

**FACT-FINDING TRIBUNAL OF THE
STATE EMPLOYMENT RELATIONS BOARD**

STATE EMPLOYMENT
RELATIONS BOARD

2009 FEB 20 P 1:14

IN THE MATTER OF:

**OHIO PATROLMEN'S BENEVOLENT
ASSOCIATION**
Employee Organization,

and

CITY OF NELSONVILLE, OHIO
Employer.

REPORT OF FACT FINDER

CASE NUMBERS:

**08-MED-09-0964
08-MED-09-0965
08-MED-09-0966**

DATE OF REPORT: February 19, 2009

DATES OF HEARING: February 5, 2009

PLACE OF HEARING: Nelsonville, Ohio

FACT FINDER: Charles W. Kohler

APPEARANCES:

FOR THE EMPLOYEE ORGANIZATION:
Mark J. Volcheck, Esq.

FOR THE EMPLOYER:
Garry E. Hunter, Esq.

PROCEDURAL BACKGROUND

This matter involves the negotiation of a successor collective bargaining agreement between the City of Nelsonville ("the City" or "Nelsonville") and the Ohio Patrolmen's Benevolent Association ("OPBA" or "Association"). The previous agreement between the parties expired on December 31, 2008. The collective bargaining agreement covers three bargaining units. The units consist of Full-time Sergeants, Full-time Senior Patrolmen, Full-time Regular Patrolmen and Part-time Regular Patrolmen. Currently, the City employs a total of 13 law enforcement officers in these positions.

On December 3, 2008, the undersigned was appointed as fact finder by the State Employment Relations Board ("SERB"). The appointment was made pursuant to Ohio Revised Code Section 4117.14.

In November 2008, the parties began to engage multi-unit bargaining. The parties reached tentative agreements on many issues. On February 5, 2009, prior to the fact-finding hearing, the fact finder mediated the unresolved issues. Following mediation, the fact finder conducted a hearing on the unresolved issues. At the hearing, both parties presented documentary and testimonial evidence. The parties presented arguments in support of their respective positions. The unresolved issues are now before the fact finder for recommendations pursuant to Ohio Revised Code Section 4117.14.

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 expired agreement, or the parties have tentatively agreed to a change, the fact finder recommends that the language of the expired 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.

ARTICLE 17 - LONGEVITY

Position of the Employer

The City proposes the elimination of the longevity provision in the collective bargaining agreement. It asserts that the longevity provisions were instituted in the 1980s in order to compensate for a lack of regular wage increases. The City points out that the longevity provision in the contract does not benefit all employees, as an employee must have four years of service before becoming eligible for longevity. The City notes that other jurisdictions, such as Athens, have recently eliminated longevity payments from their collective bargaining agreement.

Position of the Union

The Union is proposing that the longevity provision in the expired agreement be retained. It notes that the elimination of longevity payments in Athens only applies to newly hired employees. Employees who were already employed by the Athens police department when the change was negotiated continued to be eligible for longevity payments. The Union also notes that Logan, Belpre and Marietta police officers all receive longevity payments. In addition, the new agreements with the Nelsonville firefighters and the Nelsonville service employees retained the longevity provision.

The Union points out that the City is not offering any compensation for the elimination of the longevity provision. It has not offered a substantial argument to support its proposal to eliminate longevity pay.

Discussion

The evidence demonstrates that longevity payments are very common in police department agreements. The purpose of longevity payments is to allow longer term employees to receive some additional compensation for their length of service. The fact finder notes that employees in the Nelsonville police department reach their top step in three years of each classification. Thus, employees do not receive step increases very far into their careers. The longevity payments provide some additional payment for those employees who have contributed to the City for a lengthy period. The City has not established that there is a compelling reason to eliminate the longevity provision. It has offered no proposal that would provide additional compensation for longer term employees. Therefore, the fact finder will recommend that the current longevity provision be retained in the new agreement.

Recommendation

The current language be retained for Article 17.

ARTICLE 18, SECTION 1 - INSURANCE

Background

The only part of the insurance article that is unresolved is Section 1. Section 1 of the current agreement provides that the City will pay the single or family health insurance premium up to a maximum of \$700.00 per month for each full-time employee. Any premium over \$700.00 per month is shared by the City and the employee. Currently, the City contributes 80 percent of

the premium over \$700.00, and the employee contributes 20 percent. Based upon current premiums, employees with family coverage pay about \$150.00 per month.

Position of the Employer

The City proposes that the current language be retained. It notes that the cost to the City is approximately \$15,000.00 for each employee with family coverage. It anticipates a 12 percent increase in premiums in 2009. The City notes that it is difficult to compare insurance plans of different jurisdictions. However, the City argues that it has a "Cadillac" level plan for employees, which provides coverage that is equal or better than the coverage provided in comparable jurisdictions.

The City proposes that language be added to the Section 1 Article 18 that would allow the City to have more flexibility in negotiating insurance plans with insurance providers. The proposed language provides that:

Insurance coverage for Dental, and Hospitalization/Major Medical shall remain the same as that provided in the Labor Agreement effective January 1, 2006 through December 31, 2008 with minor benefit changes resulting from changes in medical practice, technology, laws and/or industry standards.

The health insurance carrier suggested to the City that such language be included in collecting bargaining agreements. The purpose of the language would be to enable the City to make some benefit changes in the event that a certain medical procedure or type of treatment became prohibitively expensive.

Position of the Union

The Union proposes the same type of 80/20 premium sharing, but proposes an increase in the base contribution of the City from \$700.00 to \$800.00 in 2009; \$825.00 in 2010; and \$850.00 in 2011. It contends that the current contribution of \$150.00 per month for family coverage is high based upon the wages paid to bargaining unit members. It points out that police officers in Athens pay \$34.00 per month for family coverage, and those in Belpre pay \$15.00 per week.

The Union opposes the new “flexibility” language proposed by the Employer. It asserts that no other collective bargaining agreements in other jurisdictions have similar language.

Discussion

1. New “Flexibility” Language

The fact finder can appreciate that public employers desire to have some flexibility in negotiating for insurance contracts. The proposal of the City, however, is not fully developed. It is very general. Reasonable minds can differ as to whether a particular change is “minor.” It does not specify who the final decision maker would be. Further, the proposed language does not provide any mechanism to control the types of treatments or procedures that might be excluded from coverage.

The current program seems to have served the parties well. Neither party has proposed any specific changes in coverage. The City has not presented evidence of “flexibility” provisions in collective bargaining agreements from other jurisdictions. This is not the type of language that should be inserted into a contract through fact finding. It is a subject that requires more extensive negotiation between the parties. Therefore, the fact finder will recommend that the

“flexibility” language proposed by the City **not** be included in the new collective bargaining agreement.

2. Premium Sharing

With regard to premium sharing, the current arrangement provides for a reasonable cost distribution between the bargaining unit members and the employer. The fact finder agrees that the cost is a large expense to employees. However, high costs are a fact of life in today’s health insurance environment. With expected increases in premiums, it is reasonable for the City to provide an increase in the base amount of its premium contribution. The City has agreed to increase its contribution to \$750.00 per employee in the contracts with the other two bargaining units.

The fact finder takes note of the agreements with the other bargaining units. For a benefit such as insurance, it is rational to have all unionized employees contributing the same amount toward the cost of the insurance. employees in all of the bargaining units receive the same insurance coverage. It is logical that they make the same contribution toward the cost of the insurance.

Recommendation

1. The “flexibility” language proposed by the City shall **not** be included in the new collective bargaining agreement.

2. The City shall increase its contribution to \$750.00 per month per employee during the term of

the new agreement. Bargaining unit members will continue to pay 20 percent of any premium cost above \$750.00 per month, and the City will pay the remaining 80 percent of the amount over \$750.00.

ARTICLE 19, SECTION 1 - CORRECTIVE ACTIONS

Background

The parties have reached a tentative agreement on Article 19, except for the last paragraph in Section 1 relating to the retention time of records of corrective disciplinary actions.

Under the current agreement, records of corrective disciplinary actions remain in an employee's personnel file for 24 months after the effective date of the corrective disciplinary action. However, if an employee receives another corrective disciplinary action within that 24-month period, the corrective actions will be retained in the employee's record for 36 months from the date of the second corrective disciplinary action.

Position of the Union

The Union proposes that the retention period be reduced from 24 months to 12 months for the first corrective action. It also proposes reducing the 36-month period to 24 months, if a second corrective action is issued prior to the time that that a corrective action has been removed from the personnel file.

The Union points out that the City agreed in recent negotiations with the fire and service departments to reduce the retention period to 18 months and 24 months. Further, many of the comparable jurisdictions have shorter retention periods than Nelsonville.

Position of the Employer

In the previous negotiations, the City proposed an increase in the retention period. It maintains that the increase was necessary due to some serious problems with discipline. The length of the previous retention period prevented the City from imposing appropriate discipline. It contends that, after difficult negotiations, the Union agreed to increase the retention periods to the current 24 and 36 months. The City asserts that, due to past problems, the retention period should not be shortened.

Discussion

In the negotiations for the current contract, the parties agreed to an increase in the period for corrective disciplinary action to remain in an employee's personnel file. The parties just enacted the current language in the last contract. There is no evidence that the new language has caused any problems. The City has made an undisputed assertion that the increase in retention time was necessary due to difficulties in imposing proper and effective discipline in the past. It is important that the City be able to impose appropriate discipline when necessary.

Recommendation

The fact finder therefore recommends that the current language be retained in Article 19, Section 1.

ARTICLE 21 - MISCELLANEOUS

1. SECTION 2 - BULLETIN BOARDS

Article 21, Section 2, provides that the City must provide locked bulletin boards for the use of the Union. Historically, the bulletin boards have not been locked. In order to “clean up” the contract, the City has proposed that the word "locked" be removed from Section 2 of Article 21. It does not appear that the Union seriously opposes this change. Therefore, the fact finder will recommend that the City's proposal be adopted.

Recommendation

The word “locked” will be deleted from Article 21, Section 2 of the new agreement.

2. SECTION 12 - PROBATIONARY PERIOD

Background

Currently, this section provides that a new full-time employee has an initial probation of one year. A newly hired-part time employee has a probationary period of six months.

Position of the Union

The Union proposes a change to make a one year probationary period standard for both full-time and part-time employees. It states that, as the language is currently written, a part-time

employee who is promoted to full-time is subject to an additional probationary period of one year. Under the Union proposal, once a part-time employee served a probationary period of one year, he or she would not have to serve an additional probationary period upon becoming a full time patrol officer.

The Union also proposes that an additional sentence be added to Section 12 of Article 21. Its proposal provides that: "Changes in an employee's classification, position or part-time/full-time status shall not require an additional probationary period."

Position of the Employer

The employer proposes no changes to Section 12 of Article 21.

Discussion

The purpose of a probationary period is to give the employer an opportunity to evaluate a new employee to determine whether the employee is competent to carry out the duties of the position. The duties of a part-time patrol officer are similar to those of a full-time patrol officer. If an employee is competent to work as a part-time patrol officer, his or her competency should not change if he or she becomes a full-time patrol officer. Therefore, the fact finder will recommend the inclusion of the proposal of the Union for the change in the probation period.

With a standard one year probationary period for newly hired employees, the additional language of the Union is unnecessary. The employer has not required an additional probationary period when an employee is promoted from patrolman to senior patrolman. There was disagreement among the parties at the fact-finding hearing regarding the requirement for a probationary period for employees who are promoted to sergeant. It does not appear that the

issue of a probationary period for sergeant was discussed during negotiations. The language proposed by the Union could eliminate the City's ability to require a sergeant to have a one year probationary period. To make this change without adequate negotiation and discussion between the parties would not be prudent. Therefore, the fact finder will recommend that the additional language offered by the Union **not** be included in Section 12.

Recommendation

Article 21, Section 12 of the new agreement will provide as follows:

A newly hired bargaining unit employee shall
have an initial probationary period of one (1) year.

ARTICLE 23 - WAGES

Position of the Union

The Union proposes an "equity adjustment" that would increase hourly wages by \$1.50 effective January 1, 2009. The Union proposal includes a wage increase of 3.5 percent to be effective as of January 1, 2009. The proposed increase for 2009 would result in the hourly wage of a Step 3 Senior Patrolman increasing from \$14.16 to \$16.21, an increase of 14.5 percent.

In addition, the OPBA proposes an additional wage increase of 3.5 percent of January 1, 2010; and an additional 3.5 percent of January 1, 2011. Under the Union's proposal, a third step senior patrolman would have a total wage increase of over 22.6 percent over the three year period. On an annual basis (2080 hours) the wage would increase from \$29, 453 to \$36, 130.

The Union asserts that a substantial increase is justified in order to bring the compensation of bargaining unit members into line with wages paid in police departments in comparable jurisdictions. In addition to the wage increase, the Union proposes a one time payment of \$500.00 as a "signing bonus" - to be paid upon the ratification of the new agreement.

Position of the Employer

The City proposes a wage increase of one-half percent on January 1, 2009, an additional one-half percent on January 1, 2010; and an additional one-half percent on January 1, 2011. This would increase to hourly rate of a top step Senior Patrolman to from \$14.16 to \$14.23 in the first year. The 2009 annual wage would increase from \$29,453 to \$29,598.

The City points out that, in addition to the base wage of \$29,453, the 2009 total compensation in Nelsonville includes \$3497.00 in uniform allowance, shift differential longevity, and pension pick-up, for total compensation of \$32,950. This represents almost 12 percent in additional direct compensation. Notably, it does not include items such as the employer's required pension contribution, overtime compensation, and the cost of insurance.

Discussion

Chapter 4117 of the Ohio Revised Code directs the fact finder to consider past agreements of the parties, agreements with other employers for employees doing comparable work, and the interest and welfare of the public. In addition, the fact finder must consider the city's ability to finance the proposals and the effect of contract language on levels of public service.

The City of Nelsonville is located in Athens County, but is located very close to the border with Hocking County. According to SERB data, the population of Nelsonville is 5,230. Generally, in selecting comparable jurisdictions, geographic location and population are the primary considerations.

The county seat, Athens, is about 13 miles from Nelsonville. Athens is substantially larger than Nelsonville, with a population of over 21,000. Athens is the home of Ohio University, which has a major impact on finances. The large student population places significant additional demands on police officers. Historically, wages for all public employees in Athens have been much higher than in Nelsonville. For example, the annual salary of the city manager in Nelsonville is \$50,000. Athens has a mayor with a salary of \$70,000, as well as a service director with a salary of \$65,000. In Nelsonville, the city manager has the responsibilities of both mayor and service director.

Police officers in Athens also have a substantially higher wage rate. The total compensation for a police officer at the top rate in Athens in 2008 was \$51,434. Total compensation includes uniform allowance, shift differential and longevity. This compares with \$32,950 in Nelsonville. The compensation for Nelsonville officers also includes a pension pick-up of five percent. This payment is in addition to the City's legally required contribution, and reduces the amount the employees are required to pay from their own wages.

A more comparable jurisdiction is the city of Logan, which has a population of 6,740 people. Logan is approximately 12 miles from Nelsonville. The total compensation for a top rate police officer in Logan was \$37,035 in 2008. This is \$4,085.00 more than a similar police officer in Nelsonville. It represents compensation which is 12.4 percent greater. For a sergeant

with ten years of service, the comparable wage in Logan is \$42,796, compared with \$33,970 in Nelsonville, a difference of 26 percent.

Another city in the same geographic area is Belpre in Washington County. Belpre, with a population of 6,660 is located 48 miles from Nelsonville. According to the SERB wage data, the compensation in Belpre is slightly lower than the wages paid in Logan. A top step police officer in Belpre had a 2008 base wage rate of \$34,050, compared with \$34,840 in Logan, and \$29,453 in Nelsonville.

Although there are differences between the duties and responsibilities of a city police officer and a county deputy sheriff, the duties are similar enough that a wage comparison is warranted. In Athens County, the 2008 total compensation for a deputy sheriff with ten years experience is \$40,156. This is approximately 22 percent more than 2008 total compensation of \$32,950 paid to a top rate police officer in Nelsonville. In addition, deputy sheriffs in Athens County will receive a three percent wage increase for 2009. In Hocking County, a deputy sheriff had total compensation of \$33,637 for 2008. This is approximately two percent higher than wages paid in Nelsonville.

The Southeastern Ohio Correctional Facility is a multi-county jail located in Nelsonville. Corrections officers in the jail are represented by the OPBA. A review of a 2008 to 2010 collective bargaining agreement between the OPBA and the Southeastern Ohio Correctional Facility shows that the wages of the corrections officers are slightly below those paid to the Nelsonville police officers. However, this is not surprising, as the wages of corrections officers are traditionally lower than both city police officers, and those deputy sheriffs who perform patrol duties.

Between the final negotiation session between the City and the OPBA, the City and two other Unions reached agreements to replace contracts that expired on December 31, 2008. The City reached agreements with Ohio Council 8 of AFSCME, which represents employees in both the fire department and the service department. The new agreements for both the fire department and the service department provide a wage increase of \$0.50 per hour per year of a three-year agreement. The City also agreed to pay each bargaining unit member an additional \$500.00 upon ratification of the agreements. The \$0.50 per hour wage increase represents an increase between 3 percent and 3.5 percent for members of the bargaining units.

The City points out that other nonunion supervisory employees in Nelsonville generally do not receive annual wage increases. Generally, supervisory employees only receive a wage increase every three to four years. The amount of the wage increase is usually less than the wage increase which is paid to union represented employees during a similar period of time.

The Union asserts that a \$0.50 per hour wage increase for bargaining unit members in the police department would not be adequate. The Union points out that such an increase would not bring the compensation of the police officers up to a wage that is comparable with police departments in other jurisdictions in the geographic area.

The fact finder agrees that the increase for the bargaining unit must be sufficient to enable the bargaining unit members to move toward wages paid in comparable jurisdictions. The fact finder believes that the two most comparable jurisdictions for wage comparison purposes are the City of Logan and the City of Belpre. Both Belpre and Logan have similar wages. Total compensation for a top rate police officer in Logan is approximately \$4,000 higher

than in Nelsonville. The fact finder must agree with the Union that an hourly increase of greater than fifty cents is necessary for bargaining unit members in the police department.

The disparity between police officers in Nelsonville to those in Belpre and Logan has developed over a period of many years. Possibly, the City's poor financial condition in the latter part of the 1990s contributed to the current disparity. The City has been closely monitoring its finances since that time. While police officers deserve a fair wage, they cannot receive a wage increase that would upset the current financial stability of the City.

In about 1995, the City of Nelsonville became insolvent. As a result, the State of Ohio asserted control over the financial operation of the City. The City remained under state financial control until late 1998 or early 1999. Partially as a result of the period of the insolvency, wages in Nelsonville have been lower than many comparable jurisdictions.

The City has been very careful to maintain fiscal stability since it came out of insolvency and regained control of its own finances. The City has an income tax of 1.75 percent. This is higher than both Logan (1.65%) and Athens (1.5%). General fund revenue comes primarily from income tax revenue. Recent revenue has been as follows:

General Fund Revenue

2006 - \$1,604,631
2007 - \$1,687,440
2008 - \$1,729,852
2009 - \$1,675,000 (estimated)

The City must be commended for its attention to financial discipline. The City engaged in a substantial cost cutting measure when it eliminated the dispatchers in 2005. This resulted in a savings of approximately \$160,000 per year.

As a result of prudent management, Nelsonville has been able to increase the size of its unencumbered general fund reserve over the last three years. At the end of 2006, the City had a general fund reserve of \$1,039,385. This represented 81 percent of 2006 general fund expenditures. At the end of 2007, the general fund reserve increased to \$1,341,121, which represented 96 percent of 2007 general fund expenditures. At the end of 2008, the general fund balance was \$1,675,993. The 2008 balance represents 117 percent of 2008 general fund expenditures.

In order to increase the general fund, the contribution to the capital improvement fund has been reduced. The diversion of capital improvement funds into the general fund continued in 2008. However, in order to build a proper reserve for capital improvements, the City cannot continue to divert funds indefinitely.

For 2009, the City projects general fund revenues of 1.675 million dollars, which is a reduction in revenues from 2008. Some of the projected 2009 funds may be in jeopardy due to the uncertainty of funds from the State of Ohio. In 2008, these funds totaled approximately \$150,000. The amount of these funds is variable as they are dependent upon the discretion of the Governor. The State of Ohio is experiencing extensive severe financial difficulties. The state thus may not be in a position to provide the same level of funding to political subdivisions.

The Union points out that the City's general fund balance is sizable. However, the City faces numerous demands on the funds. In addition, police department expenses should be budgeted to be paid from the general fund revenue, and not from the reserves. The reserves do, however, give the City something to fall back on in the event of a shortfall in revenue.

The City was recently advised by the Ohio Environmental Protection Agency that it would have to replace, or extensively rebuild, both its water plant and its sewage treatment plant. The total cost of these projects is unknown. However, the City asserts that a fair estimate is \$6,000,000.

Although the City has other funds in addition to the general fund, all funding for police department salaries and benefits must come from the general fund. The City does not have a police levy or a fire levy. Recently, the voters turned down a renewal levy for street lighting. This will increase general fund expense by \$70,000.

Bringing police department wages into parity with comparable jurisdictions will require a period of time equal to the length of several collective bargaining agreements. It is unrealistic for the Union to expect to make up a large wage disparity during one collective bargaining agreement. It would be irresponsible for fact finder to recommend wage increases that would result in such a substantial increase in city expenditures in the area of police department operations. *The City must have sufficient time to make appropriate adjustments to fund the increased cost of police protection.*

The Union is requesting an increase of approximately 14.5 percent in compensation for 2009 compared to 2008. A wage increase of this size would be difficult for the City to absorb financially without negatively affecting other essential services.

The fact finder believes an increase of 5.0 percent, effective January 1, 2009, would be appropriate for the first year of the three-year agreement. The fact finder will also recommend that wages be increased by 5.0 percent on January 1, 2010; and by 5.5 percent on January 1, 2011.

These increases of 15.5 percent over a three year period are fully justified in order to move police officers closer to the wages paid in comparable jurisdictions. Total 2008 compensation in Logan was 12.4 percent higher than in Nelsonville. Deputy Sheriffs in Athens County had total compensation in 2008 that was 22 percent higher than Nelsonville officers. However, the recommended wage increases have been moderated in order to allow the City to continue to be financially stable.

During the term of the three-year contract, the gap between the wages paid in Nelsonville to those paid in wages paid in comparable jurisdictions should be reduced, although it will not be eliminated. The larger increase in the third year of the collective bargaining agreement will provide the City with time to make adjustments in its finances.

Of course, future revenues are speculative. Conventional economic models predict that there will be some improvement in the economy during the next three years. Hopefully, the City will experience a sufficient increase in revenue to fully fund the increase in police compensation costs. In the case of a shortfall, the City should have adequate reserves to temporarily absorb the increase in expense.

Recommendation

The wage rates for all classifications shall be increased as follows:

Effective January 1, 2009 – Five percent (5.0%)

Effective January 1, 2010 – Five percent (5.0%)

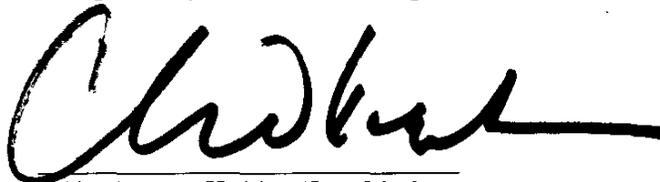
Effective January 1, 2011 – Five and one-half percent (5.5%)

In addition, the fact finder recommends that bargaining unit members receive a \$500.00 payment upon ratification of the agreement. The City agreed to make this payment to members of the bargaining units in the fire department and service department, and police officers should also receive this benefit.

ARTICLE 31 - TERM OF AGREEMENT

It appears that both parties are amenable to a three year agreement. However, the parties have not reached a tentative agreement on this issue. Three year collective bargaining agreements are almost universal in the Ohio public sector. Therefore, the fact finder will recommend that the new agreement run from January 1, 2009 until December 31, 2011.

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

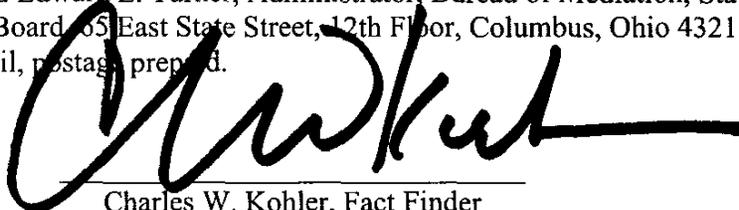


Charles W. Kohler, Fact Finder

CERTIFICATE OF SERVICE

I do hereby certify that on this 19th day of February 2009, a copy of the foregoing Report and Recommendations of the Fact Finder was electronically served upon Mark J. Volcheck, Esq. at markvolcheck@sbcglobal.net; and Garry E. Hunter, Esq., at ghunter@hunterlawoffices.us.

I do hereby certify that on this 19th day of February 2009, a copy of the foregoing Report and Recommendations of the Fact Finder was served upon Mark J. Volcheck, Esq., Suite B-2, 92 Northwoods Blvd., Columbus, Ohio 43235; Garry E. Hunter, Esq at 26 S. Congress Street,; Athens, Ohio 45701; 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.

A handwritten signature in black ink, appearing to read 'C. Kohler', written over a horizontal line.

Charles W. Kohler, Fact Finder