



STATE EMPLOYMENT  
RELATIONS BOARD

FACT-FINDING TRIBUNAL OF THE STATE EMPLOYMENT RELATIONS BOARD 2008 OCT 16 P 1:01

**IN THE MATTER OF:**

**REPORT OF FACT FINDER**

**AMERICAN ASSOCIATION OF  
UNIVERSITY PROFESSORS,  
CINCINNATI STATE CHAPTER  
Employee Organization,**

**CASE NUMBER:**

**08-MED-07-0733**

**and**

**CINCINNATI STATE TECHNICAL  
AND COMMUNITY COLLEGE  
Employer.**

**DATE OF HEARING: September 23, 2008**

**FACT FINDER: Charles W. Kohler**

**DATE OF REPORT: October 14, 2008**

**APPEARANCES:**

**FOR THE EMPLOYEE ORGANIZATION:**

**FOR THE EMPLOYER:**

**Donald L. Mooney, Jr., Attorney at Law  
and Geoffrey Woolf, Chief Negotiator**

**Brian G. Dershaw, Attorney at Law,  
Special Counsel for Nancy H. Rogers, Ohio  
Attorney General, and Eugene L. Breyer, Jr.,  
Director of Human Resources**

## **PROCEDURAL BACKGROUND**

This matter involves the negotiation of a collective bargaining agreement between the Cincinnati State Technical and Community College ("College," "Employer" or "Cincinnati State") and the American Association of University Professors, Cincinnati State Chapter ("AAUP" or "Union"), for a bargaining unit consisting of full-time instructors, counselors, cooperative education coordinators, pre-tech advisors, the Writing Center Manager, the Coordinator of Information Services (librarian), Coordinator of Technical Services (librarian), and the Instructional Designer.

On August 18, 2008, the State Employment Relations Board ("SERB") appointed the undersigned as Fact Finder, pursuant to Ohio Revised Code Section 4117.14 (C)(3). A fact-finding hearing was held on September 23, 2008, on the campus of the College. The parties agreed that the fact-finding report would be issued electronically and by regular mail on October 14, 2008.

The bargaining unit currently consists of approximately 177 employees. The bargaining unit was certified by the SERB pursuant to an election held on April 25, 1989. The parties have entered into successive collective bargaining agreements since that time. The current agreement covers the period from September 2005 to September 2008.

The parties began negotiations for a new agreement on May 20, 2008. Since that time, the parties have met approximately 18 times. The parties have reached tentative agreements on all issues, except for those noted below.

As of the fact-finding hearing of September 23, 2008, the following issues remain unresolved:

- Article VII (A) - Compensation, Current Faculty Members
- Article VII (C) - Compensation, Longevity Pay
- Article VII (D) - Compensation, Overload
- Article VIII (B) - Workload, Workload Units
- Article VIII (D) - Program Chair and Area Chair Units
- Article VIII (H) - Workload Unit Assignment
- Article IX - Electronically Purveyed Methods of Instruction, Workload
- Article IX - Electronically Purveyed Methods of Instruction –  
Right of First Refusal
- Article X - Benefits, Health Insurance
- Article XII - Tenure
- Article XXI - Duration

### **TENTATIVE AGREEMENTS**

The tentative agreements of the parties are hereby incorporated by reference into this report as recommendations. In addition, unless the Fact Finder has recommended a change in the language of the last agreement, or the parties have tentatively agreed to a change, the Fact Finder recommends that the language of the last agreement be retained.

### **STATUTORY CRITERIA**

The following findings and recommendations are offered for consideration by the parties; were arrived at pursuant to their mutual interests and concerns; are made in accordance with the data

submitted; and in consideration of the following statutory criteria as set forth in Rule 4117-9-05 of the Ohio Administrative Code:

1. Past collectively bargained agreements, if any, between the parties;
2. Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
3. The interest and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
4. The lawful authority of the public employer;
5. Any stipulations of the parties;
6. Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of the issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

## **DISCUSSION OF OUTSTANDING ISSUES**

### **Article VII (A) - Compensation, Current Faculty Members**

The College proposes wage increases of 2.5 percent per year for each year of a three-year agreement. The College notes that the Service Employees International Union (SEIU) received a 3.5 percent increase last year. However, the College states that the SEIU unit was given a larger raise in order to “catch up” with the AAUP.

The College asserts that, for all two-year colleges in the state, Cincinnati State has the second highest average salary of \$67,744. The only college with a higher average salary is Lakeland Community College, which is not directly comparable because it is a levy-supported school. The College further points out that its per diem rate of \$376.36 is second only to Lakeland. In addition, the average faculty salary in 2007-2008 for all two-year institutions in the United States was \$55,302, and the average wage increase for the same period was 2.1 percent.

The College has to contend with a myriad of state imposed constraints, such as a mandate to make efficiency reductions of \$1.5 million in the current fiscal year, which ends on June 30, 2009. The College is also in the second consecutive year of a tuition freeze.

The College is further constrained by Senate Bill 6, which uses three financial ratios to measure financial strength. The ratios are a Primary Reserve Ratio, a Viability Ratio, and a Net Income Ratio. A composite score is derived from a combination of these three ratios. Senate Bill 6 sets forth that a college with a composite score of 1.75 percent or below for more than two years will be placed on fiscal emergency. This means that the Board of Trustees, President and other high-ranking administrators would be fired and the school would be operated by a state controlling board. The College is currently at a composite score of 2.6, which is the lowest score among community colleges in the state.

In order to avoid any further reduction in the composite score, the College contends that it must retain at least 20 percent of the general fund budget of \$66,000,000, or \$13,200,000, in cash

reserves. The College must also compensate for the fact that enrollment is down by three percent, with a resultant reduction in revenue. The College projects that, with a 2.5 percent annual wage increase, it will maintain a composite score of 2.3 provided that enrollment increases at a rate of 3 percent per year. If enrollment continues to decrease by 3 percent, the Senate Bill 6 ratio will drop to 1.8, which is dangerously close to the 1.75 score which constitutes a fiscal emergency and state takeover.

The College notes that its wage offer is very close to the AAUP wage increases for the University of Cincinnati, which will have a total wage increase of 8.5 percent over a three year agreement. The College points out that AAUP members at Cincinnati State have had a total wage increase of 82.69 percent from 1993 to 2007. The CPI increased only 43.58 percent during that time.

The AAUP proposes wage increases of six percent each year of a two-year agreement. This is commensurate with the current increase in the CPI of 5.6 percent since July 2007. Further, the AAUP notes that, unlike other two-year colleges that have step increases, Cincinnati State has no step increases. The AAUP proposes that the pay increase be implemented by a first year wage increase of 4.8 percent, plus an increase in the base salary of all bargaining unit members of \$1500.00. In the second year of a two-year agreement, the AAUP proposes a 5.0 percent increase, with a \$1500.00 increase in base salary.

The Union asserts that its members work more days per year than do faculty members at other two-year colleges in the state. The College is on a five-term year-around schedule with five 10-week terms per calendar year. Members work four out of the five terms per year, and actually teach 180 days per year. At other schools, the faculty only teaches 156 to 167 days per year. Other schools have exam weeks, grading days, in-service days, and other non-teaching days that count as working days for compensation purposes. At the end of each term at Cincinnati State, which usually ends on a Monday, grades must be submitted by Wednesday. This requires the faculty to work grading exams and compiling grades on the two days in-between terms.

The Union notes that, at other Ohio two-year colleges that have a step schedule, wage increases are applied to the whole schedule. As a result, most faculty members receive a raise much greater than the general increase. For example, at Cuyahoga Community College, the 2007 to 2010 collective bargaining agreement specifies a three percent annual raise. However, a faculty member with a Masters Degree and 12 years of service will have a 7 percent pay raise for the 2008-09 academic year by advancing to 13 service years on the step schedule, and having the benefit of the three percent across the board increase.

### **Recommendation**

The Fact Finder has reviewed the data submitted by both parties that shows the compensation of the Cincinnati State faculty compared with other similar institutions in Ohio. On the whole, the faculty is not the best paid in the state, but rank in the top tier in annual salary and per diem compensation.

It is important to be mindful of the fact that Cincinnati State is a state supported institution. Due to the depressed state of the economy in Ohio, no significant increase in state aid can be anticipated. To make matters worse for the College, the state has imposed a tuition freeze that makes it impossible for the College to increase income on its own. Since enrollment is down by three percent, tuition revenue will decrease. The College must also pay close attention to the mandates of Senate Bill 6 as the College is in some danger of falling to a composite ratio of 1.75, the point at which the state would effectively take over control of the operation of the College.

However, it is apparent that the faculty is deserving of a wage increase that will allow them to at least maintain, if not improve, their current standard of living. Projecting the future rate of inflation is an inexact science. The current data submitted by the Union shows a 5.6 percent annual increase in July 2008. This higher rate of inflation was primarily caused by the recent drastic increases in energy costs. Rising energy costs have led to increases in prices for food and other products.

The Employer has submitted data that indicates that, if energy and food costs were not considered, the core rate of inflation would be 2.5 percent. Obviously, food and fuel are commodities that everyone must purchase, so that the effect on purchasing power is closer to the 5.6 percent inflation rate than the 2.5 percent core rate. However, this demonstrates the effect that one volatile commodity can have on the index. While no one can predict the future, there are

now signs that energy costs may be decreasing from their peaks. If this scenario continues, the inflation rate will decrease.

The statutory criteria for Fact Finders require a consideration of agreements reached by similar institutions in the state. The University of Cincinnati is in the second year of a three-year agreement that provides for a total wage increase of 8.5 percent. A review of the data presented by the Employer demonstrates that other two-year institutions in Ohio have negotiated wage increases averaging about three percent per year for the 2008-2009 and 2009-2010 academic years. The current Cincinnati State AAUP bargaining agreement provided for annual wage increases of 3.5 percent per year, for a total of 10.5 percent over three years.

The Union has made some valid arguments concerning the workload of faculty members at Cincinnati State. Due to the five terms per year calendar, they are required to teach 10 to 15 additional days than faculty at other similar institutions. However, this disparity has existed for a lengthy period of time. Presumably, the parties have given consideration to the workload in establishing the current salary schedule, and have “factored in” the heavier workload in setting the current pay structure. While the workload is worthy of some consideration, it cannot be used to justify a wage increase that is far in excess of wage increases implemented at similar institutions.

The Fact Finder has considered the presentations by both parties, and the documents furnished at the fact-finding hearing. In addition, the Fact Finder has applied the statutory criteria,

particularly the present financial stability of the state government and of the College, and has made a comparison to other employees performing similar work. The Fact Finder recommends a wage increase of ten percent over a three year contractual period and implemented as follows: a 3.25 percent increase effective with the Early Fall 2008 term; an additional increase of 3.25 percent effective with the Early Fall 2009 term; and an additional increase of 3.5 percent effective with the Early Fall 2010 term.

#### **Article VII (C) - Compensation, Longevity Pay**

In 1990, the parties mutually agreed to eliminate the step schedule that is a part of many collective bargaining agreements in educational settings. Instead of yearly step increases, the current agreement provides for longevity increases of three percent upon reaching 8, 10, 15, 20 and 25 years. In addition, faculty members receive a two percent increase upon attaining tenure.

The Union proposes to add an additional three percent wage increase at 12 and 17 years. It states that these increases will help reduce salary compression. The College states that the Union is attempting to bring back the step schedule that it agreed to eliminate.

#### **Recommendation**

This is clearly an economic issue that will result in an increase in expenses over and above any across the board increase. If more longevity increases are implemented, the pay structure will

begin to look like a return to the step system. Presumably, when the AAUP agreed to eliminate the step system during contract negotiations, it received something in return from the College. The AAUP has not made a compelling argument for adding two additional longevity increases to the collective bargaining agreement. Thus, the Fact Finder recommends current language for Article VII (C).

#### **Article VII (D) - Compensation, Overload**

If a member is assigned additional units above the maximum of 16 units per term or 64 units per year, he or she is paid \$521.00 per unit for each unit over the maximum. The College proposes that the compensation remain at \$521.00 for the entire term of the new agreement, while the AAUP suggests that the payment be increased the same percentage as the across the board increase. The College notes that adjunct faculty pay was recently increased to \$400.00 per unit.

#### **Recommendation**

The Fact Finder believes that it is appropriate to apply the across the board wage increase to the overload compensation of \$521.00 per unit. Otherwise, the wage increase would not apply to a portion of the compensation for the faculty. The evidence reflects that a considerable number of faculty members perform overload work. It would be unfair to prevent them from receiving an increase when the Employer has control over whether or not a faculty member is assigned an overload. Therefore, the Fact Finder will recommend that the parties adopt the AAUP proposal for Article VII (D).

**Article VIII (B) - Workload, Workload Units**

**A. Maximum workload per term and per academic year.**

The current agreement provides for an additional payment to a faculty member who is assigned more than 16 units per term, or 64 units per year. Both parties propose changes in these maximums. The College proposes keeping the same number of maximum units per year, but increasing the maximum units per term from 16 to 18. The AAUP proposes retention of the 16 unit per term maximum, but proposes reducing the yearly maximum from 64 to 60.

The AAUP contends that members are required to spend more time per course due to advances in technology, such as email, that make it easier for students to contact faculty at any time, including nights and weekends. The faculty is expected to respond to student inquiries in a timely manner. Paradoxically, while today's students are technically savvy, they are less prepared for higher education in many ways, requiring the faculty to spend additional time on remedial matters.

The College argues that the increase to 18 units per term will allow more flexibility and reduce the cost of overload pay, which was over two million dollars during the year ending with the pay period ending August 30, 2008. The College points out that the number of days worked would not increase.

## **Recommendation**

For the fiscal year ending on June 30, 2008, the College spent \$2,078,418.00 on faculty overload pay. This is a significant amount of money considering that the regular compensation was about 12 million dollars. From a review of the evidence, it appears that lowering the maximum number of units per term to 60 would add significant additional costs in overload pay, but would not actually reduce the workload of the faculty. The change would only result in requiring the College to pay overload compensation for more courses.

Based on current financial conditions, the high cost of overload pay must be addressed. The College's proposal to allow a maximum of 18 units per term would allow the College to have more flexibility when it makes assignments. With the retention of the yearly maximum of 64 units, the faculty would be protected from any abuse by management. The number of teaching days would not be changed, and the total number of units per year would not increase. At most, a faculty member might have a slightly heavier load in one term, but would be compensated by having a lighter load in other terms. Therefore, the Fact Finder will recommend the adoption of the Employer's proposal for Article VIII (B) to allow a maximum of 18 units per term.

### **B. Calculation of overload units**

Under the current agreement, the faculty is paid for the number of hours of the course that put the member over the maximum. The AAUP contends that this is fair because the extra work of teaching an additional class is not fully compensated by paying only for the number of units over

the maximum. The College asserts that “paying for the entire course” is another factor that causes an excessive amount of money to be spent on overload compensation.

**Recommendation**

The issue of “paying for the entire course” was the subject of two arbitration awards. Presumably, through the grievance and arbitration process, the parties have become very clear about the positions of each other on the issue. In addition, for 20 years, the College has paid faculty for the “entire course.” Therefore, the Fact Finder believes that any change in this issue should be done through negotiations between the parties. The Fact Finder therefore recommends that the current language be retained.

**Article VIII (D) - Workload, Program Chair and Area Chair Units**

The current language provides that Program Chair Units and Area Chair Units be counted first in calculating workload. The College proposes a change so that these units would not be have to be counted first.

**Recommendation**

This provision is related to the concept of “paying for the entire course.” For consistency, the current language should be retained. Program Chair Units and Area Chair Units shall be counted first in calculating workload.

### **Article VIII (H) - Workload Unit Assignment**

Under the current language, faculty members who have clinical duties or cooperative education duties are credited with three units of work in addition to credit for instructional units for the course. The current language provides that the units are to be credited: “In recognition of the fact that the Health Technologies Division does not have full-time cooperative education coordinators.”

The College would like to change this provision to allow more flexibility in the crediting of units for those faculty members who have clinical duties or cooperative education duties. It proposes that, instead of three units, the number of units credited would be based on the amount of time that the faculty member must spend on these duties. For each 20 hours of work during a term, the member would be credited with one unit. The College asserts that the time required for clinical and cooperative education duties varies widely depending on the particular course, and this provision would recognize that fact.

The AAUP contends that this proposal would be difficult to manage because of inherent problems in determining what would constitute 20 hours of work. Twenty hours of work for one person might be 25 or more hours of work for a different person. This will require the College to make arbitrary judgments about the length of time in which work can be done.

### **Recommendation**

The Fact Finder agrees with the AAUP's argument that this change could result in a flood of grievances over the number of hours that are required for clinical duties or cooperative education duties. It appears that the current language has been in place for a lengthy period of time and has generally served the parties well. Under the statutory criteria, a Fact Finder must give consideration to past collective bargaining agreements between the parties. Unless there is compelling evidence, current language should generally be retained. In this case, the Fact Finder does not feel that the evidence justifies a change. Therefore, current language is recommended.

### **Article IX - Electronically Purveyed Methods of Instruction (EPMI) - Workload Units**

The AAUP proposes that one unit be added to the compensation for EPMI courses. Currently, faculty members who teach EPMI courses are compensated at the same rate as the unit value of the course.

A previous agreement provided for assigning one additional unit for teaching an EPMI course. However, the AAUP agreed to eliminate that unit because the College allegedly represented that EPMI courses would require no more time than traditional courses.

The AAUP maintains that experience has shown that teaching an EPMI course takes significantly more time than a traditional course with the same number of units. It cites a study showing that teaching an EPMI class requires about three times more time per week compared to

a traditional class. The extra time consists of time spent responding to student posts. Other studies also suggest that additional time is needed for EPMI courses.

The College points out that the parties mutually agreed to eliminate this provision that was included in a previous collective bargaining agreement. The College states that there is now little difference between EPMI courses and traditionally taught courses. The College alleges that the Union has not submitted sufficient evidence to show that the extra work required for an EPMI justifies an additional unit. The College also states that properly preparing for a traditional course can take a significant amount of preparation time prior to each class session. It points out that it will be offering about 100 EPMI courses per year and the cost of the one additional unit per course would be equivalent to 1.8 full-time instructors.

### **Recommendation**

There is some evidence suggesting that teaching an EPMI course requires more time than teaching a traditional course. The Fact Finder can appreciate that responding to numerous student posts can be time consuming. However, teaching regular courses also involves responding to student email. There has been no evidence presented to show that other similar institutions are providing additional credit to compensate faculty for the extra time required for EPMI courses.

The language proposed by the Union was removed from an earlier collective bargaining agreement by mutual agreement. Since this was done as part of the collective bargaining process,

it must be presumed that the AAUP received some benefit in exchange for its agreement.

My recommendation is that the current language be retained.

### **Article IX - Electronically Purveyed Methods of Instruction (EPMI) - Right of First**

#### **Refusal**

The AAUP proposes adding language to the collective bargaining agreement that will give its members the right of first refusal for the development of new EPMI courses, before the work is contracted out to non-employees, adjunct faculty or others. The Union argues that full-time faculty and department chairs are best able to determine who should be selected to develop new EPMI courses. It points out that the faculty developed most existing traditional courses, and thus would be able to develop EPMI courses that have the same content as traditionally taught courses. The College opposes the AAUP proposal because it may restrict the College from determining the best and most cost efficient method of developing new EPMI courses.

#### **Recommendation**

The Fact Finder recommends that the Union's proposal not be adopted for two reasons. First, given the current financial situation of the College, it would not be prudent to restrict the College's ability to utilize the most cost efficient manner of securing new EPMI courses. Second, this is the type of issue that lends itself to the exchange of ideas between the parties. The faculty's bargaining team has made valid arguments that establish that the concept has merit. It deserves further study, and the Fact Finder urges the parties to mutually explore the concept. It is not the type of issue that can be adequately addressed by a third party.

### **Article X - Benefits, Health Insurance**

The health insurance benefit is a cafeteria style plan that is based on the cost of Anthem Blue Preferred Health insurance with a \$15.00 co-pay, and three-tier prescription coverage of \$10/\$20/\$30. Currently, the Employer pays 95 percent of the premium and the faculty pays 5 percent.

The Employer proposes a one percent reduction in its premium payment, i.e., the faculty would pay six percent of the premium, and the College will pay 94 percent. The College points out that its costs have increased 95 percent in the past eight years, and future increases are unpredictable. Cincinnati State presented data showing that the average employer-paid contribution at Ohio community colleges for health insurance is 87 percent.

The Union notes that faculty members made no contribution to health insurance plans until the current agreement. It states that, considering the inflation rate, the increase in premiums would negate any wage increase in real terms under the College's wage proposal.

### **Recommendation**

The proposal of the Employer is very reasonable. Providing health insurance at an affordable cost is a difficult issue. Employees today must be willing to share in the cost of their insurance coverage. The other large bargaining unit, SEIU, has agreed to pay six percent of the premium. Non-union employees will pay the same amount. While there is no cap on the cost, the relatively

small portion paid by employees will protect them from any substantial premium increase. For these reasons, the Fact Finder recommends the adoption of the Employer's proposal for Article X.

### **Article XII - Tenure**

The College proposes a change in Article XII to provide that new faculty hired for positions created after the effective date of the new agreement, be non-tenure track. The proposal contains an exception that provides tenure for the first person hired to teach any new Ohio Board of Regents approved associate degree program created after the effective date of the agreement. The College emphasizes that this proposal will not affect any current bargaining unit member. The proposal will allow the hiring of new bargaining unit members instead of adjunct faculty.

The College also argues that the proposal will allow it to more rapidly adjust to changes in enrollment in various programs. As an example, the Employer notes that there are now eight tenure or tenure track faculty in hospitality management, primarily in culinary arts. Ten years ago there were 150 students in this program, now there are 500. The College wants to hire more full-time faculty, but is concerned that the demand may not continue for the next 20 to 25 years. In that case, the College would have an excessive number of tenured faculty members in this area.

The Union opposes the proposal. It points out that the College has a 42-year tradition of tenure for full-time faculty members. Under the current agreement, the Employer can non-renew a new

faculty member for up to five years without providing any reason at all. This gives the Employer ample time to evaluate new faculty members. The creation of a two-tiered structure would negatively affect the efforts of the College to increase diversity among the faculty. Further, the collective bargaining agreement has provisions for reductions in force if enrollment falls in a certain program. The Union also points out that 74 percent of the current faculty is not tenured, primarily due to the extensive use of adjunct faculty.

### **Recommendation**

The Employer proposal would create a two-tier system for full-time faculty, which could cause tension and have other negative effects on faculty unity. It would prevent some faculty members from ever attaining tenure, even if they had excellent performance. The proposal would hamper Cincinnati State's efforts to increase diversity. Since most other two-year colleges in Ohio provide tenure, adoption of the proposal may dissuade qualified faculty from working at Cincinnati State.

There are other ways to address the problems cited by the Employer, such as the reduction in force provision of the agreement. The Employer also has the option of introducing proposals that more directly address the problem of shifting enrollments.

Therefore, the Fact Finder recommends that the Employer's proposal not be included in the new agreement, and that current language be retained in Article XII.

### **Article XXI - Duration**

The Union proposes a two-year agreement. Its rationale is that the State of Ohio may require the College to convert to a semester system in an effort to have all Ohio colleges on similar academic schedules. The Union is concerned that the conversion process could take place prior to the end of a three-year agreement. Since the conversion would require numerous changes in the collective bargaining agreement, the AAUP argues that it would be better to restrict the agreement to a shorter time, in the event that the conversion process takes place during the middle of the contractual term.

The College believes that the conversion will take place in 2011 at the earliest. In addition, the only time that a bargaining unit has had a two-year agreement is when the SEIU had a two-year agreement. The purpose of that two-year collective bargaining agreement was to prevent the College from being required to negotiate both the AAUP and SEIU agreement at the same time. Going to a two-year AAUP collective bargaining agreement would put both units back on the same negotiating schedule.

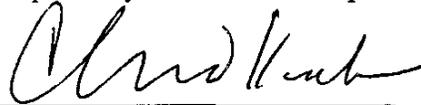
### **Recommendation**

Three-year collective bargaining agreements are the norm for all Ohio public employers. The Union's rationale for a two-year collective bargaining agreement is based on speculation as to the time that a conversion would be implemented. The does not constitute a compelling reason to

change the established practice. Therefore, the Fact Finder recommends adoption of the Employer's proposal for Article XXI.

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The above recommendations are respectfully submitted to the parties for their consideration.

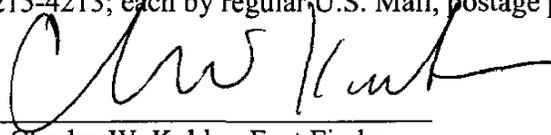


Charles W. Kohler, Fact Finder

#### **CERTIFICATE OF SERVICE**

I do hereby certify that on this 14th day of October 14, 2008, a copy of the foregoing Report and Recommendations of the Fact Finder was electronically served upon Geoffrey Woolf, Chief AAUP Negotiator at [geoffrey.woolf@cincinnati.edu](mailto:geoffrey.woolf@cincinnati.edu); Donald L. Mooney, Jr., Counsel for the AAUP at [dmooney@ulmer.com](mailto:dmooney@ulmer.com); Eugene L. Breyer, Jr., Director of Human Resources at [eugene.breyer@cincinnati.edu](mailto:eugene.breyer@cincinnati.edu); and Brian Dershaw, Special Counsel for the Employer at [bdershaw@beckman-weil.com](mailto:bdershaw@beckman-weil.com).

I do hereby certify that on this 14th day of October 14, 2008, a copy of the foregoing Report and Recommendations of the Fact Finder was served upon Brian Dershaw, Special Counsel for the Employer at 300 Pike Street, Suite 400, Cincinnati, Ohio 45202; Donald J. Mooney, Jr., Counsel for the AAUP at 600 Vine Street, Suite 2800; Cincinnati, Ohio 45202; and Edward E. Turner, Administrator, Bureau of Mediation, State Employment Relations Board, 65 East State Street, 12th Floor, Columbus, Ohio 43215-4213; each by regular U.S. Mail, postage prepaid.



Charles W. Kohler, Fact Finder