue dries up in the township, particularly from estate tax, that there will be problems in implementing a reduction in force in any rank above patrolmen; and 2) the language is another

example of a right that properly belongs to management as it seeks to determine the size of the work force.

The Union's Position

The Union counters that identical language to Article 7, Section 5 was requested by the Employer in its last set of contract negotiations with the patrol unit. Indeed, it made identical language its own proposal during the patrol negotiations (Union Ex. 1 at 4), and the patrolmen's bargaining unit agreed to such language. Again, this is a case of the Employer seeking a contract change simply to impact the patrolmen's agreement. If the police department should reorganize, it should be done with all of the department's bargaining units participating.

Final Recommendation

While there may be nothing nefarious in preparing for the next round of negotiations, it is clear the Employer's proposal is as much geared to the patrolmen as it is the rank unit, if not more so. The very language the Employer now seeks to remove it proposed to be included in the patrolmen's agreement.

If the fact-finder were pressed to recommend such language for initial inclusion in an agreement without strong justification to do so, he would be hesitant for some of the same reasons expressed by the Employer. However, other than the fact that the minimum staffing complement such language imposes is unusual and absent from the majority of contracts in comparable jurisdictions, there was no showing of actual harm or detrimental effect by the very

language management itself requested be placed into the patrolmen's contract within the past two years. Similarly, the presence of promotional opportunities with a guarantee of captain and lieutenant positions cannot be said to benefit only the patrol unit, and not those sergeants or lieutenants seeking promotional opportunities within the department.

With these considerations in mind, the fact-finder recognizes the Employer's concerns that the language of Article 7, Section 5 may unduly hinder the ability to implement a reduction in force should such an unwelcome event be necessary. Accordingly, it is the fact-finder's recommendation that language be added to Section 5, stating:

However, in no event shall the number of promotional opportunities and guaranteed minimums provided in this section restrict the Township's ability to implement a reduction in force in accordance with Article 6, Section 4, and the order of lay offs provided therein.

Issue 6: Article 9 - Clothing Allowance

The only open issue concerning what is commonly referred to as a uniform allowance is the annual amount for clothing and maintenance. The Employer seeks to maintain current amounts: \$550 for the patrol supervisors, and \$625 for detective division supervisors. The Union proposes an increase to \$1,000 – the amount currently paid to the patrol unit on an annual basis.

Final Recommendation

It is the fact-finder's recommendation that the uniform allowance be increased to \$1,000 consistent with the internal comparable of the patrolmen's bargaining unit.

Issue 7: Article 10 - Insurance

The Employer's Position

Currently, members of the bargaining unit do not contribute to the cost for obtaining health insurance. The Employer proposes that the bargaining unit members contribute fifteen percent (15%) to the premium cost for health insurance. (Employer Ex. Tab 11). Current insurance plan levels will be maintained pending the creation of an Employer-wide insurance committee to study and make recommendations regarding insurance.

The Employer points to the fact that non-bargaining unit employees have been paying for health insurance for some time, and the AFSCME represented unit has agreed to a 90/10 split. It is intent on obtaining pattern bargaining on the issue of health insurance. The current lack of payment by bargaining unit employees runs counter to local and state-wide trends on cost sharing, and the patrol unit currently contributes to its health insurance costs.

The Union's Position

The Union proposes parity with the patrol division on insurance premium copays. While the Employer may voice complaints, the fact remains the bargaining unit members contributed to the cost of their health insurance costs until the township informed the unit it would no longer be required to make a contribution to the insurance costs a number of years ago. During the intervening period, the Employer eliminated the traditional 80/20 health insurance plan, and unilaterally imposed a preferred provider organization program ("PPO") only – a fact which

greatly disturbed the bargaining unit. In fact, it is the Employer's own proposal on health insurance premium contributions that became the contract language placed into the patrol agreement in 2006. (Union Ex. 1 at 15).

Final Recommendation

The collective bargaining history on this issue is somewhat vague, but the testimony of members of the bargaining unit establish that at one time the employees were contributing to their health insurance premium costs, but did so when there was an option to select between a PPO and traditional 80/20 health plan. This ended at the Employer's own initiative, and it now appears at fact-finding seeking to implement a 15% contribution to premium.

Health insurance is costly for employee and employer alike. Employee contributions have become a fact of life in the public sector where once such benefits were generally all employer paid. Until fundamental changes in the health care system are made, such as a universal health care system with drastic changes to the delivery of medical services and prescription cost controls, it appears the situation will continue to worsen.

For this bargaining unit, it has long reaped the benefit which the Employer apparently voluntarily bestowed upon its members. The fact-finder concludes that premium contributions in the same amount as the most comparable internal bargaining unit, the patrol unit, should be imposed. While retroactivity to January 1, 2006 appears unwarranted, the fact-finder recommends that effective July 1, 2007, all employees in the bargaining unit shall contribute to premium costs in the same amounts for single and family coverage as set forth in the patrolmen's

agreement. (Union Ex. 2 at p. 23). Based upon the recommended duration of this agreement, and the current status of varying bargaining unit agreements with the Employer at this time, formation of an insurance committee along the lines proposed by the Employer should be given serious consideration in the next set of negotiations.

Issue 8: Article 15 - Leave

A number of issues were raised by the Employer with respect to the leave article. In contrast, the Union proposes that specific language in the current patrolmen's contract be added to the new collective bargaining agreement.² Rather than a broad discussion on this issue from each party's perspective, the following will consist of those contract language changes proposed by the Employer and the Union. In so doing, the party proposing to change current contract language has the burden to show such change is necessary for good and sufficient reasons with evidence of the statutory criteria, including, but not limited to improved contract administration, to correct a lack of clarity, illegality, misuse or abuse; or upon a showing of a bargained-for-exchange that the modification be implemented.

2. The Union seeks parity with the patrol unit by adding a new paragraph to Section 1 of Article 15 pertaining to sick time buy back.

Final Recommendation

The Employer proposes to delete the language precluding the Employer from requiring an employee to exhaust his or her accumulated leave before being entitled to apply for workers compensation. There is insufficient evidence to warrant this modification, and Article 15, Section 1 shall retain current language.

The Employer proposes to change the language of Section 1 (D) on sick leave to Section 1 (B), and to add prefatory language such leave will be granted “upon the approval of the Employer.” It is unclear how this provision relates to the current practice or policies in the department, or when such approval must be secured under varying circumstances. There is no evidence of sick leave fraud or abuse by members of the bargaining unit. This proposed change is not recommended at this time.

The Employer proposes to delete all of the contract language contract language currently contained in Section 1(B), including Options 1 through 3. However, there is an insufficient showing that such change is warranted at this time, and current contract language shall be maintained with one exception. The fact-finder agrees that the provision in Paragraph C on page 31 of the current contract pertaining to prior accumulated and unused sick leave should be

included, but that the preclusion for sick leave earned in other jurisdictions should be made effective with the execution of the contract. Paragraph C should read:

Unused sick leave accumulated prior to the effective date of this Agreement shall be retained and taken at such times and in such amounts as provided in this Agreement. Leave accumulated with another public entity/political subdivision is not transferable to Boardman Township for all employees hired after execution of this Agreement.

Considerable discussion at hearing was had over the Union's proposal to include the language on sick time buy back provided in the patrol agreement. The Employer was concerned over language in the Union's proposal on this issue stating that buy back options and related hours of payment are not pensionable. The fact-finder finds such concerns to be well founded, and both parties acknowledged that PERS has set standards concerning whether those payments are earned salary which is subject to pension contributions. Therefore, the language proposed by the Union for an additional paragraph in Section 1 of Article 15 is recommended with the deletion of subparagraph three. The new section will read:

Sick Time Buy Back Option: - By November 1st of each year, all employees who have at least three hundred (300) hours of banked sick time accumulated are eligible to participate in a sick leave buy back option. Eligible employees shall be permitted to sell back sick time hours they have not used, on a form provided by the employer, on a 2:1 ratio (50%).

1. A minimum of three hundred (300) accumulated hours must remain in the bank upon execution of a buy back option;

2. Buy back options shall not exceed a maximum of the one hundred twenty (120) hours accumulated in the previous twelve (12) month period; and,
3. For employees who are eligible and have exercised this buyback option, payments shall be provided in the first regular payroll period of December.

The fact-finder has reviewed other minor changes, including deletion of the binding effect of the impartial physician examination provided in the current language of Section 2 (D), and he finds the Employer's proposed changes well taken, and are hereby recommended. The fact-finder rejects, however, the Employer's proposal to delete Section 6 on the Family Medical Leave Act from the agreement. There is no evidence a grievance has ever been filed invoking this provision, nor was a convincing justification for its deletion presented at hearing.

Issue 9: Article 26 - Duration and Side Letter

The Employer's Position

The Employer proposes that the contract be effective upon execution, and that it be of three years duration. It emphasizes the protracted nature of the negotiations and the need to renegotiate a new agreement almost immediately unless its position is recommended. Since the bargaining unit's compensation is driven off of a wage differential, there would be no negative impact on bargaining unit member's wages. Any loss in the interim period from the expiration of

the previous agreement to the date of the new patrol agreement would be resolved by a side letter agreement giving the covered employees a lump sum equivalent of the four percent patrol increase, as well as the rank differential during that same time frame.

The Union's Position

The Union proposes that the contract duration run from January 1, 2006, through December 31, 2008. The Employer is to blame for the length of the contract negotiations, and the proposal it seeks is "heading in the wrong direction." It is important to get many of the "shareholders" in the patrol and rank bargaining units together in the same room to iron out issues of common interest. Collective bargaining is required this year with the patrol unit in any event.

Final Recommendation

Based upon the totality of the record presented, the fact-finder rejects the City's proposal and recommends a contract duration from January 1, 2006, through December 31, 2008. Many of the issues before the fact-finder are non-economic, and reflect oft-repeated statements of the Employer's efforts to have its management rights "restored." Moreover, there is a strong interrelationship between the patrol and rank bargaining units which warrants a coordination of expiration dates in this case. Finally, significant issues such as health insurance require careful coordination between the bargaining units, and that can be more easily achieved in the fact-finder's opinion by the Union's proposal on duration.

Though not discussed by either party, the duration of these negotiations coupled with the economic uncertainty which presently exists, supports a collective bargaining agreement of shorter, rather than longer duration. Under the Employer's proposal, the actual duration of the current agreement would, in theory, run from September 30, 2005 when the prior agreement expired, until the expiration of this contract sometime in 2011. The Employer may wish to avoid the costs of contract negotiations, yet such costs may be ameliorated, in whole or in part, by efforts to address many of the interests shared by both bargaining units in a multi-unit bargaining setting. Here, the fact-finder concludes that the economic uncertainties going forward far outweigh the costs of upcoming contract negotiations.

For each of these reasons, the fact-finder recommends the Union's proposal on contract duration.

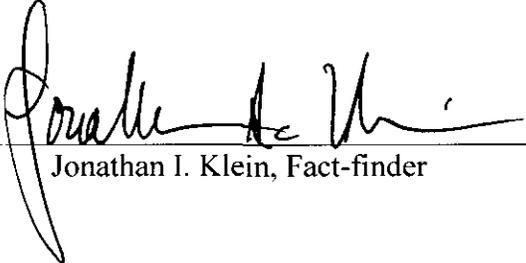
Issue 10: New Article - Bargaining Unit Application of Civil Service

The Employer has proposed language for a new article to ensure that the provisions of the collective bargaining agreement will not be nullified by a challenge based on external law. It cites to *State ex. rel. Ohio Assn. of Pub. School Emp./AFSCME, Local 4, AFL-CIO v. Batavia Local School Dist. Bd. of Edn.*, 89 Ohio St. 3d 191, 729 N.E. 2d 743 (2000), for the need to write out a conflicting state law with specificity. The Union opposes this provision as onerous and placing an unfair burden on it to make certain of any and all statutory rights being waived.

Final Recommendation

The Employer withdrew language for a section 2 to the proposed article agreeing with the Union that none of the bargaining unit positions are filled by way of an original appointment off an appointment list. This leaves the broad language of Section 1 as proposed.

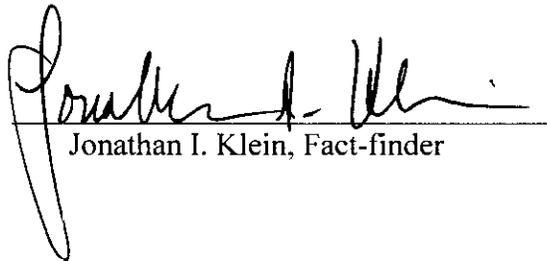
The fact-finder notes the express holding of the Ohio Supreme Court in *Batavia*, that “in order to negate statutory rights of public employees, a collective bargaining agreement must use language with such specificity as to explicitly demonstrate that the intent of the parties was to preempt statutory rights.” *Id. at 198*. The fact-finder is not convinced that the Employer’s proposal meets the requisite specificity. One need not look any further than the language of Article 2 in the AFSCME agreement that lists the precise articles of the agreement and the corresponding statutory sections the parties intended to preempt. The fact-finder cannot recommend the Employer’s proposal as written for a new article on Civil Service.


Jonathan I. Klein, Fact-finder

Dated: April 8, 2007

CERTIFICATE OF SERVICE

Originals of the Fact-finding Report and Recommendations were served upon Michael D. Esposito, Esq., Clemans, Nelson and Associates, Inc., 2351 South Arlington Road, Suite A, Akron, Ohio 44319; Kevin Powers, Esq., Ohio Patrolmen's Benevolent Association, 10147 Royalton Road, Suite J, P.O. Box 338003, North Royalton, Ohio 44133; and upon Mary Laurent, Bureau of Mediation, State Employment Relations Board, 65 East State Street, 12th Floor, Columbus, Ohio 43215-4213, each by express mail, sufficient postage prepaid, this 8th day of April 2008.



Jonathan I. Klein, Fact-finder