STATE EMPLOYMENT
RELATIONS BOARD

2008 APR 28 A 10: 51

FACT FINDER'S REPORT

IN THE MATTER OF:

Fraternal Order of Police/ Ohio Labor Council, Inc.

And

The City of Celina, Ohio

Case Numbers:
07-MED-06-0676
07-MED-06-0677
07-MED-06-0678

Before Fact Finder
N. Eugene Brundige

PRESENTED TO:

Edward E. Taylor, Administrator
Bureau of Mediation
State Employment Relations Board
65 East State Street, 12th. Floor
Columbus, Ohio 43215-4213

And

Barry L. Gray, for the
Fraternal Order of Police/Ohio Labor Council, Inc.
5752 Chevlot Road, Suite D
Cincinnati, Ohio 45247-4555
Bgfopolc@hotmail.com

And

Pete Lowe, for the
City of Celina, Ohio
Clemans Nelson and Associates
417 Northwest Street
Lima, Ohio 45801-4237
pblowe@clemansnelson.com

N. Eugene Brundige was selected by the parties to serve as Fact Finder in the above referenced cases and duly appointed by the State Employment Relations Board in compliance with Ohio Revised Code Section 4117.14 C (3).

After initial contact with the parties, time extensions were filed. A hearing was held April 10, 2008, in Celina.

Pursuant to the Ohio Revised Code and Administrative Rules, the Fact Finder offered to assist the parties in mediation. In light of the significant differences regarding economic issues, and the time restraints of the day, the parties decided to proceed directly to hearing. A hearing was conducted.

The parties had previously timely filed the required pre-hearing briefs.

The FOP/OLC was represented by Staff Representative Barry L. Gray.

The City was represented by Pete B. Lowe of Clemans, Nelson and Associates.

This hearing involves three (3) different bargaining units - (1) Police Officers; (2) Sergeants; (3) Dispatchers - and two (2) separate Collective Bargaining Agreements. The Officers and Sergeants are covered by the same Agreement and the Dispatchers have a separate and distinct CBA.

The parties agreed that they would receive one report for all three (3) units and any recommendations that are specific to a particular unit will be so noted.

At the hearing the parties agreed to waive overnight delivery of the *Recommendation and Report*.

BACKGROUND:

Celina is a small city in rural Mercer County with a population of approximately 10,000.

At the hearing the FOP/OLC raised a procedural objection noting that the City had entered bargaining utilizing a different firm in the role of Chief Negotiator, and the FOP/OLC had not received a notice of *change. of appearance.*

The Fact Finder was able to provide the parties with a copy of the Notice of Appearance Form indicating that Mr. Lowe was the properly designated representative of the City.

The introduction of the Notice of Appearance Form appeared to resolve the issue raised.

The parties had made significant progress in their bargaining, having met for a total of ten (10) bargaining sessions, but were unable to agree upon a number of issues, most of which are economic in nature.

Those items are listed below. Each will be discussed by briefly reciting the positions of each respective party. That recitation will be followed by a recommendation. In cases where the recommendation involves a significant change in the language of the Collective Bargaining Agreement, the recommended language will be included.

ISSUES

Article 7, Grievance Procedure

Article 17, Hours of Work and Overtime

Article 18, Compensation

Article 21, Insurance

Article 23, Sick Leave

Article 24, Injury Leave

Article 30, Duration

DISCUSSION AND RECOMMENDATIONS:

Article 7, Grievance Procedure

Position of the City:

The City desires to modify the current grievance procedure by adopting a "loser pay all" provision for any matters of contract interpretation. The cost of arbitrations reviewing discipline would continue to be on a 50/50 basis.

The City notes that the International Association of Fire Fighters Union, representing the City's fire fighters has already agreed to this concept as has the City's non safety unit.

The City argues that this provision controls the advancing of frivolous grievances to arbitration.

Position of the FOP/OLC:

The FOP/OLC notes that there is no history of abuse of the grievance process in this unit. People present at the hearing were unable to agree upon when, if ever, the last grievance had been advanced to arbitration. It noted the problem with split decisions and assessing who would pay in those cases. The FOP/OLC favors maintaining current contract language.

Discussion and Recommendation:

Most fact finders, this one included, are reluctant to make recommendations to fix problems unless a clear problem has been identified and proven.

While there are many contracts that have a "loser pay all" provision, the large majority continue to split the costs equally.

There are many cases in which getting clarity about the meaning of a contract clause is advantageous to Management as well as to the Union.

This Fact Finder fails to be convinced that there is a problem here which needs fixing. As a result, I recommend no change to Article 7.

Article 17, Hours of Work and Overtime

Position of the FOP/OLC:

The Union proposes to add a new Section 17.11 to the Dispatchers' Agreement which would require employees to receive overtime pay for any changed shift for which the employee does not receive notice of the change by Friday of the week preceding the change. This proposal would allow for mutual written agreement that would not lead to overtime pay.

The FOP/OLC proposes the same change in the Officers' and Sergeants' Agreement by the addition of a Section 17.09. In addition, it proposes a new 17.10 which would govern extra duty/special duty/security detail. This provision would require pay to be at the overtime rate and would require such work be offered to bargaining unit employees prior to being performed by non bargaining unit members.

In response to the City's desire to amend Section 17.2 in both contracts to exclude sick leave from active pay status, the FOP/OLC argues that this is changing a long time economic benefit and argues the City has shown no evidence of why this should be changed.

The Union offers an excerpt from a fact finding report issued by Howard Silver in support of its position.

Position of the City:

The City proposes to make one change in Section 17.2 of both Agreements which would exclude sick leave from the definition of "active pay status."

The City argues that even with this change, Celina would offer a definition of active pay status that far exceeds that required by the Fair Labor Standards Act.

It notes that the fire fighters, the non safety unit, and exempt employees all operate under this proposed definition.

The City provides hypothetical examples of how an employee can, under current circumstances, actually work less than 80 hours in a pay period and still receive overtime.

The City objects to the additions proposed by the FOP/OLC. It notes that the changes proposed in 17.9 and 17.11 would greatly restrict the flexibility of the Chief of Police in scheduling. Such changes would also make it more difficult for other employees to get time off and could actually create overtime for regular hours worked.

The City notes that the change proposed regarding special duty is unnecessary in that the Fair Labor Standards Act already requires that employees be compensated for all hours worked including special duty. This situation leads to overtime pay naturally.

The City also objects to limiting who can be assigned special duty and raises the issue that this may not be a mandatory subject of bargaining.

Discussion and Recommendation:

Fact finding is not a process that lends itself to the parties just getting what they want. There must be a clear showing, based upon the criteria enumerated in the statute and the administrative rules, that there is a need to make a change.

This is especially true when the parties have a mature bargaining history such as in the instant case.

While the City has shown me a hypothetical case where abuse could exist, I fail to see evidence that convinces me the definition of *active pay status* has been significantly problematic enough to demand a change in the status quo.

While the other bargaining units have agreed to such definitions, I have no knowledge of what deal was struck that made them arrive at this conclusion.

I recommend the definition of *active pay status* not be amended by excluding sick leave.

Likewise, the Union has not shown me that a significant problem exists which must be addressed when it comes to advance notice of changing schedules.

The same is true of special duty. It appears employees are currently receiving overtime pay when they work special duty and there is no evidence to indicate the Chief is being arbitrary, capricious, or unfair in the assignment of special duty.

I recommend no changes in Article 17.

Article 18, Compensation

Position of the FOP/OLC:

In the Dispatcher Unit, the Union proposes a three (3) year agreement in which wages would be increased by 5% plus a $1 per hour retroactive to January 1, 2008. In the second year the FOP/OLC proposes a 3 ½% increase plus $1 per hour. The third year of the contract would also be a 3 ½% increase plus $1 per hour.

The Union also proposes to add "records clerk" following the reference to the TAC Officer and to increase the additional pay from $ .55 per hour to $1 per hour. A new category of assistant TAC Officer would be added with additional compensation of $ .50 per hour for all hours worked.

The FOP/OLC notes that in the negotiations for the 2004 Agreement Safety Service Director Jeff Hazel agreed to a wage survey of dispatcher pay.

The survey showed an average top salary of $32,459.56 and the Celina top salary was $27,830.40,

The proposal for the Officers' and Sergeants' Unit is 5% in the first year retroactive to January 1, 2008, and 3 ½% in each of the second and third years of the proposed contract.

The FOP/PLC also proposes a $1 per hour addition for police officers assigned as detective/investigators and the addition of ***certified evidence managers*** at the $.25 per hour rate..

There is also a proposal to increase the shift differential from $ .45 to $ .50 per hour.

For its comparables the FOP/OLC submitted data from Ohio cities with a population between 10,000 and 15,000. This data shows Celina near the bottom at $39,998 and the state average at $52,375.14.

The Union points to an article in which the City Auditor suggests hiring an asset management group to manage City investments as proof of the City's ability to meet its wage proposals. The FOP/OLC also points to the low unemployment rate in Mercer County as a sign of financial health.

Position of the City:

The City proposes a 2.5% increase in each of the three (3) years of the Agreement retroactive to the date the Fact Finder's report is issued.

In addition, the City would insert the word ***"firearms"*** in section 18.3 before "instructors." In addition the City is willing to add ***detectives/ task force investigators*** and ***certified evidence managers*** In this section to be compensated at the $.25 per hour rate.

The City rejects the FOP proposal to increase the stipend for detectives

The City wants a provision added which limits employees to only one supplement at a time (whichever is higher.)

In the Dispatcher Contract, the City proposes adding a Step 6 in the first year which would take eligible employees to $15.29 per hour.

In the second year it proposes a 3% increase and a 2.5% in the third year. All increases would be retroactive to the date of the issuance of the Fact Finder's report.

It support of its position the City offers internal historical comparables which show over the last three (3) years the fire fighters received increases of 2% – 2% - 3% while the FOP/OLC received 3% - 3% - 4%.

For its comparables the City chose small jurisdictions in closer geographic proximity to Celina. These include Ada, Coldwater, Delphos, Greenville, Kenton, St. Mary's, and Wapakoneta.

When comparing to these employers, the Celina police are viewed favorably. At the minimum step Celina officers are near the top ($18.22 compared to a low of $17.47 in Wapakoneta.) At the top step Celina is fourth from the top.

Sergeants at the entry level are highest of the jurisdictions cited and at the top step they are third from the top.

The City presented evidence describing the nature of Celina and Mercer County as being primarily agricultural and showing that the median income for the area was $28,820 in 2005.

The Employer submitted numerous news articles outlining the downturn in the national economy.

The City Income Tax Summary illustrates that the revenues from this tax actually decreased slightly in 2007 compared to 2006.

The City expects increases in police pensions that will further add to the City's costs.

The City is concerned about further increases in workers' compensation rates as well as the Employer's costs for health insurance.

The City offered the same set of comparable jurisdictions for dispatchers.[1] On this scale the dispatchers rank fourth in salary at both the minimum and the maximum steps.

On the question of shift differentials Celina is highest among the jurisdictions cited.

The City believes the proposals advanced by FOP/OLC are "exorbitant" [2] and requests the Fact Finder recommend the City's position.

Discussion and Recommendation:

This Fact Finder has often written about the problem of comparable jurisdictions as utilized in Ohio. This case is a clear example as to why the parties need more guidance in the selection of comparables.

I wrote in Franklin County and FOP in 2002:

"The Employee Organization argues that persons employed in law enforcement compete with law enforcement agencies in the same geographic area. Consequently Franklin County is the appropriate universe to look to for comparable data.

The County points to other urban Sheriff's departments throughout the state. These views of the comparables are not unique and both have some validity."

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[1] Only five of the eight jurisdictions previously cited by the City have dispatcher functions. These include: Delphos, Greenville, St. Mary's, and Wapakoneta, in addition to Celina

[2] Employer's Position Statement

In this case the parties have elected to take opposite positions. While I have considered both positions, I must agree that a statewide comparison has limited use when looking at the labor market in rural Mercer County.

Likewise, I fail to see the comparability of jurisdictions that are not eligible to bargain collectively.

In the case of police officers and sergeants, the evidence convinces me that they are not grossly behind what is being paid to other persons performing similar work in the area where they live and work.

Likewise, they are certainly not overpaid. Employees face the same costs and challenges as do others in our economy.

I also fail to be convinced that the City is rolling in money. While there may be some short term money available for investments, the evidence presented on income tax revenues and the overall state of the economy demands a conservative approach to wage increases and adjustments.

I am also aware of the internal comparables offered by the City. While each set of negotiations is a separate and distinct endeavor, there must remain some type of internal relationship between increases.

Based upon the evidence and data presented to me, I recommend the following increases for officers and sergeants.

Year 1 – 3 1/2% increase

Year 2 – 3% increase

Year 3 – 3% increase

I recommend no change in the shift differential.

I recommend Section18.3 of the Officers' and Sergeants' Agreement read as follows:

18.3 Certified instructors **(i.e. firearms instructors)** and field training officers will be compensated at the rate of fifty-five cents ($ .55) per hour for all hours during actual training.

Employees assigned by the Chief as detective, task force investigator, or certified evidence manager shall be compensated at an additional thirty-five ($ .35) cents per hour for all hours worked.

Employees shall be eligible for only one supplement at a time, whichever is higher.

The issue of pay for the dispatchers is more problematic. The Employer commissioned a salary survey and chose a reputable firm to conduct it.

The results of that salary survey show a significant disparity of wages with other neighboring jurisdictions. In my opinion some additional compensation must be offered to begin to close the gap for these employees.

I lack enough data to know the exact impact of the addition of a sixth step and so my recommendation will be for an across the board increase. Hopefully it will allow some modest upward adjustment for persons in this classification.

I cannot responsibly recommend the Union's proposal but rather recommend the following:

Year 1 – 5% increase

Year 2 – 4% increase

Year 3 – 3.5% increase

I recommend status quo in Section 18.2 B and Section 18.3.

Article 21, Insurance

Position of the City:

The City proposes to continue to offer the current health insurance plan (referred to as Plan A) with the plan design to be the basic responsibility of the Insurance Committee. The City proposes that increases in costs would be split equally between the City and the employees with a cap on employee contributions at 15% of total costs.

In addition the City is seeking the ability to offer a different insurance plan (Plan B) which would be under the control of the City. The Employer proposes to control the cost sharing arrangement of Plan B.

The Employer argues that this is consistent with what has been negotiated with the other unions in the City and what will be available to non unionized employees.

The City believes this arrangement will allow it to control health care costs in as far as is possible.

One of the options is an HSA[3] which at the current time can be offered to employees without a deductable.

Position of the FOP/OLC:

The FOP/OLC proposes to add the term "substantially compatible" to the language thus ensuring the continuation of something very similar to the current plan.

The FOP/OLC is willing to increase the level of premium contributions paid by bargaining unit members to a fixed dollar amount. Increases that would be acceptable to the Union range from an increase in single contributions from the current $12.50 to $17.50. Family premium share would increase from the current

$25.00 to $35.00 with proportional increases for each of the other levels of coverage offered.

The Union proposes to increase these dollar amounts in the remaining two (2) years of the new Agreement with family premium going to $45.00 in 2010 and single premium increasing to $22.50.

Discussion and Recommendation:

As in most current negotiations, health care costs are a major issue. There are no easy fixes.

The current plan in effect for bargaining unit employees is a rich one that will become even more expensive as time passes.

The answer to the health care crisis cannot be to simply shift more and more costs to employees to the level where any wage increases are eroded by the increased premium costs.

One concept that will greatly drive up costs is for a small city like Celina is to be required to offer several different plans.

I cannot adopt the Union's proposal to further lock in a very rich plan with fixed dollar amounts of increase. The power of the Insurance Committee is significant in the current situation and in Management's proposal. That should provide assurances to bargaining unit members who need the higher levels of coverage.

I cannot accept Management's proposal to cap employee contributions at 15%. That is too much of an increase.

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[3] Health Savings Account

Likewise, the dollar amount of premium contributions increases too fast. I recommend Article 21 read as follows:

ARTICLE 21 INSURANCE AND MEDICAL BENEFITS

Section 21.1. Health Insurance. The Employer shall provide health insurance coverage for each bargaining unit employee as determined by the City of Celina Insurance Committee. **Such coverage shall be known as Plan A. The Employer may, after consultation with the Insurance Committee, offer other optional insurance plans with different benefit levels, designs, and premium amounts.**

A. The Insurance Committee will establish protocols for its conduct and those protocols will be adopted as part of the City's administrative policy. Recommendations of the Committee including changes to plan design, adjustments to deductibles, co-pays, cost-containment features, or other proposed changes to insurance coverage under Plan A will be made to City Council. Before City Council adopts changes to Plan A affecting bargaining unit employees and the economic component of the plan currently provided, the City agrees to meet with the Union to discuss such changes. If the parties are unable to reach an agreement, then the matter will be submitted to negotiations pursuant to SERB guidelines in O.R.C. 4117. If the parties reach impasse, the matter shall be submitted to final offer settlement by selecting an arbitrator pursuant to Article 7, Section 7.3, E, F, and H, contained herein, to decide which of the parties' final offers on the insurance change shall be implemented, taking into consideration the criteria established in R.C. 4117.14 (G)(7).

B. The City shall offer health insurance coverage under Plan A to each bargaining unit employee, as determined by the City of Celina Insurance Committee. The Employer, after consultation with the Insurance Committee, may also offer alternative health insurance plans.

C. ~~Effective January 1, 2005, the employee shall contribute $12.50 premium to the single plan and $25.00 to the family plan on a biweekly basis.~~ **Upon the implementation of this Agreement, bargaining unit employees shall contribute the following towards the cost of Health Insurance Plan A.**

$22.50 biweekly for single coverage

$30.00 biweekly for employee and children coverage

$37.50 biweekly for employee and spouse coverage

$45.00 biweekly for family coverage

~~Effective January 1,2006, employees shall contribute $15.00 premium to the single plan and $30.00 premium to the family plan on a biweekly basis.~~

~~Effective January 1, 2007, employees shall contribute $17.50 premium to the single plan and $35.00 to the family plan on a biweekly basis.~~

D. Increases in the cost of Health Insurance Plan A affecting insurance rates for 2009 and thereafter shall be paid equally by the employee and the Employer (50% / 50% split) up to a maximum employee contribution equal to 12% of the total annual cost of the applicable coverage under Plan A.

E. The Employer shall determine the cost sharing arrangements for the alternative plans offered after consultation with the Insurance Committee.

F. Employees will be provided a summary of each plan prior to the enrollment period when employees may select or change coverage. Employees will be provided a copy of the plan description which the employee selects. The Union will be provided a copy of all plans in effect. The Employer may, during the life of the Agreement and after consultation with the Insurance Committee, change insurance carriers or its method of providing health insurance coverage, provided coverage under Health Insurance Plan A shall not be changed without concurrence from the Insurance Committee.

G. Insurance Plan A shall be reviewed annually by the City and the Insurance Committee, which shall include representatives from each collective bargaining unit.

H. Bargaining unit employees shall have the option once each year to select from among the Insurance Plans offered.

Sections 21.2 – 21.6 – Current language.

Delete section 21.7. [4]

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[4] It should be noted that the numbering and organization of the insurance articles varies between the two agreements. While it may be necessary for the parties to agree upon the outline, the content of the Insurance Article in the two agreements is recommended to be the same.

Article 23 – Sick Leave

Position of the FOP/OLC:

The FOP/OLC proposes the expansion of the definition of "immediate family" to include stepmother and stepfather as well as son-in-law, daughter-in-law, brother-in-law, and sister-in-law.

The Union also proposes to increase the number of days of sick leave eligible for buyout with 25 or more years of service from the current 35% to 40% up to a maximum of 120 days.

The Union notes that such benefits encourage employees to keep, rather than use, sick leave days which is beneficial to the Employer as well as the employee.

The FOP/OLC also proposes a new Section 23.9 which would create a sick leave bank.

Position of the City:

The City agrees to include stepmother and stepfather in the expanded definition of immediate family but rejects inclusion of the other proposed additions.

The City notes the added expense of changing the buy out percentage of sick leave and sees no reason that the change is needed.

The Employer notes that the City did permit a sick leave transfer at one time under existing policy, but rejects the idea of creating such a benefit in the Collective

Bargaining Agreement. It notes that the sentence proposed is vague and does not deal with a myriad of issues that arise in such programs.

The Employer would add a statement in 23.01 which further defines the purpose of sick leave and removes sick leave from the definition of active pay status.

Discussion and Recommendation:

I have commented on the removal of sick leave from the definition of active pay status in a previous part of this report. I DO NOT RECOMMEND THE PROPOSED CHANGE.

The definition and purpose of sick leave is well established in statute and there is no need to reiterate it in this agreement. I recommend no change in 23.01.

The increase in the percentage of days eligible for sick leave buyout can be a change that benefits both parties, but I fail to be persuaded by the evidence and data presented, that there is a need to change it in this Agreement. I recommend status quo.

I recommend Section 23.04 D be amended by adding "stepmother" and "stepfather" to the definition of "immediate family." I do not recommend any other changes to this section.

While I have a great deal of empathy for sick leave bank programs, the City's point is well taken that there is not enough specificity in the proposed language to deal with all the issues that might arise.

My recommendation, therefore, will be to include language that would allow the parties to work on this issue during the term of this Agreement and hopefully come to a meeting of the minds about how such a program might be implemented. I recommend the following:

A new Section 23.9 should be added that reads:

"During the term of this Agreement the parties will create a joint committee to discuss the possibility of creating a sick leave bank for bargaining unit employees. If the parties are able to agree upon such a program, it will be presented to City Council with a positive recommendation for adoption."

ARTICLE 24, Injury Leave

Position of the City:

In this Article the City is attempting to clarify that the injury leave time off is a maximum and does not demand that all days listed be used.

Position of the FOP/OLC:

The FOP/OLC is not aware of a problem with the current language but agrees the days listed are maximums.

Discussion and Recommendation:

While I am not sure that there is a problem here that needs remedy, it does make good business sense to clarify exactly what the intent of the parties is regarding injury leave.

It appears to me that Management's proposal reaches beyond the stated purpose so I will propose language that deals with the stated issue:

Article 24.1 should read as follows:

"All regular full-time employees of the Police Department shall be entitled to **up to forty-five (45) days of** injury leave with pay for injuries received directly in the line of duty **for injuries without broken bones, hospitalization, or surgery, up to seventy-five (75) days for injuries with fractures or broken bones, and up to one hundred twenty (120) days for injuries that require surgery and/or hospitalization. Such time period may be extended upon written approval of the Safety-Service Director.**

The time limits are maximums and the Employer reserves the right to limit the length of injury leave to the time necessary for the employee to recover. The Employer may require the employee's request for time off for injury leave be verified by a physician selected by the City.

I recommend no change to Section 24.2 A, B, or C. I do recommend the addition of a section D to read:

D. While being paid injury leave pay, an employee may be assigned by the Employer and required to perform any duties the employee, as determined by a licensed physician, is capable of performing.

Sections 24.3 and 24.4 should remain current language.

Article 30 – Duration

Position of the City:

The City recommends a three (3) year Agreement but believes all economic benefits including wages should be effective "upon approval of both parties retroactive to the date the Fact-Finder's Report was issued or as otherwise specified provided herein."

Position of the FOP/OLC:

The FOP/OLC favors a three (3) year Agreement retroactive to January 1, 2008.

Discussion and Recommendation:

The extension agreements executed by the parties clearly grant the Fact Finder the authority to award retroactive payment to January 1, 2008 if persuaded to do so.

The Employer's argument that the FOP/OLC's insistence on going to fact finding is expensive, appears to this neutral to be punitive toward the Union for exercising its statutory right.

In light of the modest increases I have recommended and the increased cost of health care, it seems reasonable to me to grant retroactivity to January 1, 2008.

I recommend that Duration Article 30, Section 30.1 read as follows:

This Agreement represents the total negotiated provisions between the Employer and the Union and shall be effective as of October 1, **2007,** and shall remain in full force and effect through midnight, September 30, **2010.** Economic items become effective January 1, **2008,** except as otherwise provided.

SUMMARY

In this report I have attempted to consider and make recommendations regarding a number of complex issues. If errors are discovered or if any of the recommendations appear to the parties to be too onerous to implement, I urge them to ***mutually agree*** (emphasis added) to alternate language consistent with the spirit of the recommendations.

After giving due consideration to the positions and arguments of the parties and to the criteria enumerated on SERB Rule 4117-9-05(J) the Fact Finder recommends the provisions as enumerated herein.

In addition, all Agreements previously reached by and between the parties and tentative agreed to, along with any sections of the current Agreement not negotiated and/or changed, are hereby incorporated by reference into this Fact Finding Report, and should be included in the resulting Collective Bargaining Agreement.

Respectfully submitted and issued at London, Ohio this 25th day of April, 2008.

N. Eugene Brundige,
Fact Finder

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true copy of the foregoing Fact Finder's Report was served by electronic mail and regular U. S. Mail upon Barry L. Gray, FOP/OLC Inc., 5752 Chevlot Road, Suite D, Cincinnati, Ohio 45247-4555; Pete Lowe, Clemans, Nelson and Associates for the City of Celina, Ohio, 417 Northwest Street, Lima, Ohio 45801-4237; and by regular U.S. Mail upon Edward E. Taylor, Administrator of the Bureau of Mediation, State Employment Relations Board, 65 East State Street, 12th Floor, Columbus, Ohio 43215-4213, this 25th day of April, 2008.

N. Eugene Brundige

N. Eugene Brundige,
Fact Finder