



## **SUBMISSION**

The bargaining unit consists of approximately sixteen part-time Firefighter/EMT Trainees; part-time Firefighter/Paramedic Trainees; part-time Firefighter/EMTs; and part-time Firefighter/Paramedics employed by the Springfield Township Fire Department. The Parties have heretofore not enjoyed a collective bargaining relationship and accordingly met in negotiations toward a first contract on several occasions prior to reaching impasse on the issues enumerated below. Pursuant to the provisions of Ohio Revised Code 4117.14(C)(3), the undersigned was appointed Fact-finder in the matter.

Having reached impasse, the Parties requested that the Fact-finder convene a mediation session to attempt resolution of issues outstanding. Accordingly, mediation was conducted on December 1, 2009 at the Springfield Township Hall in Akron, Ohio. Mediation having failed to resolve the issues at impasse, the remaining issues were submitted to the Factfinder at an evidentiary hearing at which the Parties were afforded an opportunity to present evidence and testimony, and to cross examine witnesses.

The Employer sought post-hearing admission of an affidavit from the Township's Fiscal Officer, to which the Union offered no objection, but requested opportunity for rebuttal. The notarized affidavit of R. Bruce Killian, Springfield Township Fiscal Officer, dated December 7, 2009, was served on the Arbitrator and the Union and admitted into evidence. A telephone conference was held between the Parties and the Arbitrator at which the Union was afforded opportunity to raise issues regarding the material presented in the affidavit. The matter was declared closed on December 15, 2009.

## **ISSUES AT IMPASSE**

The Parties identified and presented the following issues as unresolved:

- 1. Article 24        -        Wages**
- 2. Article 28       -        Scheduling**
- 3. Article 28       -        Minimum Manning**
- 4. Article 42       -        Longevity Pay**
- 5. New               -        Impasse Arbitration\***

\*Proposed by the Organization as Article 43 – Impasse Arbitration

## **STATUTORY CONSIDERATIONS**

In weighing the positions presented by the Parties, the Fact-finder was guided by the considerations enumerated in OAC 4117-9-05(K), *et seq*, specifically:

- 4117-9-05(K)(1)** Past Collectively bargained agreements, if any, between the parties;
- 4117-9-05(K)(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;
- 4117-9-05(K)(3)** The interests 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;
- 4117-9-05(K)(4)** The lawful authority of the public employer;
- 4117-9-05(K)(5)** Any stipulations of the parties;
- 4117-9-05(K)(6)** Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of the issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

## **BACKGROUND**

Springfield Township (Township or Employer) is a bedroom community of some 17,000 residents located southeast of Akron, Ohio. While the Township provides safety services, including EMS, through fulltime Police and Fire units, it also utilizes approximately 16 part-time Firefighter/EMTs and Firefighter/Paramedics organized and represented by the Springfield Township Part-time Firefighters Organization (Union or Organization).

The Organization was certified as the exclusive representative of the Township's part-time firefighters by the SERB in May of 2006, and a Notice to Negotiate was filed by the Union in February of 2008. Initially, the Parties were able to reach tentative agreement on certain non-economic issues, but did not commence bargaining over wages until January of 2009. As a basis for negotiations, the Parties utilized the current collective agreement between the Employer and its fulltime Firefighters, represented by the International Association of Fire Fighters, Local 3040. The proposals herein, as well as the tentative agreements reached by the Parties, mirror the specific respective articles and sections of the IAFF agreement. The Parties have tentatively agreed to a duration of the initial Agreement from the date of ratification through December 31, 2011.

Many of Springfield Township's part-time Firefighters hold fulltime positions with Fire Departments in neighboring communities. The Township's part-time Firefighter/Paramedics currently earn \$14.67 per hour; Firefighter/EMTs earn \$12.85. Not unsurprisingly, the Parties here present somewhat differing figures for purposes of comparability with area peer communities.

Of the fulltime/part-time operations, the Organization submits five surrounding jurisdictions with which it compares Springfield Township. Of these, Coventry Township is the lowest paid at \$17.65 per hour, with the City of Fairlawn the highest at \$19.67 for Firefighter/Paramedics. The average hourly Firefighter/Paramedic wage of the peer communities submitted by the Union is \$18.79 per hour. As comparable wage rates for Firefighter/EMTs, the Organization proposes the same five jurisdictions. Coventry is again the lowest paid Department, at \$15.00 per hour; Bath is highest, at \$17.59; the average wage for Firefighter/EMTs submitted by the Union is \$16.50.

The Employer submits a more extensive list of some 19 area communities.<sup>1</sup> Again considering only those jurisdictions with combined part-time and fulltime employees, Brimfield Township is the lowest 2009 hourly wage rate for part-time Firefighter/EMTs, at \$9.66.<sup>2</sup> The high rate noted by the Employer for part-time Firefighter/EMTs was that of Bath at \$16.43. Wages paid to part-time Firefighter/Paramedics as submitted by the Township ranged from Brimfield's low of \$12.41; to a high of \$19.67 in Fairlawn. The average Firefighter/EMT wage rate presented by the Employer was approximately \$13.72; Firefighter/Paramedics received, on average, approximately \$16.35.

While the diversity of jurisdictions submitted by both Parties as well as the inherent and indeterminable disparities in the economic circumstances of the communities submitted makes any but a rough comparability possible, it is reasonable to conclude that Springfield Township's part-time Firefighter/EMTs and Firefighter/Paramedics are paid below prevailing market wage rates for the area.

With regard to internal parity, the 2009 hourly wages of the Employer's fulltime firefighters ranged from \$13.93 for Firefighter/EMT Trainees through \$18.88 for a Fire/Paramedic with seven years experience; 2010 wages increased at varying rates. Part-time Springfield Township Police Officers are currently paid at the rate of \$15.45 per hour.

The Township's funding for its Fire Department derives primarily from billings for ambulance services, as well as receipts from three tax levies: a 1.0 mill Fire Protection Levy; a 3.2 mill EMS Systems Special Levy; and a 1.8 mill Fire/Ambulance Levy. In 2009 revenues from these three levies totaled \$1,448,565.62. Ambulance billings returned \$381,134.76 for the 11 month period January through November, 2009. By contrast, costs of providing Fire and EMS services totaled \$1,763,042.94 January through November, 2009, with the Township projecting the total cost of Fire Department Operations at approximately \$1,923,000, exceeding Fire Levy proceeds and ambulance billings by some \$100,000. The Township proposes to appropriate \$50,000 of general operating fund monies from its budget line for Fire and the additional \$50,000 from its EMS budget line.

The Township's General Fund carried over \$1,502,260.65 from 2008 into 2009. The

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<sup>1</sup> Of the jurisdictions submitted by the Employer, a number were volunteer departments or paid on a call-by-call basis; still others employed only one fulltime officer. For purposes of this analysis, such departments have been disregarded.

<sup>2</sup> It should be noted that Brimfield paid a high EMT rate of \$11.13 in 2009, presumably based on a 7-year step schedule similar to that of its fulltime Firefighters.

Township warns that it requires approximately 25-30% of its total operating expenses for the year to be carried over in order to fund operations for three months while proceeds from property tax levies are under collection. However, it is reasonable to conclude that the Employer is not without the financial resources to finance the economic issues proposed by the Union, as contemplated by the established understanding of OAC 4117-9-05(K)(3).

An additional factor in the present negotiations is a proposed “operational alliance” or consolidation of the Township’s fire services with those of the neighboring Village of Lakemore, with which the Township has engaged in “operational collaborations” in the past. Under the consolidation proposal Lakemore’s approximately 18 part-time Firefighter/Paramedics and Firefighter/EMTs, as well as the Village’s four part-time officers would be merged with the Township’s part-time compliment. The “SpringLake Consolidated Fire District” would be transitioned into full operational existence within five years, “or by the conclusion of year 2014.”

Guided by the considerations enumerated in ORC 4117.14(G)(7)(a-f), the factors discussed above, and those set out below, the Factfinder respectfully renders this Report & Recommendations.

## **FINDINGS AND RECOMMENDATIONS**

### **Article 24 – Wages**

#### **Union Proposal:**

#### *ARTICLE 24 WAGES*

*Section 24.1: Effective January 1, 2008, members of the Collective Bargaining Unit shall be paid in accordance with the following:*

<i>Probationary Part-time Firefighter</i>	<i>\$12.00/hr.</i>
<i>Part-time Firefighter/EMT</i>	<i>\$14.00/hr</i>
<i>Part-time Firefighter/Paramedic</i>	<i>\$17.00/hr</i>

*Effective January 1, 2009:*

<i>Probationary Part-time Firefighter</i>	<i>\$12.36/hr.</i>
<i>Part-time Firefighter/EMT</i>	<i>\$14.42/hr</i>
<i>Part-time Firefighter/Paramedic</i>	<i>\$17.51/hr</i>

*Effective January 1, 2010:*

*Probationary Part-time Firefighter \$12.48/hr.*

*Part-time Firefighter/EMT \$14.85/hr*

*Part-time Firefighter/Paramedic \$18.04/hr*

\* \* \*

*Section 24.3: All part-time employees hired after January 1, 2009 will be required to have their payroll checks directly deposited into an account or accounts as determined by the employee.*

The Organization argues that the Township's part-time Firefighter/Paramedics are paid \$14.67 per hour, or what the Union contends is \$1.15 below entry-level fulltime Springfield Firefighter/Paramedics, and \$4.21 less than the Township's highest paid fulltime Firefighter/Paramedics who perform the same duties. Moreover, the Union contends that the average part-time Firefighters' in the region is \$16.37 per hour, \$1.70 per hour more than bargaining unit members here, despite that Springfield Township has a higher call volume than that of neighboring communities.

These wage proposals represent a 13.7% increase for Firefighter/Paramedics and an 8.9% increase for Firefighter/EMTs, retroactive to January 1, 2009, and a 3% increases in each of the Agreement's final two years. Even then, the Union maintains that bargaining unit members will make "substantially less per hour than their full-time peers in the Springfield Township Fire Department. Additionally, the Organization presents evidence to indicate that the actual per hour cost of part-time Firefighters is less than half the \$29.62 per hour paid fulltime employees when the cost of benefits is considered.

Additionally, the Organization points out that the Employer has not, and cannot, claim an inability to pay the wage increases proposed here. In fact, the Union asserts, the Township's tax revenues have increased in the past two years.

**Township Proposal:**

The Employer proposes wage increases of 3% over the current 2008 rate in each of Agreement's three years. On the basis that economic factors other than wages were under discussion throughout the year, no adjustment to the wages of part-time Firefighters was made in 2009. However, the Township points out that in 2007 and 2008 - "better economic times" - the Employer increased the wages of its non-probationary part-time Firefighters by 4%. The current economic conditions do not support an increase in excess of 3% per year

the Township argues. Neither would the community, whose residents have themselves experienced some unemployment, reduction in hours of work, and elimination of pay raises and benefits, support increases for part-time firefighters of over 3% per year. Additionally, the Employer contends that SERB's Annual Wage Settlement Report indicates the average statewide wage increase in 2008 was 2.92%, and in the Akron/Canton area the average 2008 increase was 2.87%. The Employer's 3% proposal is consistent with the 3% increase for the Township's non-bargaining unit personnel in 2009.

**Findings and Recommendations:**

As discussed in Background above, the wages paid Springfield Township's part-time Firefighters are notably below market wage rates submitted by both the Organization and the Employer, as well as internal parity with the Township's fulltime Firefighters, who perform exactly the same duties. Moreover, the Township does not lack an ability to finance the Organization's proposal. Accordingly, it must be determined that an increase in the base wage rate for this bargaining unit is neither inconsistent with nor precluded by the statutory considerations.

However, given the current economic climate, adjustments such as those sought by the Organization are not propitious. Based on the figures submitted by the Township, average 2009 market wage rates for part-time Firefighters in combined fulltime/part-time operations comparable to Springfield Township are approximately \$13.72 for Firefighter/EMTs and, on average, approximately \$16.35 for Firefighter/Paramedics. Adjusting, retroactively to January 1, 2009, the 2009 base wages to those figures, and providing annual wage increases of 3% in the final two years of the Agreement would yield the following provision, which is accordingly recommended.

**Recommended Contract Language:**

**Section 24.1: Effective January 1, 2009, members of the Collective Bargaining Unit shall be paid in accordance with the following:**

**Probationary Part-time Firefighter \$12.00/hr.**  
**Part-time Firefighter/EMT \$13.72/hr**  
**Part-time Firefighter/Paramedic \$16.35/hr**

**Effective January 1, 2010:**

**Probationary Part-time Firefighter \$12.36/hr.**

**Part-time Firefighter/EMT \$14.13/hr**  
**Part-time Firefighter/Paramedic \$16.84/hr**

**Effective January 1, 2011:**

**Probationary Part-time Firefighter \$12.48/hr.**  
**Part-time Firefighter/EMT \$14.55/hr**  
**Part-time Firefighter/Paramedic \$17.35/hr**

### **Article 28 - Scheduling**

#### **Union Proposal:**

#### *ARTICLE 28 SCHEDULING*

*Section 28.1: Monthly shift fill scheduling will be done based upon the seniority of the part-time Firefighters, unless otherwise agreed upon by the Fire Chief and the Organization. Seniority will be determined according to the date of hiring as an employee of the Springfield Township Fire Department.*

In May of 2009 the Organization proposed the above language on learning of plans to consolidate the Township's fire and EMT operations with those of Lakemore Village. While the Union contends that the Township's Fire Chief had previously indicated that Lakemore part-time Firefighters would not carry over their departmental seniority, the Organization argues that the proposal made to the Lakemore Village Council stated otherwise. Such a carryover would adversely impact current bargaining unit members with less seniority in Springfield than colleagues in the Lakemore Department. Accordingly, the Union proposes the above provision to retain the current seniority of bargaining unit members, irrespective of consolidation.

#### **Township Position:**

The Employer argues that the Union did not propose the Section 28.1 language until May 29, 2009, after more than a year of negotiations. The Township opposes the Organization's proposal on grounds that it is an unnecessary contravention of the Employer's management rights as set forth in Article 18 of the Agreement. Moreover, the Township argues that the proposal was made too late in the bargaining process.

#### **Findings and Recommendations:**

Not surprisingly, members of the current bargaining unit wish to insure that benefits

accruing from seniority within the Springfield Township Fire Department continue to obtain should the proposed consolidation take place. Despite the Organization's position, the proposal here addresses scheduling, potentially leaving seniority for purposes of layoff to other contract provisions. Notwithstanding that limitation, the part-time Firefighters now in the employ of Lakemore will presumably be incorporated into this bargaining unit, and accordingly some seniority allocation will be necessary. The Organization's proposal is therefore reasonable, and is recommended.

**Recommended Contract Language:**

**ARTICLE 28  
SCHEDULING**

**Section 28.1: Monthly shift fill scheduling will be done based upon the seniority of the part-time Firefighters, unless otherwise agreed upon by the Fire Chief and the Organization. Seniority will be determined according to the date of hiring as an employee of the Springfield Township Fire Department.**

**Article 28 – Minimum Manning**

**Union Proposal:**

*ARTICLE 35  
MINIMUM MANNING*

*Section 35.1: The Township shall use its best efforts to maintain a minimum of three part-time employees on-duty for the purpose of answering calls.*

*Section 35.2: Any vacancies in part-time positions can be filled by a member of Local 3040 if deemed necessary by the Chief.*

*Section 35.3: The minimum manning can be subject to change if new full-time positions are added by the Township. For every Local 3040 member added the Organization may be willing to subtract the equivalent part-time positions.*

The Organization argues that the exact language proposed by the Union here is set forth in the Township's agreement with its fulltime Firefighters, represented by IAFF Local 3040. As the Parties here have agreed that the language of the Local 3040 agreement should be incorporated where possible, the Union argues that it is appropriate here, based on the rationale for its inclusion in the fulltime contract: a minimum staffing level assure a safe number of personnel on duty. The high number of calls in Springfield Township require that its stations be manned by an adequate number of first-responders.

The Union maintains that the language provides for the hiring of additional fulltime

personnel, and it is willing to reduce the minimum-manning level in such an eventuality.

**Township Position:**

The Employer contends that the matter of minimum manning is a right reserved to management and, as a permissive rather than mandatory subject of bargaining, the Township is not required to negotiate over the issue.

Moreover, the Employer argues that the Union's proposal would dramatically increase the number of hours worked, and as a consequence the bargaining unit's size. Finally, the proposal would conflict with provisions of the fulltime agreement, specifically language prohibiting any part-time bargaining unit member to fill a shift when fulltime bargaining unit members are on layoff.

**Findings and Recommendations:**

As the Parties have negotiated over the Union's proposal, the question of permissive versus mandatory subject matter is moot. However, the Organization's proposal here would create a tension between its language and the management right to determine the adequacy of the workforce tentatively agreed upon by the Parties at Section 18.1(F). Additionally, the Union presents no evidence that the dramatic increase in staffing resulting from its proposal is necessary to ensure the safety of the community. For these reasons, the Organization's proposal cannot be recommended.

**Recommended Contract Language:**

**Not recommended**

**Article 42 – Longevity Pay**

**Union Proposal:**

*ARTICLE 42  
LONGEVITY PAY*

*Section 42.1: All bargaining unit members shall be entitled to additional compensation for longevity as described in this Article.*

*Section 42.2: A bargaining unit member shall earn \$7.00 per month additional compensation for each year of continuous part-time employment with the Township in excess of five (5) years beginning with his/her current part-time hire date, with a maximum additional compensation of \$100.00 per month.*

*Section 42.3: Payment will be made once a year in the first payroll of December. Said payment shall be made with a separate check specific to Longevity Compensation.*

The Union argues that the longevity benefit it proposes here mirrors that of the

Township's agreement with Local 3040's fulltime Firefighters. The same benefits should be afforded the Employer's part-time Firefighters, creating an incentive for bargaining unit members to maintain their employment with Springfield Township, and minimizing the traditionally high turnover in the force. Longevity benefits are enjoyed by part-time units in Tallmadge and Copley, with run volumes comparable to those of Springfield Township, according to the Union

**Township Position:**

The Employer contends that some of the part-time bargaining unit members work very few hours by comparison to the Township's fulltime personnel. To agree to the Union's longevity proposal would be to potentially unfairly enrich some part-time Firefighters who work few hours or not at all for extended periods of time.

**Findings and Recommendations:**

The hours worked by the Township's part-time Firefighters are too variable and insufficiently determinable to support comparison with those of the fulltime bargaining unit. A benefit such as longevity, applicable to the Firefighters employed fulltime with the Township, is not equitably supportable for part-time employees. Accordingly, the Organization's proposal cannot be recommended.

**Recommended Contract Language:**

**Not recommended.**

**New - Impasse Arbitration**

**Union Proposal:**

*ARTICLE 43*

*IMPASSE ARBITRATION*

*Ninety (90) days before the expiration of this Contract, the Township and the Organization shall begin negotiations and shall negotiate for a period of at least sixty (60) days. After sixty (60) days either party can demand final and binding arbitration by written notice to the other; of all issues on which they are at impasse in accordance with the following procedures:*

- (a) Immediately following the declaration of impasse by either party, the parties shall begin the selection process of an impartial arbitrator by the strike-off method from a list of seven (7) arbitrators provided by the Federal Mediation and Conciliation Service (FMCS) or the State Employment Relations Board (SERB).*
- (b) At least five (5) days prior to scheduled interest arbitration hearing, the parties shall submit their final offer on each unresolved issue to the arbitrator.*

- (c) *The arbitrator may hold hearings and receive evidence or documentation in accordance with the arbitration rules of the American Arbitration Association.*
- (d) *After receiving whatever evidence the parties wish to submit, the arbitrator shall select the final offer of one of the parties on each of the impasse issues and shall issue an award incorporating all of these selected final offers, without modification.*

The Union argues that the provisions for binding interest arbitration as set forth in ORC 4117.14 are unavailable to the members of this bargaining unit under the statutory definition. The present negotiations have been ongoing for over a year and one-half. The Organization contends that it proposed the above language in lieu of a higher wage demand, in the belief that binding interest arbitration would permit the Organization to address future wage disparities that might arise through the arbitral process rather than prolonged negotiations. In the summer of 2009, the Union wished to engage in a strike, rather than fact-finding due to the Township's ability to reject any fact-finding recommendations favorable to the bargaining unit. Indeed, the Union is candid in stating that it views this forum simply as a necessary preface to a strike.

Additionally, the Union states its willingness to agree to a "no-strike" provision in the Agreement, if the Township agrees to or accepts the impasse arbitration language proposed by the Organization. The language is of no cost to the Township, the Union argues. As it presents significant benefits to both Parties, it should be recommended by the Factfinder.

**Township Position:**

The Employer rejects the Union's proposal as "unacceptable", maintaining that a statutory dispute resolution process is established in ORC 4117, providing for fact-finding, followed by the opportunity of the bargaining unit to strike if the Factfinder's recommendations are not accepted or deemed accepted.

Impasse arbitration is a permissive subject of bargaining, according to the Township, and the Employer is consequently not required to bargain over the issue. Moreover, of some 15 part-time collective bargaining agreements contained in the SERB website database none included impasse arbitration provisions.

The Employer asserts that the Union's proposal is unnecessary; in contravention of the management rights set forth in Article 18; that it abrogates statutory rights of the employer with regard to impasse resolution; and that no comparables justify inclusion of such a provision. Accordingly, the Township urges that it not be recommended or included

in the part-time Agreement.

**Findings and Recommendations:**

While this Arbitrator believes that the “final offer” interest arbitration system provided under Ohio law fails to meet its promise of bringing the positions of the parties closer, there are many reasons to believe such a system serves the public interest with regard to safety forces. Notwithstanding its potential benefits to the Parties, both generally and in the present matter, the General Assembly has chosen to exclude part-time safety forces from its provisions. While certain dispute resolution processes alternative to the statutory procedure are permissible under ORC 4117.14(C), they are to be instituted by mutual agreement of the Parties. Absent consensual acceptance by the Parties here, imposition – even through the non-binding fact-finding process – of such a provision is imprudent. Accordingly, it is not recommended.

**Recommended Contract Language:**

**Not Recommended.**

## **SUMMARY OF RECOMMENDATIONS**

**1. Article 24 – Wages**

Effective, and retroactive to January 1, 2009:

Probationary Part-time Firefighter	\$12.00/hr.
Part-time Firefighter/EMT	\$13.72/hr
Part-time Firefighter/Paramedic	\$16.35/hr

Effective, and retroactive to January 1, 2010:

Probationary Part-time Firefighter	\$12.36/hr.
Part-time Firefighter/EMT	\$14.13/hr
Part-time Firefighter/Paramedic	\$16.84/hr

Effective January 1, 2011:

Probationary Part-time Firefighter	\$12.48/hr.
Part-time Firefighter/EMT	\$14.55/hr
Part-time Firefighter/Paramedic	\$17.35/hr

**2. Article 28 - Scheduling**

Scheduling based on Springfield Fire Department seniority.

**3. Article 28 – Minimum Manning**

Not recommended.

**4. Article 42 – Longevity Pay**

Not recommended.

**5. New - Impasse Arbitration**

Not recommended.

## **TENTATIVE AGREEMENTS OF THE PARTIES**

Prior to fact-finding, the Parties reached tentative agreement on a number of issues, enumerated and included by reference herein.

- Article 1 - Duration
- Article 2 - Purpose
- Article 3 - Organization Recognition
- Article 4 - Acknowledgement
- Article 5 - Severability
- Article 6 - Organization Business
- Article 7 - Bulletin Boards
- Article 8 - Dues Check Off
- Article 9 - Non-Discrimination
- Article 10 - Labor Management Committee
- Article 12 - Probation and Probationary Employees

- Article 13 - Training
- Article 15 - Immunizations-Vaccinations
- Article 16 - Household Conveniences
- Article 17 - Seniority, Layoff and Recall
- Article 18 - Management Rights
- Article 19 - Personnel Files and Records
- Article 21 - Disciplinary Action
- Article 22 - Hours of Work
- Article 25 - Callback (Overtime)
- Article 26 - (excluded)
- Article 27 - No Strike/No Lockout
- Article 29 - Holidays
- Article 39 - On-Duty Injury
- Article 40 - General Liability and Malpractice Insurance
- Article 41 - Personal Vehicle Use

All other tentative agreements reached by the Parties not specifically set forth herein.

*/s/ Gregory James Van Pelt*

Gregory James Van Pelt

Respectfully submitted this 29<sup>th</sup> day of March, 2010  
At Shaker Heights, Cuyahoga County, Ohio