

**HAND DELIVERED**

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**FACT FINDER'S REPORT** STATE EMPLOYMENT  
RELATIONS BOARD

IN THE MATTER OF:

2008 APR 24 A 9:46

Fraternal Order of Police, Beaver creek Lodge No. 160  
And  
The City of Beaver creek, Ohio

Case Numbers:

07-MED-10-1114

07-MED-10-1115

07-MED-10-1116

Before Fact Finder  
N. Eugene Brundige

PRESENTED TO:

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

And

Sorrell Logothetis, for the  
Fraternal Order of Police  
Cook, Portune, and Logothetis  
22 West Ninth Street  
Cincinnati, Ohio 45202  
[slogothetis@dcmlc.com](mailto:slogothetis@dcmlc.com)

And

Janet K. Cooper, for the  
City of Beaver creek, Ohio  
Cooper, Gentile, and Washington  
118 West First Street  
Dayton, Ohio 45402  
[jkcooper@cgwlaw.com](mailto:jkcooper@cgwlaw.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 4, 2008, at the Beavercreek Public Library.

Pursuant to the Ohio Revised Code and Administrative Rules, a good faith effort was made to resolve the remaining issues through mediation. Significant progress and understanding was gained during the mediation process but the participants decided it would best serve the interest of the parties to proceed to hearing. A hearing was conducted.

The parties timely filed the required pre-hearing briefs.

The FOP was represented by Sorrell Logothetis, Esq., along with Sergeant Jim Wuebben, Patrol Officer Scott Spangler, and Detectives Mark G. Brown and Chris Unroe.

The City was represented by Janet K. Cooper, Esq., Bill Kucera, Financial Administrative Service Director; John Turner, Police Chief; Dennis Evers, Police Captain; and Carol Becker, Human Resources Manager.

*This hearing involves three (3) different bargaining units: Unit A – Patrolmen; Unit B – Sergeants and Lieutenants; Unit C – Dispatchers, Records Clerks, Property and Resource Clerks, and Community Relations/Crime Prevention Specialists. The three (3) units represent a total of approximately 54 employees.*

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

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

### **BACKGROUND:**

Beavercreek is a suburb of Dayton, Ohio. The area is beautiful and contains much upscale housing and retail development.

The parties had made significant progress in their bargaining but were unable to agree upon a number of economic items.

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**

Wages

Duration

Insurance

Attendance Bonus

Seniority Bonus

Education Incentive

Shift Differential

Uniform Allotment

## Drug and Alcohol Regulations

### **DISCUSSION AND RECOMMENDATIONS:**

#### **WAGES**

##### **POSITION OF THE FOP:**

The Union proposes a three (3) year agreement in which employees would receive a 3.5% increase for the first year retroactive to January 1, 2008. In the second year there will be a 3.75% increase and the third year a 4% increase.

The FOP notes that the city has not offered an ability to pay argument but points instead to the relative affluence of the area.

The Union provided an historical review of increases since 1985 noting that since the elimination of the Cost of Living Adjustment (COLA) in approximately 1992, increases have always be in excess of 3% annually.

The comparable jurisdictions cited by the FOP include those jurisdictions that lay along the Interstate 75 and 675 corridor. It also cites five (5) statewide comparables that are purported to be similar to Beavercreek. These include Dublin, Fairfield, Grove City, Reynoldsburg, and Westerville. This data shows settlements in the 3-4% range.

The Union also offered the SERB Annual Wage Report which notes that in 2007 the average statewide wage increase was 2.98% for all employees and 3.22% for police.



The FOP pointed to documents which note the City believes it has an outstanding police department. And that it has been re-accredited and is internationally recognized for excellence.

The FOP notes that the recent 3.3 mill replacement levy was passed by the voters.

The Union notes that staffing levels have been reduced over the last years and yet the employees continue to do an outstanding job. It states that the growth in the area has led to a higher citizen to officer ratio than is recommended by national organizations.

Data was presented documenting several measurements of the Consumer Price Index.

The FOP notes that the average U.S. city rate for the year ending February 2008 was 4.4%; for the Midwest the rate was 4.2%; and for small cities in the Midwest it was 5.0%.

The Union submitted a number of publications detailing the addition of retail establishments being opened in Greene County and in Beavercreek. The same publications noted the exodus of the same type of retail establishments from *Montgomery County*.

The Union feels the City can easily afford the wage increases requested.

#### **POSITION OF THE CITY:**

The City proposes a one (1) year agreement due to its desire to make substantial changes in health insurance. The City has advanced the concept that if health care can be changed in ways to result in significant savings, then it may

be possible to offer somewhat larger wage increases in a subsequent collective bargaining agreement.

Not surprisingly, the City's analysis of its financial situation does not mirror that offered by the Union.

The City's proposed budget was offered to illustrate its financial priorities. The City is concerned about the looming national downturn in property values and the continued increase in fuel costs.

Like most employers the City is concerned about the future costs of health insurance.

The City provided documentation of CPI-U<sup>1</sup> increases since 2001 compared to FOP wage increases for the same period. According to the City's calculations the FOP received increases of 7.9% above the CPI-U.

The City offered a slightly different set of comparable jurisdictions which show a Beavercreek officer 1.2% above the average of the cited jurisdictions at the minimum pay rate, and 5.0% at the maximum.

Sergeants are shown at 11.9% above the average at the minimum and 5.2% at the maximum.

The City believes the comparisons within Greene County are relevant and are more dramatic. Officers are 13.6% above the average at the minimum, and 10.7% above at the maximum. The Greene County comparisons for Sergeants are somewhat higher. Beavercreek Sergeants are 18.5% above average at the minimum and 11.5% at the maximum.

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<sup>1</sup> CPI-U refers to CPI Urban Consumers.

Dispatchers are 2.4% above at the minimum and 8.0% above the average at the maximum. Within Greene County, Dispatchers are 14.1% above at the minimum and 11.3% above at the maximum.

The City reviews the same comparable jurisdictions for percent of increases negotiated. The average increase for the group of jurisdictions cited was 3.19% in 2008 and 3.11% in 2009.

All jurisdictions cited within Greene County settled at 3% for 2008.

The City also submitted the SERB Annual Wage Report noting that all settlements for the Dayton Region were 2.91% in 2007.

#### **DISCUSSION AND RECOMMENDATION:**

The picture painted by comparable data doesn't differ much regardless of which set is reviewed.

Beavercreek employees do a very good job and their resources are spread thin.

Notwithstanding this reality, Beavercreek bargaining unit employees have been comparably compensated over the past several years.

They should not lose ground in this round of bargaining.

Both parties are correct that insurance and duration must be considered as a part of the same package of economic benefits.

The data supports an increase of 3.25% in the first year of the Agreement retroactive to January 1, 2008, and an additional 3.50% increase in the second year. Because of changes I will recommend in the Health Care Article, I am

recommending only a two (2) year agreement. The reasons for these recommendations will be discussed more fully in subsequent parts of this report.

I recommend the Collective Bargaining Agreement be amended to read:  
*Effective January 1, 2008, all bargaining unit wages shall be increased three and one quarter percent (3.25%) over the previous year (2007). Effective January 1, 2009, all bargaining unit wages shall be increased three and one half percent (3.50%) over the previous year (2008).*

### **DURATION**

#### **Position of the City:**

The City proposes a one (1) year agreement. It offers this recommendation with the hope it will be able to restructure health care and have that new system go into effect January 1, 2009.

#### **Position of the FOP:**

The Union favors a traditional three (3) year agreement noting the expense of bargaining and the uncertainty that surrounds a new agreement.

#### **Discussion and Recommendation:**

While I am aware of the City's desires regarding health care, it is totally unrealistic to believe that a one (1) year contract will be recommended. Even if this Fact Finder's report is adopted, the Agreement would be in effect only a little over half a year.

I do recognize that the parties will likely have health insurance issues to discuss before a three (3) year agreement is completed. Thus I recommend a two (2) year agreement. Article 28 should read as follows:

## **ARTICLE 28 - DURATION OF AGREEMENT**

Section 28.01. This Agreement shall commence as of the 1st day of January, 2005 ~~2008~~ and shall remain in full force and effect through and including the 31st day of December, 2006 ~~2009~~ and thereafter for successive one (1) year periods unless either party gives written notice of its intent to terminate and/or amend any portion thereof not less than sixty (60) days prior to the 31st day of December 2006 ~~2009~~ or the 31st day of December in any succeeding year this Agreement remains in force. ~~Any notice of intent to amend this Agreement served under the provisions of this Article shall specify with reasonable particularity the nature of each amendment which will be sought by the party serving such notice.~~

Section 28.02. Service of a notice of intent to amend this Agreement as is herein provided shall serve to automatically terminate all provisions of this Agreement as of December 31, 2006 ~~2009~~ or as of December 31st of any succeeding year as the case may be, unless the parties hereto have disposed of all subjects of amendment sought by either party hereto either by agreement or by withdrawal of such proposed amendment by the party seeking same.

## **INSURANCE**

### **Position of the City:**

The City believes that, in order to remain competitive in the insurance arena, it needs the flexibility to make changes in the health care program without the restriction of the current Agreement which requires that coverage be *"substantially comparable to the pre-existing plan."*

In addition, the City believes it is only fair for employees to pay 10% of the premium cost. (Currently employees pay 10% but if increases exceed 18% then the City picks up any additional costs at 100%.<sup>2</sup>)

The City notes that it has done a good job in keeping increases under control, but believes the conclusion of litigation between two (2) major carriers in the Dayton market may alter the success it has had in the past.

Even with these efforts the City prepared its budget predicting a 10.7% increase.

Comparables provided by the City show a range of premium cost sharing from 85/15 to 100% with some of the 100% plans being *Health Savings Accounts*.

The City notes that the employees currently have a very rich and expensive plan and changes must be made in order for the program to be viable in the future.

**Position of the FOP:**

Understandably the FOP wants to keep the current health care coverage that it now enjoys.

Likewise, the FOP wants to maintain the 18% cap as a protection against undue premium increases.

Finally, the FOP wants to maintain language that requires the City to maintain coverage that is substantially comparable to the pre-existing plan.

Comparables presented by the Union reflect the same general trends as those presented by the City.

**Discussion and Recommendation:**

Health care is the most contentious issue in collective bargaining today. Employers are expending a larger and larger portion of overall personnel dollars for increased health care costs. Salaries and other public programs are suffering because of these increases.

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<sup>2</sup> The 18% cap was a product of a memorandum of understanding entered into April 18, 2005.

Likewise, the answer cannot be to simply shift the costs from the employer to the employee to such an extent that any cost of living adjustments are eaten up in increased premium costs.

Both sides must be reasonable and work together to minimize the impact of insurance increases.

In this case 10% is a reasonable share of premiums for employees to bear. There is no reason for an artificial cap of 18%. Certainly the employer is still significantly motivated to keep costs down when it is paying 90% of increased costs.

The more difficult issue is what to do with the design of the plan. This is truly a very rich benefit package.

It would serve the Union well to seriously consider working with Management to make modest changes to the plan.

It is unreasonable for the City to believe that any Fact Finder is going to give it "carte blanche" authority to make any changes it desires without first bargaining those changes.

My recommendation will hopefully aid the parties in seriously making modifications to the plan that will control cost increases without unduly harming employees.

I recommend the language of this article read as follows:

#### **ARTICLE 18 - INSURANCE**

##### **Section 18.01. Medical Insurance:**

- A. All full-time Employees and their eligible dependents shall be eligible to participate in the City's medical insurance plan entailing comprehensive

medical benefits, major medical coverage, prescription drug, diagnostic service, hospitalization, surgical coverages and emergency care.

~~Effective April 1, 2002 the City will offer to all employees a PPO plan with benefits as described in the insurance information meeting of February 22, 2002. This plan will be provided at no cost to employees through March of 2003.~~

~~Effective April 1, 2003 and for the duration of this Agreement employees electing the PPO will pay five percent (5%) of the total monthly premium; provided, that if at any time after March 31, 2003 premiums increase by more than eighteen percent (18%) from the prior insurance contract year, the amount in excess of eighteen percent (18%) shall be assumed by the City.~~

~~Effective January 1, 2005 employees electing the PPO will pay seven and one half percent (7 1/2%) of the total monthly premium and effective January 1, 2006 such employee premium share shall increase to ten percent (10%), subject to the 18% increase limitation referenced above.~~

~~Effective April 1, 2003 and for the duration of this Agreement, the City will offer an HMO plan similar to the plan described at the insurance information meeting of February 22, 2002. This plan will be offered at no cost to employees.~~

**Effective January 1, 2008, employees will pay ten percent (10%) of the total monthly premium of the base insurance plan. If additional plan options are offered, the parties will negotiate the percent of the total monthly premium to be paid. If the parties are unable to agree upon the percent of monthly premium for those plans, then the 10% amount will apply to the optional plan(s) as well.**

- B. During the term of the Agreement, the City may change the medical insurance plan, insurance provider or method of providing medical services, after discussions with the bargaining agent, provided that the health benefits, coverage levels and provider network are *substantially comparable to the pre-existing plan* **not substantially reduced or the cost shifting to employees, significantly increased.**
- C. Effective April 1, 2003 any employee contribution toward medical insurance premiums shall be tax sheltered pursuant to Section 125 of the Internal Revenue Service Code (as long as this is permitted by the IRS).

#### **Attendance Bonus**

#### **Seniority Bonus**

**Education Incentive****Shift Differential****Uniform Allotment****Position of the City:**

During the course of negotiations the parties came to agreement on enhancements to a number of incentives and bonuses. The only point of contention is when they are effective. The City believes they should be effective upon the issuance of the Fact Finder's Report.

The only exception is the educational incentive. In this article the City also believes a provision should be added that requires repayment of any money paid to an employee if that employee leaves the employ of the city within two (2) years after completing the course.

**Position of the FOP:**

The Union believes that these economic benefits should be effect January 1, 2008, along with any other economic considerations in the contract.

It sees no need for the payback provision in the educational incentive noting that no bargaining unit member can be recalled who ever left within two (2) years of the completion of a course.

**Discussion and Recommendations:**

I agree with the Union that these economic benefits should be effective January 1, 2008, and so recommend.

I do agree with the City that it is only reasonable that a person who benefits from tuition reimbursement needs to stay long enough to allow the City to benefit from the newly acquired knowledge.

Therefore I recommend the Educational Incentive Section read as follows:

**Section 19.05. Tuition Reimbursement:**

All Employees are entitled to tuition reimbursement for all classes or courses at an accredited school or university, related to an Employee's personal-career development and the City's personnel development needs. Any Employee who earns the grade of "C" or above shall be reimbursed 100% of the cost of tuition. This section is intended to supersede the limitation on amount of reimbursement in the Personnel Policy and conflicting provisions. Any dispute as to whether an Employee is entitled to tuition reimbursement on the basis of the courses selected shall be submitted to a Tuition Reimbursement Committee, which shall be made up of one member appointed by the Union, the CWA, and management. Determinations made by the Committee may be appealed to the grievance-arbitration committee.

An Employee receiving reimbursement must continue their employment with the City for two (2) years from the end of the last reimbursed grading period. If not, the Employee shall pay back to the City a proportionate share of the cost of the tuition and any fees incurred under this program. The proportion shall be a fraction, the numerator of which is the 24 months minus the number of months since the end of the last reimbursed grading period and the denominator of which is 24 months. This fraction will be multiplied by the total amount the City has paid. Repayment by the Employee may be withheld from the Employee's last check.

**DRUG AND ALCOHOL REGULATIONS**

**Position of the City:**

The City proposes to amend Article 23 to reflect participation in the Level One of the Ohio Bureau of Workers Compensation *Drug Free Workplace Program*.

The City notes that participation would not only lead to a safer workplace but would also result in some modest cost saving to the City.

The City believes it is simply good business practice to adopt such a program.

**Position of the FOP:**

The Union prefers the Drug and Alcohol Article remain status quo. It notes that there is no evidence that any Police Officer has been guilty of abuse under this policy.

The Union also feels that if the City is going to earn some cost savings on such a program the Union should share in the savings.

**Discussion and Recommendation:**

Every employee benefits from a safer workplace. Certainly police officers more than most, know the dangers of abusing drugs or alcohol in the workplace.

It is commendable that there are no officers who would be adversely affected by these changes. There should be no objection to implementing such a program since that is the case.

I disagree with the Union that it is deserving of a share of the modest funds that might be saved. Collective Bargaining is a process that helps the parties reach agreement on fair and equitable wages and benefits, but there is no guarantee or expectation that every individual pot of money must be divided. That is true, especially in this matter, where employees are asked to do what is in their own best interest as well as that of the City.

For the most part I recommend the changes proposed by the City.

Because of the length of the Article (sixteen pages), I will include only those sections of the current Article that contain recommended changes.

NO CHANGE: Sections 23.01, 23.02, 23.03, and 23.05 1, 2 (a) through (k).

**23.05 2 (m) (n) (o) (p) (q) shall be added.**

**(m.) A pattern of abnormal conduct, erratic, or aberrant behavior, or deteriorating work performance such as frequent absenteeism, excessive tardiness, or recurrent accidents, that appear to be related to the use of alcohol or a controlled substance, and does not appear to be attributable to other factors.**

**(n.) The identification of an employee as the focus of a criminal investigation into unauthorized possession, use, or trafficking of a controlled substance. The employee *is* responsible for notification of the City within five (5) working days, of any drug-related conviction;**

**(o.) A report of use of alcohol or a controlled substance provided by a reliable and credible source; or**

**(p.) Repeated or flagrant violations of the safety or work rules of the City that are determined by the employee's supervisor to pose a substantial risk of physical injury or property damage and that appear to be related to the use of alcohol or a controlled substance and that do not appear attributable to other factors;**

**(q.) Newly discovered evidence that the employee has tampered with a previous drug or alcohol test.**

**Section 3 should read as follows:**

- 3. Supervisors encountering such trends by employees must use good judgment in evaluating the situation. Supervisors should document patterns of deteriorating work performance to establish factual data in establishing reasonable suspicion. ~~Supervisors are never to act upon hearsay unless other corroborating information is established.~~ Reasonable suspicion testing does not require certainty, but mere "hunches" are not sufficient to justify testing. To prevent this, all managers/supervisors will be trained to recognize drug and alcohol-related signs and symptoms. Testing may be for alcohol or drugs (illegal, prescription or over-the-counter) or both.**

Article 23.04 Sections (4) (5) and (6) No change

**Article 23.04 (7) (8) and (9) are new and should read as follows.**

7. **Where reasonable suspicion arises, the employee suspected of substance use will be taken by the supervisor to a local clinic for drug/alcohol testing. Following the drug/alcohol test, the employee will be sent, or taken home, and placed on suspension until the results from the test are obtained by the City.**
8. **If the employee's test results are negative, then the employee will be returned to his/her original job position and will receive pay for any periods for which he/she was suspended pending the drug test results. If the employee's test results are positive, then the employee will be subject to discipline, up to and including termination, and will not receive pay for any periods of suspension pending the test results.**
9. **Employees legally taking prescription drugs or over-the-counter medications, which might impair their ability to perform their job duties, must report such drug use to their immediate supervisor. Depending on the circumstances, the City may place the employee in a non-safety sensitive position while taking the drugs (prescription or OTC) or place the employee on an unpaid leave of absence [or paid sick leave if available] while taking the drugs.**

Article 23.05 (1) (A) – (E) No change

**Article 23.05 (2) should read:**

2. **Post-accident testing for drugs and/or alcohol can be conducted whenever an accident occurs, regardless of whether or not an injury results from the accident. An accident is an unplanned, unexpected, or unintended event that occurs on City property, during the conduct of City business, or during working hours, or which involves one of the City's motor vehicles, or a motor vehicle used in conducting City business, or is within the scope of employment, and results in any of the following:**
  - A. **A fatality of anyone involved in the accident;**
  - B. **Bodily injury to the employee and/or another person that requires off-site medical attention away from the City's place of employment; or**
  - C. **Vehicular or non-vehicular damage in apparent excess of \$400.00.**

**In addition, testing will occur when an officer fires a weapon at someone whether or not the person is injured, or an Employee discharges a firearm apparently in violation of the Department's**

**Firearms Policy.** ~~or an Employee has caused "serious physical harm" to an individual by any means during the performance of his/her police duties.~~

6. ~~An Employee, on duty or driving a City vehicle, may have caused a traffic accident involving either a fatality or "serious physical harm to a person", as defined in Ohio Revised Code Section 2901.01 (E), or "serious physical harm to property", as defined in Ohio Revised Code Section 2901.01 (F).~~

7r ~~An Employee, in pursuit of another vehicle, may have caused an accident resulting in:~~

a. ~~"Serious physical harm", to the employee;~~

b. ~~"Serious physical harm" to the subjects in the pursued vehicle;~~

c. ~~"Serious physical harm" to a third party;~~

d. ~~"Serious physical harm to property".~~

A new 23.06 should read:

**Section 23.06. Follow-Up Testing After Return to Duty From Assessment or Treatment.**

**A return-to-duty test will occur when an employee, who previously tested positive for substance use but was not terminated, is reinstated to his/her position.**

**A negative return-to-duty test is required before the employee will be allowed to return to work. If the employee fails the return-to-duty test, he/she will be immediately terminated from employment.**

**After an employee passes the return-to-work drug and/or alcohol test and resumes working, the City, at its discretion, can require additional unannounced tests for as long as twenty-four (24) months. Any employee with a positive second substance test result will be immediately terminated.**

Old 23.06 – No change (it and subsequent articles should be re-numbered in editing.)

Old 23.07 – No change except that the last sentence should be deleted: "Drug test results and records shall be stored and retained in compliance with Ohio Revised Code Chapter 117."

Old 23.08 (Consequences) should read as follows:

1. Employees who refuse to cooperate in required tests, test positive for illegal drugs or use, possess, buy, sell, manufacture, deliver, or dispense illegal drugs in violation of this Policy will be suspended, pending termination.

2. Unless aggravating circumstances are present (in which case an Employee may be terminated), the first time Employees test positive for alcohol or possess, consume or are under the influence of alcohol, they will be subject to disciplinary action short of termination, **and will be referred to an Employee Assistance Provider. Continued employment will be conditioned upon cooperation with the EAP, successful completion of any prescribed treatment, passing follow-up tests, and other appropriate conditions.**

Employees who test positive for alcohol or violate these alcohol rules more than once are subject to further disciplinary action up to and including termination. ~~or may be referred to an Employee Assistance Provider in which case continued employment and/or reinstatement will be conditioned upon cooperation with the EAP, successful completion of any prescribed treatment, passing follow-up tests and other appropriate conditions.~~

Old 23.09 – No change

Old 23.10 – No change

## 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 23rd 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 Sorrel Logothetis, Cook, Portune, and Logothetis, 22 West Ninth Street, Cincinnati, Ohio 45202, for the Fraternal Order of Police; and Janet K. Cooper, Cooper, Gentile, and Washington, 118 West First Street, Dayton, Ohio 45402, for the City of Beavercreek, Ohio; and by regular U.S. Mail upon Edward E. Taylor, Administrator of the Bureau of Mediation, State Employment Relations Board, 65 East State Street, 12<sup>th</sup> Floor, Columbus, Ohio 43215-4213, this 23<sup>rd</sup> day of April, 2008.

  
\_\_\_\_\_  
N. Eugene Brundige,  
Fact Finder