

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

STATE EMPLOYMENT
RELATIONS BOARD

2009 AUG 17 P 3: 22

IN THE MATTER OF:

REPORT OF FACT FINDER

**AMERICAN FEDERATION OF STATE
COUNTY AND MUNICIPAL
WORKERS, INC., Ohio Council 8,
Local 984,
Employee Organization,**

CASE NO. 09-MED-02-0092

and

**CITY OF PIQUA,
Employer.**

DATES OF HEARING: July 7, 2009

PLACE OF HEARING: Piqua, Ohio

FACT FINDER: Charles W. Kohler

DATE OF REPORT: August 14, 2009

APPEARANCES:

FOR THE EMPLOYEE ORGANIZATION:

FOR THE EMPLOYER:

David W. McIntosh, Staff Representative

Stacy M. Wall, Law Director

INTRODUCTION

On May 29, 2009, the State Employment Relations Board (“SERB”) appointed the undersigned as fact finder pursuant to Ohio Revised Code Rule Section 4117.14(C)(3). This matter involves the negotiation of a successor collective bargaining agreement between the City of Piqua (“City”) and the American Federation of State County and Municipal Workers, Inc., Ohio Council 8, Local 984 (“Union”). The previous contract expired on April 30, 2009.

The bargaining unit consists of about 75 employees who work in the water plant, wastewater treatment plant, and the municipal electric service. It also includes employees who work in the parks department, sanitation department, golf course, swimming pool, and in the street department.

The respective departments in which bargaining unit member work are considered “enterprise fund” departments. As such, their operations are primarily funded by non-tax revenue sources, such as charges for electricity, water, sewer and garbage collection. The street department receives funds from a special property tax levy specifically dedicated for street maintenance and improvement. The street department also receives revenue from license plate fees.

The departments are not designed to be funded by the City’s general fund. However, in the event of shortfalls, the City has used general fund revenue to supplement departmental revenues. Most recently, the City has used general fund revenue to subsidize the operation of the pool, parks, and golf course.

On July 7, 2009, the undersigned fact finder conducted a hearing in Piqua, Ohio, on the unresolved issues. Prior to the fact-finding hearing, the parties engaged in five formal negotiation sessions. On May 11, 2009, a mediation session was held. Through negotiations and mediation, the parties reached tentative agreements on many issues. The unresolved issues were presented to the fact finder for resolution. Pursuant to the mutual agreement of the parties, the report and recommendations of the fact finder are to be served upon the parties on August 14, 2009.

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.

FINDINGS AND RECOMMENDATIONS

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.

UNRESOLVED ISSUES

Article 5 - Wages

Position of the Union

The Union proposes that wage rates be increased by 3.25 percent, effective May 1, 2009, with a wage re-opener during the second and third years of the contract. The Union argues that the proposed wage increase is equal to the increase that police officers received on February 1, 2009. In addition, it mirrors the increase that the firefighters are scheduled to receive on September 1, 2009. An additional proposal of the Union is that shift premiums be increased from 40 to 60 cents per hour for second shift, and from 45 to 80 cents per hour for third shift.

The Union points out that it is only requesting the same increases that the City already agreed to give to other City employees. It proposes the re-openers in the second and third years of the

collective bargaining agreement to address the City's concerns as to the uncertainty as to economic conditions in the second and third years of the collective bargaining agreement. Further, the Union is unwilling to accept the City's proposal of a three year agreement with no wage increases. The Union argues that, unlike some municipalities in the Greater Dayton area, the City has sufficient financial resources to fund a wage increase for bargaining unit members.

The Union also proposes a change in Section 3 of Article 5 so that employees have an additional option for uniforms. Currently, the City furnishes 11 sets of uniforms for each member of the bargaining unit. The Union proposes giving employees the option of receiving jeans in lieu of uniform pants.

The Union also proposes increases in pay ranges for "working supervisors." The Union asserts that increases of two pay ranges are justified for Street Division Working Supervisor, Parks Department Working Supervisor, Water Plant Mechanic, Water Plant Working Supervisor, and Collection Working Supervisor.

The Union also proposes an increase in the pay range for employees in the Worker II classification. The Union points out that employees in the Worker II group are in-house mechanics who repair various types of equipment. It states that these employees save the City money by doing work in-house rather than having the work done by outside mechanics.

Position of the City

The City is proposing no increases in wage rates for the three-year term of the agreement. It points out that wages and other benefits must be paid from revenue in the enterprise fund. Unlike other City employees, wages cannot be paid from the general fund. Most tax dollars go into the general fund. The enterprise fund is supported by money generated from the operation of the departments that employ members of the bargaining unit. It asserts that, since enterprise fund revenue is not increasing, the City cannot afford the cost of any wage increase.

The City notes that revenue has been negatively affected by a reduction in general economic activity. Revenue from the power plant is projected to be \$714,000 less than budgeted for the calendar year 2009. The municipal power operation also has significant capital needs, including both long-term and for on-going operations. Longer term projects include the demolition of the old power plant in 2011 at a cost of 4 million dollars, and building a service center in 2010 at a cost of 3.5 million dollars. Operational equipment is also scheduled to be replaced. For 2009, needs include a Mini Digger Derrick (\$135,000) and Meter Test Equipment (\$35,000). In 2010, the City projects that it will need to purchase a Bucket Truck (\$150,000), and a Digger Derrick Truck (\$178,000). The replacement of trucks and other equipment in 2011, is estimated to be \$320,000.

The finances of the Piqua Municipal Water System are similar to those in the power operation. Revenues have decreased between 2006 and 2009. For 2009, the water system revenue is estimated to be 3.3 million dollars, while expenses are estimated at \$3.6 million dollars. The City emphasizes that the deficit will reduce the Fund Balance to a dangerously low level of 0.8 million dollars.

The water system also has significant capital needs, including the building of a new water plant. The current plant was built in 1925 and construction on a new plant is scheduled to begin in 2010 at a cost of 21 million dollars. In addition, the enterprise fund must provide funds to replace equipment and make various necessary upgrades. These on-going operations and equipment costs are estimated to cost \$230,000 in 2009, \$275,000 in 2010, and \$475,000 in 2011.

The wastewater plant is in need of significant repairs, estimated to cost about eight million dollars. These improvements are mandated by the federal EPA, and thus foregoing this expense is not an option.

Discussion

The Union essentially argues that the employees in this bargaining unit are deserving of the same wage increase that the City agreed to give to the police officers and firefighters. It further contends that the City has the financial ability to fund these increases. In recognition of the concerns over finances in the next three years, it is offering to allow the City to delay the

negotiations over wage increases in the second and third years of the agreement until the City's financial situation is more certain.

The collective bargaining agreements with the police and fire employees were negotiated in 2007. The police contract provides for an initial wage increase on March 1, 2007; the initial wage increase in the fire contract went into effect on September 1, 2007.

It is a well-accepted fact that the Ohio economy has slowed significantly since 2007. Miami County had an unemployment rate of 12.4 percent in April 2009, which was higher than both Ohio (10.2%) and the United States (8.9%). The March 2, 2009, fact finding report involving negotiations between the State of Ohio and the OCSEA/AFSCME, submitted by the City, notes that Ohio has lost over 111,000 jobs in the last two years.

The Union proposal would extend a wage increase that was negotiated based on 2007 economic conditions into mid-2010. Based on the economic conditions at the time, the City provided nonunion employees a three percent wage increase for 2007. In 2008, nonunion employees received an additional three percent increase. However, the City was more cautious in 2008 as department directors received no increase for 2008. For 2009, none of the nonunion employees received a wage increase.

Other than the wage increases of the police and fire department employees, the Union has offered no comparable wage data or other statistical evidence to support the wage increase requested. However, the fact finder notes that accurate and useful comparable wage data for many of the positions in this bargaining unit is not readily available. Certainly, it is much easier to find pertinent data for positions such as police officer and firefighter.

The City's position boils down to the contention that the departments financed by the enterprise fund will have numerous and substantial non-labor expenses during the next three years, and revenues generated by departmental operations are declining. The City has presented voluminous data to show the deterioration in revenues, as well as the future investments in plants and equipment that the City must make in order to continue to operate the departments.

The City's current financial condition is stable. However, it is clear that the City must exercise caution as tax revenues fluctuate based on economic activity. However, it is unreasonable to place employees in a position where they will receive no wage increases during the term of a three-year agreement. Employees must provide for themselves and their families; costs will continue to rise on various necessary products and services.

While the bargaining unit members work in departments funded by the enterprise fund, the overall financial condition of the City is also relevant. The City has the ability to use money from

the general fund to subsidize other operation. Money from the general fund has been used to cover shortfalls for the parks, golf course, and pool.

The 2008 financial report of the City notes that the general fund balance at the end of 2008 was eight million dollars, which is 66 percent of annual expenditures. The report also provides that there was a increase of 2.2 million dollars in the total general fund balance from the prior year. The City points out that the increase was primarily due to two windfalls, consisting of income taxes on a group of state lottery winners, and a large inheritance tax.

The report also states that the electric, wastewater, water and refuse utilities all had revenue in excess of expenditures. Further, the report notes that increases in expenses were in line with inflation and growth in demand for services.

It is undisputed that the City's utilities will have significant captial expenditures in the future. However, the means of funding of these projects has not yet been determined. The major expenses, such as a new water plant, will be likely funded using long term bonds. Some projects, such as demolition of the old power plant, may receive special state funding.

The fact finder believes that employees should receive a wage increase, retroactive to May 1, 2009. The City has the financial ability to finance a modest pay increase, based on its most recent financial statements. The fact finder will recommend a wage increase of two percent for the first year of the agreement, with a re-opener for the second and third years of a three-year

agreement. The unusual economic conditions at the present time make it necessary to recommend only a moderate pay increase. The fact finder observes that bargaining unit members have had wage increases totaling 9.5 percent over the last three years. During this time, many employees in both the private and public sector have received significantly lower increases, or no increase at all.

The fact finder recommends the re-opener with reluctance. One of the strengths of collective bargaining is the establishment of a fixed set of terms of employment for the length of the agreement. The fact finder is also aware of the time and effort required by the parties to negotiate contractual terms, even when the issues are limited. However, neither party has come forth with a realistic proposal for the entire agreement. The Union is proposing a re-opener, while the City is proposing a three-year wage freeze.

The City's financial condition during the next three years will be affected by many factors. These include: general economic conditions; revenue from enterprise fund operations; actual cost of capital projects; cost and method of financing capital projects; and health insurance costs. The fact finder is of the opinion that it is prudent to allow the parties to negotiate a fair agreement on wage rates when there is less uncertainty.

With respect to the proposals for increases in pay ranges for working supervisors, the fact finder recommends that the proposal of City be adopted. The increase of two pay ranges proposed by

the Union is not justified by the facts. Although those in the Worker II class do provide a valuable service, and provide some cost savings to the City, there is not sufficient evidence to establish that the current classification is incorrect.

The fact finder will not recommend the adoption of the Union's proposal to allow employees to substitute jeans for uniform pants. One of the primary purposes of uniforms is so that bargaining unit members can be readily identified as City employees. Wearing jeans would defeat this purpose.

The comparable data do not support an increase in the shift differential. Some comparable jurisdictions have no shift differential. The current supplements are comparable to those in other jurisdictions. Therefore, no increase is recommended.

Recommendations

The fact finder recommends that the wage rates be increased by two percent (2%), effective May 1, 2009, and that the wage rates be subject to renegotiation, at the request of either party, for changes to be effective on May 1, 2010.

The fact finder recommends the adoption of the City's proposal for changes in the classifications of working supervisors. For all other unresolved issues in Article 5, the fact finder recommends current language.

Article 6 - Hours of Work and Overtime

Position of the Union

The Union proposes the modification of Section 1 to eliminate the City's ability to switch from the current weekly system to a bi-weekly payroll. It contends that bargaining unit members do not earn as much as many other City employees, causing budgeting to be more difficult. Changing to a bi-weekly payroll would make it more difficult for employees to budget.

The Union also proposes the addition of a provision which would permit employees to earn compensatory time in lieu of overtime pay. Under the proposal, employees could accrue up to 60 hours of compensatory time. The Union points out that other City employees, including some administrative employees, can accrue compensatory time. The Union asserts that compensatory time is provided for in most collective bargaining agreements. The proposal would require employees to obtain supervisory approval before using compensatory time, so that management could ensure that adequate personnel would remain on duty.

The Union further proposes that language be included that would mandate an eight hour rest period after an employee has worked 16 consecutive hours. The Union wants to make sure that employees are not required to work when they are exhausted. The Union contends that some employees, particularly in the electric department, have been required to work more than 16 consecutive hours. Since snow removal is necessary for the safety of residents, this limitation would not apply to snow removal operations.

Position of the City

The City proposes new language that makes overtime mandatory for critical work. The proposal specifies that employees must comply with overtime standards set by each department. Further, it provides that employees who do not meet the standard set by their department can be disciplined up to and including termination.

The City also proposes language that would modify Section 2. This section provides that shift work employees in continuous operation positions be paid double time for hours worked in excess of 48 per week. The proposal specifies that, in order to be eligible for double time, the employee must have more than 48 hours of work in the continuous operation position. This would prevent a continuous operation employee from earning double time if some of the hours were earned in another department. Commonly, this would be operating snow removal equipment during emergencies. City policy allows employees from other departments to volunteer for snow removal duties.

Discussion

The current collective bargaining agreement gives the City the right to change to a bi-weekly payroll system. It requires eight weeks advance notice. The current payroll system is outdated. The City wishes to improve efficiency by modernizing its system and changing to a bi-weekly system. The change should save money for the City. The fact finder believes that, after an

adjustment period, bargaining unit employees will be able to adapt reasonably well to the bi-weekly payroll.

The City believes that the manner in which it staffs the various enterprise fund departments would make it difficult to accommodate compensatory time. Even though the Union proposal does provide for management approval to use compensatory time, it will be an earned benefit that employees have the right to use. The Union has not provided evidence that compensatory time is commonly used in similar operations. Since the inclusion of a right to accrue compensatory time directly impacts the City's operations, it is a matter that is better negotiated by the parties involved in the day-to-day work.

Compensatory time is a concept that could result in some cost savings to the City. It is also attractive to employees. Thus, the fact finder encourages the parties to continue to discuss the issue. As a suggestion, the parties may want to consider a limited trial period so that the actual impact of compensatory time can be examined.

The fact finder believes that all employees who are required to work overtime must work their fair share. However, the City has not established that a change in contract language is necessary to address the issue of employees shirking their responsibility. The problem is apparently limited to a small number of employees. The concerns raised by the City can be addressed through the normal implementation of work rules and the use of progressive discipline.

The fact finder believes that issues that are integral to the operation of a governmental unit should not be implemented by a fact finder. These are the types of issues that are very specific to a particular operation; therefore, they must be negotiated by those individuals with detailed knowledge of the effect of proposed changes on day-to-day operations. The Union's proposals for compensatory time and a mandatory rest period after 16 hours of work, and the City's proposal to alter eligibility for double time fall within this category.

Recommendations

The fact finder recommends current language for Article 6.

Article 8 - Vacations

Position of the Union

The Union proposes increasing the number of hours of unused vacation that employees can cash in each year from the current 40 hours to 120 hours.

Position of the City

The City proposes current language for Article 8.

Discussion

The primary purpose of the vacation benefit is to allow employees time away from work, not to increase their compensation. Generally, the employer benefits from having employees who have had an opportunity to relax away from the daily routine. Increasing the number of hours that can be converted to cash could pressure some employees to forgo taking much needed vacation time off.

Recommendations

The fact finder recommends current language for Article 8.

Article 9 - Sick Leave

Position of the City

The City proposes a change in a provision that allows employees to cash in unused sick leave upon leaving City employment. The proposed language would apply only to employees hired after the date of the collective bargaining agreement. The proposal would reduce the number of hours that employees could convert to cash from 960 to 480. For retiring employees, it would also allow the conversion of hours accrued up to 720 at a ratio of one hour of pay for every three hours of accumulated sick leave above 480 hours, for a maximum retirement payout of 560 hours.

Position of the Union

The Union proposes increasing the number of hours of sick leave that employees may convert to cash each year from 40 to 80. The Union contends that this would add further a incentive to employees to refrain from taking time off work. The Union states that this is a “win-win” proposition for both the City and bargaining unit members.

Discussion

Each November, employees can convert up to 40 hours of sick leave to cash per year, provided that they meet certain requirements. To convert sick leave, an employee must have a sick leave balance of at least 480 hours, and the employee can only convert hours in excess of 480. In addition, an employee who has had more than 24 hours of unexcused absences during the one year period ending October 31 may not convert any sick leave during that calendar year. Only sick leave earned in prior years may be accumulated.

The City points out that employees can already convert 40 hours vacation in addition to the 40 hours of sick leave, for a total of 80 hours per year. It asserts that the ability to convert 80 hours of leave to cash each year is already a generous benefit and it need not be increased.

Employees normally earn 10 hours of sick leave per month, or 120 hours per year. The fact finder observes that the current system has protections requiring employees to retain 12 weeks of sick leave. Since this protection is in place, the ability to convert more sick leave may well

encourage employees to use less sick leave. The City has not argued that increasing the number of hours that may be converted to cash annually would adversely affect operations.

The City will eventually pay employees for most of their unused sick leave when they leave City employment. Conversion will reduce the City's liability for future expenditures. The fact finder believes that an increase in the number of hours that can be converted on a yearly basis is warranted. However, at this time, the number should be increased to 60, rather than 80.

The City proposes making a change in the number of hours of sick leave that are paid out when an employee leaves City employment. The change would reduce the maximum payout only for those employees who are hired after the effective date of the agreement. The current agreement provides for a payout of sick leave balances when an employee retires or leaves City employment. Currently, there is a difference in the maximum number of hours that will be paid out depending on an employee's date of hire. Employees hired after September 15, 2003, have a lower maximum number of hours that are subject to the payout. The current proposal of the City would add a third tier consisting of those employees who are hired after the effective date of the new collective bargaining agreement. For these future employees, the maximum payout would be further reduced.

The City contends that this is a cost saving measure. While it would reduce future liabilities, the proposal will not help the City's current financial concerns. The fact finder does not believe that

it is prudent to create additional situations where employees have different benefits depending on their date of hire. There are already two levels. The City and the Union agreed to a reduction in the sick leave payout during negotiations in 2003. An additional reduction at this time is not justified.

At the hearing, the parties discussed some changes in procedures for combating sick leave abuse. It appears that the parties are both interested in preventing abuse, and these changes involve fine-tuning the language. Thus, the parties should continue to discuss this issue. However, in pre-hearing Position Statements, neither party listed any of these proposals as an unresolved issue. Thus, pursuant to SERB Rules, it would be inappropriate for the fact finder to make recommendations on this issue.

Recommendations

The fact finder recommends that Article 9, Section 2 (A), be amended by striking out the term “forty (40)” and substituting the term “sixty (60).” Current language is recommended for the remainder of Article 9.

Article 11 - Insurance

Health Insurance for the 2009 calendar year was agreed to in the previous collective bargaining agreement. The plan combines a high deductible health insurance plan (HCHP) with a health

savings account (HSA). The HDHP has an annual deductible of \$2000.00 for individual coverage, and \$4000.00 for family coverage. For 2009, the employees pay 11 percent of the premium, and the City pays 89 percent. The total 2009 premium is \$3414.00 for individual coverage, and \$8818.00 for family coverage.

For 2009, employees with family coverage have an HSA of \$4000.00, and those with individual coverage have an HSA of \$2000.00. The City provides 85 percent of the funds for the HSA, with the employee funding the remaining 15 percent.

Position of the City

The City proposes an increase in the employees' share of the premium from 11 to 15 percent of an HDHP for 2010, 2011 and 2012. Further, it proposes that employees fund 50 percent of the HSA in 2010, 75 percent in 2011, and 100 percent in 2012. The City asserts that it needs to increase employee contributions due to anticipated large increases in premium for the HDHP.

The City has presented an affidavit, dated July 6, 2009, from an insurance consultant, Mike Sutterman. Mr. Sutterman is an employee benefits consultant with over twenty years of experience. The City requested that he review group demographics and claims experience to estimate rates for 2010. He concluded that the City:

could conservatively anticipate between a 30% to 50% increase in medical premiums in 2010. The reason for the broad range is the inherent difficulty in predicting what will happen in claims utilization over the upcoming three months.

Position of the Union

The Union has proposed that the current plan be continued for the new agreement, with the City paying 89 percent of the insurance premium, and funding 85 percent of the HSA. The Union argues that the members of this bargaining unit simply cannot afford to pay out-of-pocket expenses of potentially thousands of dollars.

Discussion

Health insurance needs of City employees and their families are covered by an innovative system that combines a high deductible insurance plan with an HSA. Even with this system, however, the City's expert believes that premiums will increase by 30 to 50 percent in 2010.

The City's proposal attempts to compensate for most of the premium increases by substantially reducing its funding of the HSA's in 2010 and 2011. It also proposes eliminating all HSA funding in 2012.

A quick review of the 2008 wage rates of bargaining unit employees shows that a representative hourly rate is \$20.00. Based on 2080 hours, a representative annual wage is \$41,600. Under the City's plan, by 2012, the employee with family coverage would be paying about 10 percent of his or her salary to fund a \$4000.00 HSA. In addition, the employee would continue to pay 15 percent of the HDHP. Adding 40 percent (the mid-point of the estimated increase) to the 2009 family premium, the 2010 premium would be \$14,697. The fifteen percent employee share

would be \$2205.00 for 2010, and would be higher by 2012. Under the City's proposals, by 2012, the employee with family coverage could easily pay 15 percent wages for the HSA and HDHP.

Of course, the increase in health insurance cost is not the fault of the City. The City, as is the case with most employers, is struggling with the dilemma of providing high quality health care at a reasonable cost.

For several reasons, the fact finder believes that the best course is to make the health insurance benefit issue subject to a re-opener. The issue is set for the remainder of 2009. A re-opener will give the parties more time to analyze cost and benefit data. Preferably, the issue can be negotiated when the cost has been determined, or at least can be estimated with more accuracy. At this point the future cost is speculative. The City's expert suggests that the premium cost can be more accurately determined in October, after examining claims utilization in July, August, and September. At the present time, there is insufficient data to make a reasoned decision.

In addition, it appears that Congress may enact health insurance legislation in the next few months. This legislation may have an impact on health insurance decisions. A re-opener would give the parties an opportunity to consider any possible effect of new legislation.

Recommendations

The fact finder recommends that Article 11 retain current language, and that the article be subject to renegotiation, at the request of either party, for changes to be effective January 1, 2010.

Article 16 - Waiver

The fact finder recommends current language with exceptions for the renegotiation provision recommended for Article 5 and Article 11.

Article 23 - Duration

The fact finder recommends a three-year agreement, effective May 1, 2009, to April 30, 2012, subject to provisions for the renegotiation of Article 5 and Article 11.

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

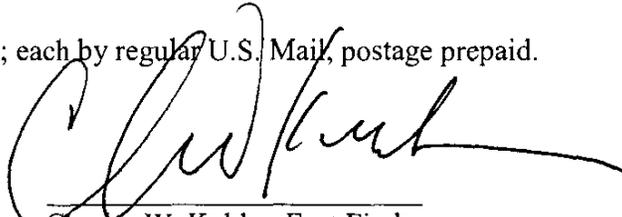


Charles W. Kohler, Fact Finder

CERTIFICATE OF SERVICE

I do hereby certify that on this 14th day of August 2009, a copy of the foregoing Report and Recommendations of the Fact Finder was electronically served upon David W. McIntosh at dayoc8@ameritech.net; and Stacy M. Wall, Esq., at swall@piquaoh.org.

I do hereby certify that on this 14th day of August 2009, a copy of the foregoing Report and Recommendations of the Fact Finder was served upon David W. McIntosh, Staff Representative, AFSCME Ohio Council 8, 15 Gates Street, Dayton, Ohio 45402; Stacy M. Wall, Law Director, City of Piqua, 201 Water Street, Piqua, Ohio 45356; and J. Russel Keith, General Counsel & Assistant Deputy Director, 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