

STATE EMPLOYMENT RELATIONS BOARD  
STATE OF OHIO

2009 FEB -6 P 1:55

In the Matter of Fact-finding Between:

HAMILTON COUNTY SHERIFF'S OFFICE : Case No. 08-MED-09-0827  
Cincinnati, Ohio

and : Fact-Finding Recommendations

HAMILTON COUNTY DEPUTY SHERIFF'S : Margaret Nancy Johnson  
SUPERVISORS ASSOCIATION : Fact-FinderAppearancesFor the Association:  
Stephen S. Lazarus, Esq.  
Hardin, Lazarus, Lewis & Marks  
915 Cincinnati Club Building  
30 Garfield Place  
Cincinnati, Ohio 45202For the Sheriff:  
Brett A. Geary, Regional Manager  
Clemans, Nelson & Associates, Inc.  
420 W. Loveland Avenue  
Suite 101  
Loveland, Ohio 45140Statement of the Case

In compliance with the Ohio Revised Code Section 4117.14(C)(3), the State Employment Relations Board, hereinafter "SERB," appointed Margaret Nancy Johnson to serve as a fact-finder in the above referenced bargaining impasse. Pursuant to this order, the parties convened on January 15, 2009, in a conference room at the Hamilton County Administration Building in Cincinnati, Ohio, to present evidence and argument on unresolved bargaining issues. Stephen S. Lazarus, Attorney with Hardin, Lazarus, Lewis & Marks, represented the Hamilton County Deputy Sheriff's Supervisors Association, hereinafter "Association" or "Union." The Hamilton County Office of the Sheriff, hereinafter "Sheriff" or "Employer," was represented by Brett A. Geary, Regional Manager for Nelson, Clemans & Associates. Prior to the hearing both parties timely submitted position statements setting forth the issues in contention and the respective positions of the parties.

Consisting of approximately forty (40) Corrections Officers, the bargaining unit includes Corrections Sergeants, Corrections Lieutenants, and Corrections Captains employed by the County Sheriff. Job duties of the unit involve the safety and security of prisoners in detention facilities and the supervision of employees also so employed. Terms and Conditions of employment for the bargaining unit are set forth in a Collective Bargaining Agreement which expired on December 31, 2008 and for which the parties were unable to negotiate a successor contract giving rise to the present proceeding.

Issues

At the fact-finding hearing, the Office of the Sheriff withdrew its proposed language on Association Security accepting current contract language. Accordingly, issues remaining in dispute include Wages, Insurance and Duration.

## Criteria

In submitting the recommendations which follow, the fact-finder has taken into consideration those factors traditionally relied upon in impasse proceedings and those specifically enumerated in Ohio Revised Code Section 4117.14(G)(7).

### Position of the Parties

#### **A. WAGES**

##### **1. Sheriff**

Due to severe budgetary constraints, the Office of the Sheriff asserts it cannot afford the unreasonable offer of the Union on wages. It proposes giving the unit the same increase that non-union employees of the County will receive in 2009 with alternative options for contract years 2010 and 2011. While no increase in wages is anticipated for non-union employees in January, 2009, the County intends to review the status of wages mid-year, offering some increase if funds become available. For contract years 2010 and 2011, the Sheriff proposes either the same "me-too" provisions or a wage only re-opener.

In presenting its case, the Office of the Sheriff contends current contract negotiations with this unit should not be viewed in a vacuum. Any increase provided to this unit, which has over the years been a leader in negotiated wage increases, will most certainly have a spill over effect on other bargaining units. In the current economic climate, the County simply cannot afford this trend.

Arguing that its financial evidence is conclusive, the Sheriff maintains his office cannot sustain an increase in wages in January 2009. Charged with the mandate to develop a balanced budget, on December 22, 2008 the Hamilton County Board of Commissioners adopted a 2009 budget that reduces its 2008 budget by more than 10%, or approximately \$31 million dollars. As a consequence of the budget crisis, staffing in the Office of the Sheriff already has been significantly altered as compared to 2008. More lay-offs are inevitable.

Gail Wright, Advisor to the Office of the Sheriff, testified as to the personnel reductions already undertaken by the County including the closing of Queensgate, a prison operated by the Office of the Sheriff. She indicated that further cuts for 2009 are being analyzed by the County. Declines in revenue sources for the County were described by Christian Sigman, Budget Director for the County. Income from sales tax, interest, property tax, and real estate transfer taxes has declined and accounts for a \$14.3 million decrease in County revenue. In the absence of a sustainable revenue source, the County must contain costs in order to maintain a balanced budget.

##### **2. Union**

In proposing a 3.5%, a 4%, and a 5% increase for the three years of its contract with the Sheriff, the Association rejects the endeavor by the County to tie wage increases for a certified bargaining unit to increases received by non-represented employees. The Union will not relinquish its statutory right to bargain with the County and establish a wage rate for this unit.

Nor does the Union accept the wage re-openers proposed by the Sheriff for 2010 and 2011. If the Sheriff declines to agree to retroactivity in the remaining years of the contract, the Union contends it risks the possibility of no wage increase. Given the ability of the County to generate income, such a consequence is completely untenable.

Contending the Sheriff has the ability to pay its wage proposal, the Union asserts that Hamilton County is a vibrant region with a diversified economic base. Expanding retail and commercial developments as described by the County for Moody's Investment Service bode well. Moreover, the County has revenue sources which will add to the County budget. These include billing the City of Cincinnati for the cost of housing city prisoners, increasing fees such as for parking and inmate reception, and charging for credit card use.

Some revenue sources and cost-saving measures have been rejected by the Commissioners. For

example, property taxes are below the legally set millage and sales tax is currently less than legislatively permitted. The Property Tax Rebate initiated as part of the riverfront funding proposal in 1996 could be rolled back by the County without legislation or voter referendum. Additional funds could be generated by the Office of the Sheriff by contracting with Townships for the cost of the patrol services provided by employees of the Sheriff.

In addition to the ability of the county to generate sufficient funds to pay for a reasonable wage increase, the Union contends it is justified in its proposal. A review of comparable wages indicate the adjustment sought by the Union is appropriate. Wages paid to the members of this unit are below the average of wages paid in comparable communities. Additionally, the hazardous conditions under which these employees work has been well documented and justifies the wage adjustment now sought. There is no evidence that a wage increase negotiated for this unit will influence other units with which the County bargains.

Wages paid to employees in this bargaining unit ought to be based upon the legislative criteria set forth in the Collective Bargaining Act and not upon ideology or choices made by the Board of County Commissioners. Proper payment for services rendered is not an option but a requirement.

## **B. INSURANCE**

### **1. Union**

The Union proposal on modification of and additions to the Insurance provisions of the Agreement incorporates three different issues: a "me-too" provision for co-payments and premium contributions; life insurance provisions; and a co-payment "cap." Language proposed by the Union for Section 21.1 of the Agreement provides that "if during the term of this Agreement, any other bargaining unit in Hamilton County maintains a lesser amount of co-payment and/or premium contributions for any specific insurance plan, the same lesser co-payment and/or premium contribution shall also apply to bargaining unit employees." New contract provisions ( Section 21.5) would guarantee maintenance of a life insurance policy. Additionally, the Union proposes a new section ( Section 21.6) the wording of which would ensure that "the co-payment paid by bargaining unit employees for any specific insurance plan provided for in Section 22.1 shall not increase from year to year by more than the percentage wage increase received by the Employer's classification group." In making these proposals, the Union is endeavoring to achieve for this unit what the Enforcement Units have been able to negotiate.

The Union points out that insurance for Hamilton County employees is among the most expensive. While its proposal would not reduce current insurance costs, it would safeguard against increases and hopefully lead to rates that are more consistent with those of other jurisdictions.

In further support of its proposal, the Union argues that on a daily basis employees of this unit are subjected to physical hazards that other employees do not have to sustain. Dealing with inmates exposes the members of the unit to contagious disease and illness. Additionally, the members of the unit are required to comply with physical fitness standards that other employees do not have to meet. The Union contends that the insurance modifications it seeks are commensurate with hardships which the bargaining unit must undergo.

### **2. Sheriff**

At the hearing, the Office of the Sheriff withdrew its proposals on Insurance and offered retention of current contract language. Given its bleak economic outlook, the County rejects the modifications proposed by the Union on insurance. Except for the two Enforcement units, all County employees receive the same health insurance at the same rates. Distinctions in the Agreements for the Enforcement units derive from a Conciliation Award which the County has been successful in limiting but has been unsuccessful in eliminating. In the last set of negotiations this unit sought to achieve the same contract modifications, but the proposal was rejected in fact-finding.

## **C. DURATION**

### **1. Union**

The modification sought by the Union on duration of the contract is a practical matter. Since there are twenty-six pay periods in a year, the Agreement should correspond to the pay periods rather than to the calendar year. Wage increases ought to correspond to the pay periods and not an arbitrary date which may fall in the middle of a pay period. From an accounting viewpoint, terminating the contract on December 31, 2011 does not make sense. Thus, the Union seeks language to the effect that the contract be in effect through December 21, 2011, the end of the twenty-sixth pay period. Rather than confusing, the proposal of the Union is entirely reasonable, with the contract ending when the twenty-sixth pay period ends.

### **2. Sheriff**

The Sheriff argues that this contract ought to terminate as do the many contracts of units with which the County collectively bargains. There is absolutely no need to change the termination date for a three year contract. In the past the Union has made this proposal and it has been rejected. It should be rejected now as well. In the last fact-finding recommendations, Eugene Brundige asserted that "Collective Bargaining Agreements and pay dates almost never align completely. This is not problematic." His opinion was affirmed by Conciliator Steven Ball stating a change "was not necessary to the equitable effect of pay raises and would be confusing." The Office of the Sheriff is opposed to the modification sought once again by the Union.

## Discussion

### **A. WAGES**

With more than 840,000 residents, Hamilton County is the third most populous county in the State of Ohio. Per capita income of those residents exceeds state and national averages. Due to a diversified economic base, employment rates in the County compare favorably with those in other regions of the State. Six (6) Fortune 500 and ten (10) Fortune 1000 companies are headquartered in Hamilton County.

Even so, the County has not been immune to the fiscal deterioration of recent years culminating in the current economic crisis. As with many public employers, its financial focus has been on declining revenues and increasing expenditures giving rise to severe budgetary constraints and wide spread reductions in personnel. It is against a backdrop of decline as much as the economic strength of the County that consideration must be given to the wage proposals offered by the Sheriff and that of the Association representing Corrections Supervisors.

In offering the Association the same wage increase granted to non-bargaining unit employees in 2009<sup>1</sup> and either a "me-too" or a wage re-opener for 2010 and 2011, the Sheriff seeks to adopt comparability with non-represented employees. Justification for its wage proposal includes the inability of the County to finance an increase in January, 2009. To what extent the financial data sustains the position of the Sheriff is an issue confronting the fact-finder.

#### *a. Ability to Pay*

Evidence submitted by the Sheriff cites four principle sources of income for the County General Fund: real estate transaction taxes, 2) sales tax, 3) interest earnings, and 4) property tax (Sheriff Exhibit , Tab 7.C). Testimony elicited by the Sheriff from Christian Segmin, Budget Director, establishes significant declines in each one of these revenue sources. His testimony at the hearing echoes the findings in the Proposed Budget which Patrick Thompson, County Administrator, presented

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<sup>1</sup> No January increase is anticipated but the County will review the status of wages as funds become available.

to the County Commissioners for their consideration. Therein the County Administrator writes, "Basic indicators of economic health are all down" (Sheriff Exhibit Tab 7, C. p 3).

Specifically he notes that the projected 2009 total of real estate transaction taxes is \$3.5 million less than in 2007; sales tax (27% of the general fund revenue) is \$2.2 million under budget; interest earnings are more than \$7.2 million below 2007 amounts; property tax is expected to decrease \$1 million from 2007 to 2009. Additionally, revenue from the Local Government Fund has been reduced since 2007 receipts. These declines represent a loss of over \$14.3 million in revenues to the General Fund of the County. At the same time, expenditures have risen \$7 million from 2007 to 2008.

Based upon these declines in revenue and the mandate for a balanced budget, the County Administrator's 2009 Recommended Budget represents a decrease of \$31 million (11%) from the 2008 general fund budget. Included within the proposed budget is the elimination of 551 full time positions or 9% of the work force. Also incorporated in the budget, however, is a July, 2009 2% wage increase for employees of the County and adjustments in services for 2.5% inflation.

Not as a part of the proposed budget but captioned "Revenue Enhancement Options," the Administrator set forth for consideration increasing the real estate transfer and sales taxes, and rolling back the Property Tax Rebate. While a majority of Ohio Counties tax real estate transfers at the 3 mill limit, Hamilton County currently taxes at 2 mill. The Administrator writes, "If implemented in 2009, this increase will generate approximately \$2.7 million" (Sheriff Exhibit Tab 7C. p. 20). While the sales tax is currently at 6.5%, the Ohio Revised Code enables the County to increase the tax to 7% in 0.25% increments. Thus, an increase of 0.25% in 2009 would generate general fund revenue of \$16 million. Finally, the Commission has the ability to reduce or eliminate the Property Tax Rebate implemented as part of the riverfront funding proposal in 1996. The estimated value of the 2009 PTR is \$20 million.

On December 22, 2008, however, the Board of County Commissioners adopted a modified 2009 Hamilton County General Fund and All-Funds Budget (Sheriff Exhibit Tab 7.D), dropping \$2 million from General Fund Revenues in the Administrator's proposed budget of \$241 million to a revised revenue of \$239 million. Of the \$239.4 approved for the General Fund Budget, \$62.8 million is approved for the Office of the Sheriff. This figure is \$12.4 less than approved in 2008, or a 16.5% decrease.

Additionally, the Commissioners rejected several reductions proposed by its County Administrator and included in his Budget. For example, the Commissioners restored \$300,000 to the Dog Warden function; \$75,000 to the Prosecutor's Office; \$164,029 to the Court's budget; \$100,000 to Hamilton County HAZMAT; \$6,000 to Hamilton County SWAT; and reprogrammed \$668,222 into the Sheriff's Department.

In implementing its budget, the Board of County Commissioners states it is entrenched in a "No New Taxes philosophy" (Sheriff Exhibit Tab 7.D. p.2), relying upon a "dramatic reduction in spending" (*Ibid*) to balance revenues and expenditures. Thus, the Commissioners rejected the "Revenue Enhancement Options" presented but not included in the Administrators Proposed Budget.

Indeed, several cost saving measures within the County and specifically within the Office of the Sheriff have been implemented or are being explored. For example, the recent closing of Queensgate, an 822- bed jail, is anticipated to save the Office of the Sheriff approximately \$10 million annually.

Reductions alone, however, will salvage neither the national nor the local economies. Acknowledging this, in its budget the County affirms its intent to "announce a long range Hamilton County Economic Recovery Package in January, 2009," (Sheriff Exhibit 7. D. p.3) wherein it will lay the foundation for development and growth. Additionally, the County commits itself to "continue efficiency efforts through managed competition, shared services, close monitoring of commodity expenditures and restructuring of county government where appropriate and where determined to be of mutual benefit to the Board, to Individual County Office Holders and to the People of Hamilton County" (Sheriff Exhibit Tab 7. D. p.2). Similarly stated in the budget proposed by the Administrator, a fundamental change in county relationships intended to result in greater co-operation, cost sharing,

and innovative approaches to service delivery is required.

Some revenue producing efforts are already being implemented. These include charging the City of Cincinnati the full cost of inmate incarceration for jail time related to municipal only charges and increasing the inmate reception fee. The Sheriff is in discussions with the three largest townships for charging 100% of the cost of patrols which the Office of the Sheriff provides to those jurisdictions. Rather than decreasing patrols, this proposal transfers the expense to the recipient of the service. Underlying these discussions is an expectation of payment for services rendered.

Other County measures already implemented to increase revenue include charging for credit card usage, increasing parking rates and dog warden boarding fees. More revenue sources are being explored.

In cross examination at the fact-finding hearing, the Budget Director testified the County "does have options" which his office "has been reviewing." These include the sale of excess properties, merging of agencies, outsourcing services, collection of delinquent fines. Upon analysis of the many pages of economic data presented for her review, the fact-finder must conclude that while the County finances are, indeed, severely restricted, it has available revenue sources into which it can tap for a reasonable and appropriate wage increase for the safety services rendered to the community by this bargaining unit.

*b. Effect on Normal Standard of Public Service*

Throughout the hearing, reference was made to massive reductions in County personnel created by the current economic crisis. Positions have been eliminated and layoffs are being recommended. The Advisor to the Office of the Sheriff testified as to the impact of the budgetary concerns upon personnel.

With the closing of the Queensgate prison, a number of positions within the Sheriff's Office have been reduced. Nonetheless, the closing of Queensgate will generate significant savings for the County without affecting public safety. Efforts are being taken to "mitigate the operational impact of the continued transitioning of non-violent inmates out of Queensgate" (Sheriff Exhibit Tab7.C., p. 11). These include, for example, improved treatment alternatives. As exemplified by Queensgate, not just reductions but also efficiency in service is at the core of balancing the budget.

In his proposed Budget on page 6, the County Administrator states:

Departments have been innovative in reducing costs, leveraging technology, and finding other funding sources outside of the general fund. *There has been no change in the basic services provided by the county in years.*

Given the revenue producing options available to the County as well as the cost saving measures already implemented as previously discussed, the fact-finder is not persuaded that a modest increase in wages would have an impact upon the standard of service. In the Budget the County Commissioners appropriately state "the highest policy priority adopted by the Board is in the area of Public Safety" (Sheriff Exhibit Tab 7.D. p. 3).

*c. Comparability*

The Union herein has proposed a 3.5%, 4% and 5% increase for contract years 2009, 2010 and 2011. As part of its argument in this proceeding, the Union contends the wages paid this unit are substantially less than the wages received by comparable units in the state. Comparing the top step Corrections Sergeants base salary in Hamilton County with the salaries paid to the corresponding officers in eight (8) other counties, only two counties pay to Corrections Officers Supervisors wages that are lower than those of Hamilton County Officers (Union Exhibit Tab 4.1). When benefits such as longevity, uniform allowance and hazardous duty pay are figured in, Hamilton County Officers are the lowest paid (*Ibid*). The same is true of salaries paid to the top step Corrections Lieutenants. In further

support of its comparability argument, the Union cites wage rates negotiated by safety forces for 2009 as reported by SERB Clearinghouse Wage Increase Reports. For 2009, police supervisors employed by municipalities within Hamilton County have negotiated wage increases of 3% and 3.5%.

In response to the Union argument, the Sheriff cites internal comparability. Non-represented employees will receive no increase in wages in January 2009 and any increase experienced by the Union will have an impact upon negotiations with other bargaining units with which the County negotiates. Thus, the County contends this unit should neither be “favored” with a salary increase nor should it set a precedent for subsequent negotiations with other units in the County. Over the two most recent agreements, the County maintains that this bargaining unit has been given general increases of 20%, more than any other bargaining unit and substantially more than increases granted non-represented employees.

While the Fact-finder concurs that some adjustment in the wages paid to employees of the unit is appropriate, she does not believe the economic climate is one in which to endeavor to close disparities among comparable units. Nor does she believe that the 2009 wage increases of 3% and 3.5% negotiated by police supervisor units in cities within Hamilton County should be determinative of the matter before her. Significantly, those increases were negotiated well before the burst in the housing bubble and the banking institution meltdown in autumn, 2008. Increases of the size sought by the Union cannot be justified at this time of national economic crisis.

On the other hand, neither can the wage proposals offered by the County be sustained under the statutory criterion of comparability. Based upon wages paid to Corrections Supervisors in comparable counties, some increase for this safety unit is justified.

This unit should not be denied a wage increase because “other [County] units of much larger size will try to gain the same benefits” (Sheriff Pre-Hearing Position Statement). While internal comparability is certainly a factor to be considered, it is not determinative. In concurrence with Conciliator Steven Ball (See Sheriff Exhibit Tab 7.0), this fact-finder notes “the Corrections Supervisors are a distinct bargaining unit, and entitled, as are all other units, to be judged upon the duties they perform in the economic context in which they work” (*Hamilton County Sheriff/Hamilton County Deputy Sheriff's Supervisor Association*, 2005 MED-07-0735 (Ball, p.5). Other units within the County “may well be in a much different relationship to relevant comparables” (*Ibid*). Thus, whether or not bargaining units within the County can demonstrate a rationale for a similar wage increase should not be the measure of an appropriate wage increase for this unit.

#### *d. Bargaining History*

The County proposal to link 2010 and 2011 increases to those paid to non-represented employees is contrary to the legislative intent set forth in the Collective Bargaining Act and can not be sustained. Pursuant to statute, this unit has a collective bargaining history with the County Sheriff and that history is, of itself, a reason to sustain the right to negotiate wages pursuant to statutory criteria.

#### *e. Wage Re-openers*

Finally, the fact-finder considers the Union opposition to a wage re-opener for 2010 and 2011. Citing the statutory restrictions upon the authority of a Conciliator to award retroactive wages, the Union argues the potential for a 0% increase. While the fact-finder understands the concern of the Union, she is of the opinion that conscientious observance of timetables and good faith bargaining would alleviate the dilemma posed by the wage re-opener. Further, the County has asserted that it has never previously declined waiving the retroactive provision. Moreover, a communication received by SERB-listed neutrals from the current Chairman of SERB in late 2008 indicates that SERB is cognizant of this legislative pitfall and to the extent timely appointments may be made, SERB is intent upon avoiding the forfeiture cited by the Union.

*f. Wage Recommendations*

The economic crisis confronting the County Commissioners and the Office of the Sheriff is real and indisputable. As established by the testimony of the Budget Direct, however, the County has discretionary revenue enhancement options and additional sources for income. These should be explored and utilized.

Consistent with the evidence that a modest wage increase for 2009 is appropriate and within the ability of the County to finance, the fact-finder recommends a 2.5% increase effective January 1, 2009. Because of economic uncertainty, the fact-finder recommends a wage re-opener for 2010 and, in the event the parties are unable to negotiate an increase for 2012 at that time, another wage re-opener may be agreed upon.

**B. INSURANCE**

The proposals of the Union are three-fold: “me-too” language, a life insurance provision, and a “cap.” Having proposed modifications to the insurance provisions of the Agreement, the Union has the burden of justifying such amendments. In the absence of persuasive evidence that a change is warranted, the fact-finder recommends current contract language on insurance.

Bargaining history of the parties sustains retaining present insurance provisions. With the exception of two units, all County employees receive the same health insurance options. While two patrol units secured changes through impasse proceedings, no other County contract includes the proposed language. Nor is there any evidence of the impact of such language upon the patrol units (See Ball, p.8).

As both the fact-finder and conciliator in the impasse proceedings involving this predecessor agreement found, “health insurance readily lends itself to treatment across the board,” ( Ball, p.7). Not only do uniform insurance provisions enable the County to negotiate effectively with insurance providers, but such consistency also maintains employee morale and ensures fairness. Thus, uniform insurance provisions are appropriate.

In presenting its case, the Union attempted to justify its proposal by suggesting that “employees in the unit differ from other county employees” in that they are subject to physical and mental hardships on a daily basis. Additionally, unlike other employees, bargaining unit members must comply with physical fitness standards. The fact-finder is not persuaded that these arguments justify an exception to County-wide insurance provisions. Compensation for hardships associated with a job is typically achieved in the negotiation of the wage rate or a wage supplement rather than in employment benefits, such as insurance.

Economic uncertainty also favors maintaining present language. As noted by fact-finder Brundige, insurance costs contribute significantly to the rising expenditures of public employers. The challenge in these contract negotiations is to achieve a reasonable increase for the unit while recognizing the need to contain costs. Recommending a contract modification with unknown economic consequences can not be justified.

**C. DURATION**

The Union argues that since there are twenty-six (26) pay periods in a year, the Agreement should terminate upon the conclusion of the twenty-sixth (26th) pay period. As with insurance discussed above, the proponent of change bears the burden of justifying modifications to contract language. In the instance of Duration of the Agreement, the Union has not persuaded the fact-finder of a need to change the termination date for the contract.

This is a matter of accounting, a responsibility of the County. Absent concurrence on the part of the County, a change of this nature should not be unilaterally implemented. Historically, the Agreement between the Sheriff and the Deputy Sheriff’s Supervisors Association, as do most public sector contracts, has ended on December 31st. While the Union proposed a modification in prior

negotiations, both the fact-finder and the conciliator therein rejected change. This fact-finder agrees with prior neutrals that the termination date of the Agreement should remain December 31, consistent with past collective bargaining agreements.

Recommendations

A. Wages

The fact-finder recommends a 2.5% increase in wages effective January 1, 2009 and wage re-opener(s) for contract years 2010 and 2011.

B. Insurance

The fact-finder recommends current contract language.

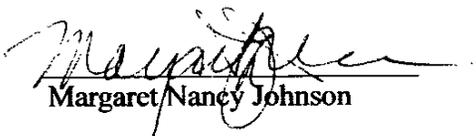
C. Duration

The fact-finder recommends current contract language.

Respectfully submitted,

  
Margaret Nancy Johnson  
Fact-finder

A copy of these recommendations have been issued by Express Mail this 5<sup>th</sup> day of February, 2009, to Brett A. Geary, Clemans, Nelson & Associates, 420 W. Loveland Avenue, Suite 101, Loveland, Ohio 45140; Stephen S. Lazarus, Hardin, Lazarus, Lewis & Marks, 915 Cincinnati Club Building, 30 Garfield Place, Cincinnati, Ohio 45202; and by regular mail to Edwin E. Turner, Administrator, Bureau of Mediation, State Employment Relations Board, 65 East State Street, 12<sup>th</sup> Floor, Columbus, Ohio 43215-4213.

  
Margaret Nancy Johnson

THE EMPLOYMENT  
RELATIONS BOARD

2009 FEB -6 P 1:54

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February 5, 2009

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Re: 08 MED 09 0827  
Hamilton County Deputy Sheriff's Supervisors Association  
and  
Hamilton County Sheriff

Dear Gentlemen:

Enclosed please find a copy of the Recommendations issued in the above referenced matter. Also enclosed is a statement for services rendered.

Thank you for the opportunity to be of service in this matter.

Very truly yours,



Margaret Nancy Johnson