

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

In the Matter of the Fact-Finding Between:

Ohio Patrolmen's Benevolent Association  
Employee Organization

and

City of Trenton  
Employer

Case No. 10-MED-08-1001  
10-MED-11-1760  
10-MED-11-1761

APPEARANCES:

*For the Union:*

Mark Volcheck, Union Representative  
Jamy Chaney, Patrol Officer Representative  
Kathy Allen, Dispatch Representative  
Mike Matala, Sergeant

*For the City of Trenton:*

Marc Fishel, Employer Representative  
John J. Jones, City Manager  
Michael E. Engel, City Treasurer  
Timothy Traud, Chief of Police

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Before Sarah Rudolph Cole, Fact-Finder

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## **Introduction**

The Ohio Patrolmen's Benevolent Association (OPBA or Union) represents the three bargaining units at issue in this case. One unit includes approximately ten patrol officers. Another unit includes two sergeants, and a third unit includes approximately two full-time dispatchers. In addition to these unionized employees, the City of Trenton (City or Employer) police department includes a Police Chief, a lieutenant, an administrative secretary and three part-time dispatchers. The parties do not have a current collective bargaining agreement (CBA, contract, or agreement). The City had collective bargaining agreements with the Fraternal Order of Police, Ohio Labor Council (FOP/OLC), governing all three units. The Union and Employer used the expired agreements (CBAs) as templates for the current negotiations. In 2010, the OPBA replaced the FOP/OLC as the exclusive representative of these bargaining unit employees. The parties began negotiations on January 11, 2011. The parties met on January 27, 2011, February 11, 2011 and March 2, 2011. The parties reached tentative agreements on many items and those items are incorporated and recommended as part of this fact-finding report. The parties were unable to reach agreement on several issues: Dues Deduction (fair share fee), Personnel Files (length of disciplinary records remaining in files), Wages, Health Insurance, Discipline (timeliness and use of polygraph), Tuition Reimbursement, Promotion (Sergeants only) and Duration. The parties submitted these remaining unresolved issues, identified below, for fact-finding. The fact-finding hearing took place on June 7, 2011 at the Trenton Police Department in Trenton, Ohio.

## **Criteria**

Fact-finders must consider the criteria articulated in Ohio Revised Code

§ 4117.14(C)(4)(e) and Ohio Administrative Code § 4117-9-05(K) when making a decision.

Criteria to be considered are:

- (a) past collectively bargained agreements, if any, between the parties;
- (b) comparison of the issues submitted to final offer settlement relative to the employees in the bargaining unit involved with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
- (c) 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;
- (d) the lawful authority of the public employer;
- (e) the stipulation of the parties;
- (f) such other facts, not confined to those listed in this section, which are normally or traditionally taken into consideration in the determination of the issues submitted to final offer settlement through voluntary collective bargaining, mediation, fact-finding, or other impasse resolution proceedings in the public service or private employment.

### **Article 3: Dues Deduction**

#### **Union Position**

The OPBA proposes amendments to the current dues deduction provision so that the provision accurately reflects that the OPBA is now the employees' representative. The Employer agrees to these changes. The OPBA also proposes implementation of a fair share fee provision in each agreement so that employees who are not union members must pay fees to the union because they receive the benefits of union representation. The OPBA argues that fair share provisions are common in comparable contracts (see Union ex. 1 and 2) and that, without such a provision, employees enjoy the benefits of union representation without paying for them. The Union notes that all current employees are union members.

## **Employer Position**

The Employer does not object to the clean-up language the OPBA proposes, which would replace the outgoing representative's name with the OPBA name. It does, however, contend that implementation of the fair share language would be unfair and is not justified by any change in circumstances.

**Recommendation:** Change the representative name in the dues deduction provision to reflect that the OPBA now represents the bargaining units. No other changes recommended.

### **Rationale:**

All current employees are union members. As a result, no issue exists regarding non-union members receiving union benefits without paying union dues. In the absence of a demonstrated need for this provision, the fact-finder recommends against its addition.

## **Article 8: Personnel Files**

### **Union Position**

The Union proposes changes in all three CBAs to reduce the length of time discipline remains on an employee's record. The Union proposes to reduce the length of time discipline remains on an employee's record for five day suspensions from eight years to 36 months and to 72 months for suspensions of more than 5 days. The Union contends that eight years is too long, under a progressive discipline theory, for discipline to remain on an employee's record. In addition, it submitted evidence demonstrating that other jurisdictions, Hamilton, Middletown, and Monroe, all have shorter limitations periods for employee suspensions to remain on the employee record. The Union also proposes removal of "force and effect" language from the CBAs. The employer does not oppose this latter language change.

## **Employer Position**

The Employer states that the circumstances do not support the Union's proposed change. While the Employer does not contest that other jurisdictions have shorter limitations periods (and agrees that these jurisdictions are comparable), it nevertheless states that, in the absence of proof of a need for such a change, no change is justified.

**Recommendation:** The fact-finder recommends removal of the "force and effect" language.

The fact-finder also recommends acceptance of the union's proposal to reduce the time that five-day suspensions remain on an employee's record to 36 months and the time that suspensions of greater than five days remain on the employee's record to 72 months.

### **Rationale:**

While no event precipitated consideration of this issue, the fact-finder is convinced that the current collective bargaining language is inconsistent with the treatment of this issue in comparable jurisdictions and is also inconsistent with principles of progressive discipline. To maintain evidence of wrongdoing for eight years on an employee's record does not take into account the theory that employees should be permitted to learn from their mistakes and not have to continue to face the consequences of such mistakes for almost a third of their career (it takes 25 years to achieve full benefits in the City of Trenton). The Union's proposal on this issue is a reasonable compromise between ensuring that prior discipline is not forgotten too quickly but does not haunt an employee for an excessive period of time.

## **Article 11 – Wages**

### **Union position**

The Union proposes that the Employer increase the Patrol Officers wage scale by 3.25% in the first year of the contract, retroactive to September 1, 2010; an additional 3.5% effective

September 1, 2011; and an additional 3.75% effective September 1, 2012. The Union proposes the same wage scale change for the Sergeants, as well as the same retroactivity for the first year of the contract, but also proposes that the Employer eliminate the first two steps of the wage scale for the Sergeants. The Union proposes a slightly different scheme for the Dispatchers. The Union proposes that the Dispatchers' contract be retroactive to June 1, 2010 for wages and that the Dispatchers' step scale should be the same as the scale for the City of Trenton Police Department administrative secretary. This scale would include a 3.25% increase, which all non-union employees received on January 1, 2010, as well as a 19.2% increase in step A; a 22.6% increase in step B; a 25.3% increase in step C; a 27.4% increase in step D; a 29% increase in step E; and a 30% increase in step F. In addition, effective June 1, 2011, the Union would increase the Dispatchers' pay scale by 3.5%, and, on June 1, 2012, implement another 3% pay increase.

The Union also proposes, for all three contracts, language establishing that an employee who reaches the top of the wage scale will not be denied the general wage increase for that step for any reason. In addition, the Union proposes to add a training pay provision in each agreement to compensate any employee who is required to train another employee. The additional pay would be \$2.00 per hour.

Finally, for the Patrol officers, the Union proposes implementation of officer-in-charge pay. Under the proposal, the most senior Patrol Officer on a shift would be considered the officer-in-charge if a ranking officer was not present. A senior patrol officer working as officer-in-charge would receive pay at a rate ten percent greater than the highest rate on the Patrol Officer scale. The Union states that both Fairfield (officer paid at 5 year service rate of pay for a sergeant) and Monroe (\$1.50 per hour for 4 hours or more in a workday) offer officer in charge

pay for patrol officers. (Union Ex. 16) No information about Hamilton, Middletown or Oxford is identified.

In addition, the Union notes that Fairfield, Hamilton, Middletown and Monroe all offer some form of premium pay to officers performing training (FTO or field training officer) duties. Fairfield provides \$1.50 per hour; Hamilton provides compensatory time for each day an officer engages in training duties for four hours or more; Middletown pays \$2.50 per hour for FTO duty; and Monroe pays \$1 per hour (Oxford is not identified). (Union Ex. 17). Some of these jurisdictions offer training pay to dispatchers (all but Monroe) and only one jurisdiction offers pay to sergeants for FTO duties (Middletown).

With respect to the increases in the step scale for the Dispatchers' Unit, the Union stated that the disparity in pay between the administrative secretary and the dispatchers is unjustified. According to Kathy Allen, a dispatcher for the City of Trenton, the work of a dispatcher is challenging, difficult and very time-consuming. Dispatchers provide support to police, ambulance, emergency and fire personnel. In addition, they enter all warrants into the system, take reports of child custody disputes, disburse public records to citizens and collect fees for the impound lot. The dispatchers are also responsible for dispatching wreckers, if necessary, and operate as the city greeting center after 5 p.m. and on weekends. They also perform pat searches on female prisoners. The dispatchers work considerable overtime as well. By contrast, the Union contends, the administrative secretary's work is primarily focused on typing, word processing and computer operation. (Union Ex. 6).

With respect to the proposed wage increases, the Union contends that other jurisdictions receive higher pay for their employees. For employees with ten years of experience, for example, the average pay for patrol officers (using Fairfield, Middletown, Hamilton, Monroe,

Oxford and Trenton) is \$59,979.78. (Union Ex. 9). Trenton patrol officers with ten years of experience, by contrast, receive \$56,992.

The Union also argues that the City has the ability to pay. According to the Union, the City's unencumbered carryover balance is healthy and does not need to be as large as it currently is. The Union also notes that the non-unionized employees received wage increases of 3% in 2009 and 3.25% in 2010. The Union emphasizes that the CPI increased 3.2% over the last twelve months. (Union Ex. 26).

### **Employer Position**

The Employer proposes a wage freeze for 2011 with a wage reopener for 2012 and 2013. The Employer also argues that any wage increase should not be retroactive. The Employer contends that the City of Trenton is suffering because of the recent economic downturn. The Employer is particularly concerned about possible additional State budget cuts and how those cuts may impact the Employer's ability to pay for any increase in wages. Mike Engel, the City Treasurer for the last six years, testified that the 2011 City budget does not take into account almost certain additional decreases to the local government fund. While the City budget was reduced by 14% to account for some reduction in the local government fund, Engel now believes that the local government fund reductions will require the City to reduce budget costs by additional amounts. Moreover, in 2010, the City reinstated its on-call program for fire-fighters so that response time to emergencies is faster. On-call firefighters earn \$5 per hour. Based on expected use, the implementation of the on-call program will cost \$80,000 in 2011 and \$100,000 per year in subsequent years. Thus, expenditures in 2011 are likely to be greater than initially expected.

Treasurer Engel testified that, based on the actual budget passed for 2011, the general fund, which supports the police department, has anticipated revenue of \$3,063,000 with anticipated expenditures of approximately 3.5 million dollars. According to Engel, these numbers have been revised based on current projections to revenues of approximately \$3,016,000 and expenditures of \$3,677,000. (City Ex. 2). The City does not anticipate providing any pay increases to City employees. In addition, Engel noted that 2011 represents the largest deficit spending year in recent history. Engel also notes that the City's carryover balance has decreased each year for the past several years. According to the City, carryover has been reduced by \$333,761 since 2009, a reduction of 21.3%. Moreover, the accelerated phase out of the State's make whole payments from the elimination of the personal property tax and the elimination of the estate tax, will, according to Engel, result in further reductions of City revenue and negatively impact the carryover balance.

Finally, Engel painted a pessimistic picture regarding ballot measures designed to raise taxes. Efforts to increase the general fund through past ballot measures have failed by significant margins. For example, in 2002, the City reduced the income tax credit by .5% for Trenton citizens who work outside the city. This tax credit reduction produced revenue of approximately \$600,000 per year. Unfortunately for the City, however, in 2005, the voters eliminated this reduction and voted to preclude the City from further reducing the credit without voter approval. This fall, the City will place a 4.5 million dollar fire levy on the ballot. This measure, which would relieve the general fund of the obligation to transfer funds to the fire department, is, in the treasurer's estimation, not likely to pass.

The deficit spending, the difficult economic times, the unwillingness of voters to raise taxes, the increased firefighter costs, and the expected reductions to the local government fund,

when considered together, mean that the City cannot afford to increase wages, offer training pay or officer in charge pay at the present time.

**Recommendation:** The fact-finder recommends that the patrol officers and sergeants receive a pay raise of 2% effective September 1, 2010, an additional 2% effective September 1, 2011; and a wage reopener for January 1, 2013. The fact-finder recommends the same changes for the Dispatchers' contract, but made retroactive to June 1, 2011. The wage reopener for the dispatchers would occur on January 1, 2013. The fact-finder further recommends that no language changes be made to section 11.3, 11.4 or 11.5.

**Rationale:**

The City of Trenton, like every municipality in Ohio, faces difficult and uncertain economic times. The City has not avoided the impact of the current economic downturn. While the City still has significant carryover balance – over 1.2 million dollars in 2011 – the carryover balance appears to be in steady decline as, for the last two years, expenditures have outpaced income. And, at the present time, there is no end in sight. The City is bracing for further cuts to the local government fund. While that fund does not provide significant income to the City, as compared to income taxes, its reduction has already impacted City finances and its further reduction will hurt the City's coffers.

In addition, the City committed resources to the firefighters so that the public can be assured of better service in emergency situations. Unfortunately, this commitment requires expenditure of significant resources – \$80,000 in 2011 and \$100,000 per year in subsequent years. While the proposed levy may ultimately support these expenditures, if it fails, as many of the initiatives in the City have failed over the last few years, the funds will continue to come out of the general fund, which also supports the salaries of police department employees. Finally,

the elimination of the estate tax will further reduce the City's income to the tune of \$20,000 to \$25,000 per year. The City has attempted to tighten its belt in response – no non-unionized employees have received a raise since January 2010 and there are no current plans to increase non-unionized employees' salaries.

At the same time, much of the comparable evidence submitted supports the Union's argument that the City's patrol officers and sergeants as well as its dispatchers, are moderately underpaid. According to the City's own exhibit, the minimum salary of a Trenton patrol officer is \$40,539 and the maximum is \$56,992. Comparing these numbers to the average minimums and maximums paid in comparable jurisdictions, the City's exhibit establishes that the average minimum pay for patrol officers in comparable jurisdictions is \$44,842.14 and the average maximum patrol officers in those jurisdictions receive is \$59,130.93. (City Ex. 12). The story is relatively similar for the sergeants and the dispatchers. Thus, it would appear that Trenton patrol officers, sergeants and dispatchers receive less, on average, than similarly situated employees in comparable jurisdictions.

Recognizing the uncertainty of the economic future, the City's difficult financial situation and the City's decision not to provide raises to its non-union employees, the fact-finder recommends a percentage increase to the salaries of the unionized employees that takes into account the value of their work for the City while allowing the City to avoid an excessive financial commitment that it cannot support. By including a wage reopener in two years, the fact-finder hopes that the City will be in a better financial situation so that greater increases might be provided to the hard working police officers, sergeants and dispatchers. At the same time, if the financial situation continues to deteriorate, the reopener provides a safety valve for the City to avoid further economic problems.

In light of the difficult economic times and acknowledging the City's declining revenues, the fact-finder agrees that other increases to the wages of the employees, such as training pay and officer-in-charge pay, should not be granted at this time. With respect to article 11.3 step scale issue, the fact-finder is convinced that the current language has permitted an employee who has reached the top of the step scale to participate in a general wage increase even though he is at the top of the pay scale. In the absence of a problem with increases for employees at the top step, the fact-finder is reluctant to impose new language to the agreement.

### **Article 20 (Dispatchers) and Article 21 (Sergeants and Patrol Officers) – Insurance**

#### **Employer Position**

The Employer states that bargaining unit employees currently pay 10% of the health insurance premium plus an additional ten dollars per week. The Employer instituted the additional \$10 per week payment effective October 2008. The Employer sent out a memorandum detailing the change and requested that each employee “acknowledge acceptance of this plan” by signing their names. (Union Ex. 29). The Employer contends that the Union was involved in making the decision to require the additional ten dollar per week payment. Moreover, the Employer states, the amount the unionized employees currently pay is identical to the amount the non-bargaining unit members pay. The Employer would like to modify the language of the agreement to reflect this reality. Finally, the Employer does not want a member of each bargaining unit on the insurance committee because the group would be too large to be efficient and because the Union could dominate the discussions.<sup>1</sup>

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<sup>1</sup> In its brief, the Employer states that the Union also proposed to eliminate the current language that provides for a City-wide cap of \$20,000 for dental insurance and that the Union proposed to increase the payment to employees who decline health insurance from \$100 per month to \$300 per month and extend it to employees who take single insurance but decline coverage for their spouses. The Union did not, however, address these issues in its brief and, in its proposed language, did not propose changes to these provisions. In the absence of continued Union commitment to these issues, I do not recommend these changes.

## **Union Position**

The Union states that it agreed to the 10% contribution plus \$10 per week because it believed that the insurance plan would continue to be a 100% coverage plan. Instead, months after they agreed to the change, the plan became an 80/20 coverage plan. The Union believes that the agreement to pay the additional \$10 per month should no longer be in effect because of the change in coverage.

The Union also contends that the City's insurance costs decreased over the past three years. As a result, the Union believes that its members should no longer have to pay the additional \$10 per month payment. In 2008, the annual family medical coverage premium was \$1392.79; in 2009, coverage cost \$1337.25; and in 2010, coverage cost \$1288.49. Family dental coverage has increased very slightly during the same time period (from approximately \$75 per month to \$77 per month). (Union Ex. 28).

The Union's proposed changes are the same for all three agreements. In section 1 of the article, the Union proposes a language change to replace the terms "medical and hospitalization" to "major medical and pharmaceutical". The Union also proposes adding language that clarifies that the recipients of the coverage are "employees and their dependents [sic], including spouses." The Union also proposes to substitute its name (OPBA) for the FOP name currently identified as the representative of the bargaining units. The Employer does not contest this change. In addition, the Union wants to insert the words "major medical and pharmaceutical" in article 21.2 in place of "medical and hospitalization" because the members pay for major medical and pharmaceutical coverage and the language change reflects the language used in section 5 of article 21. In section 5 of the Dispatchers' contract, the Union proposes deletion of a phrase in the opening clause of the section because the language does not appear in the other agreements

and the section itself defines the benefit. In addition, the Union wants a representative from each bargaining unit on the insurance committee.

**Recommendation:** The fact-finder recommends adoption of the proposed Union language changes, replacing the terms “medical and hospitalization” with “major medical and pharmaceutical” throughout the article in each agreement. I do not recommend the inclusion of the Union’s proposed language clarifying that the recipients of the coverage are “employees and their dependents [sic], including spouses.” I recommend the substitution of OPBA for FOP in the article. In addition, I recommend that the parties eliminate the additional \$10 per week payment and that the monthly contribution remain 10%.

**Rationale:**

Replacing “major medical and pharmaceutical” in section one and two of the article makes sense because that is the language already used in section five. I do not, however, see a reason to include the “employees and dependents, including spouses” language since such language should not be necessary to implement the article. I recommend the elimination of the additional \$10 per week payment by employees for health coverage for two reasons. First, the Union agreed to pay the additional \$10 per week because it believed that it would retain 100% coverage for its employees. The change to an 80/20 plan shortly after this agreement went into effect should have invalidated this agreement. Second, the Employer is currently saving money on health insurance coverage and has, admirably, reduced the premium amounts employees currently pay. At the same time, given the difficult economic times, cost savings should be, to some extent, passed along to the employees. In this case, the misunderstanding about the additional \$10 per week payment, when considered together with the Employer’s cost savings on insurance, convince me that removing the additional \$10 per week payment is the appropriate

measure to take, even though it means that the unionized employees will pay slightly less than the non-unionized employees for health insurance.

### **Article 29 – Promotions, Sergeants Only**

#### **Union Position**

The Union proposes to amend section one of article 29 to replace the word “Sergeant” with the word “Lieutenant” because the focus of the section is on promotion of sergeants to the lieutenant position. The Union also proposes that a sergeant should have three years’ service as a sergeant with the Trenton Police Department before he or she may apply for promotion. This provision changes the current language, which requires three years total within the department before a promotion can be contemplated. The Union recommends such a change because a sergeant needs considerable supervisory experience before he or she can be promoted to lieutenant. In section 2, the Union proposes that Trenton Patrol Officers have at least five years of continuous service with the Trenton Police Department and that outside candidates have at least five years of experience as a sergeant or higher rank before they can apply for the lieutenant’s position.

#### **Employer Position**

The Employer contends that article 29 should not be in the collective bargaining agreement because it never contemplated a promotion provision for sergeants. According to the Employer, the language was inadvertently copied from the patrol officer agreement. The Employer states that civil service law does not govern the lieutenant provision and that a lieutenant serves at the City Manager’s discretion. The Employer states that it must retain its authority to determine if and how to fill this position.

**Recommendation:** The fact-finder recommends deletion of article 29 from the Sergeants' collective bargaining agreement.

**Rationale:** It is clear that article 29 was inadvertently placed in the Sergeants' collective bargaining agreement. The lieutenant position is not a bargaining unit position. The City should have the discretion to determine how, when and if it wishes to fill a lieutenant position. The parties should not perpetuate what was clearly an error by trying to improve the erroneous provision. The decision to fill or not fill the lieutenant position is within the Employer's discretion.

### **Article 30 (Dispatchers) and Article 32 (Patrol and Sergeants) – Discipline**

#### **Union Position**

The Union proposes to extend the time period for meeting with the City Manager or his designee in the event of a suspension or discharge of a unionized employee from 48 hours to seven days. The Union states that this provision makes sense because it enables the parties to work around lack of party availability. The Union also proposes to prohibit the use of polygraph or voice stress analysis on bargaining unit employees. According to the Union, such tests are not scientifically or judicially accepted nor are they reliable means to assess truth or deception. Remaining changes to the article, substituting OPBA for the FOP, are not controversial.

#### **Employer Position**

The Employer objects to the change in time for meeting regarding a suspension or discharge because it believes such a change is not justified. The Employer asserts that because the Union proffered no evidence to support the need for a change, a change should not be ordered. In addition, the Employer opposes the change because it might prove costly –

employees facing suspension or discharge are placed on administrative leave with pay pending the outcome of the disciplinary process.

The Employer also objects to the language regarding polygraph and voice stress analysis testing because the Union offered no evidence that the Employer used or contemplated the use of such tools. Because no present issue regarding use of these tests exists, the Employer does not believe the proposed language changes are justified.

**Recommendation:** No change to these provisions.

**Rationale:**

The Union did not offer evidence suggesting any difficulty scheduling disciplinary meetings. Until the Union can identify a difficulty with scheduling, changing this provision does not make sense. The Union's evidence supporting prohibition of the polygraph and voice stress analysis testing is weak. The Union submitted a 1995 study conducted in Michigan as support for prohibiting the testing. In the absence of a problem with the Employer's use of the testing, and in light of this weak support for prohibition, I recommend against language prohibiting the use of such testing.

**Proposed New Article – Tuition Reimbursement**

**Union Position**

The Union proposes identical tuition reimbursement articles for each agreement. The Union wants the Employer to provide reimbursement of up to \$1,750.00 per calendar year for successful completion of certain college courses. The Union hopes to encourage its members to obtain higher education because education improves the officers' quality of service to the community.

### **Employer Position**

The Employer objects to this provision because it does not impose a cap on the amount an employee can receive or limits on what the Employer would have to pay. Moreover, the Employer objects to potential additional costs during difficult economic times.

**Recommendation:** No new article.

### **Rationale:**

The fact-finder does not recommend the new article on tuition reimbursement because it may prove to be costly and the City cannot afford additional costs at the present time. While education is a laudable goal, risking the imposition of additional costs in a perilous economic climate seems unwise.

### **Article 35 (Dispatchers) and Article 38 (Patrol and Sergeants): Duration**

#### **Union Position**

The Union proposes a three year agreement effective June 1, 2010 to May 31, 2013 for Dispatchers and September 1, 2010 through August 31, 2013 for Patrol Officers and Sergeants. The Union states that a three year term is the norm for police units.

#### **Employer Position**

The Employer proposes a three year agreement with a wage reopener that would be effective from January 1, 2011 until December 31, 2013.

**Recommendation:** The fact-finder recommends that the agreements be effective from January 1, 2011 to December 31, 2013, but retroactive for purposes of wages to June 1, 2010 for Dispatchers and September 1, 2010 for Patrol Officers and Sergeants. This recommendation is modified by the recommendation that the parties have a wage reopener for the calendar year 2013. The parties agreed to a waiver of ORC 4117.14(G)(11).

This concludes the fact-finder's report and recommendations.



Sarah Rudolph Cole, Fact-finder

Columbus, Ohio  
July 5, 2011

**CERTIFICATE OF SERVICE**

The foregoing document has been served by email to Marc Fishel, [mfishel@downesfishel.com](mailto:mfishel@downesfishel.com), Mark Volcheck, [markvolcheck@sbcglobal.net](mailto:markvolcheck@sbcglobal.net), and the State Employment Relations Board, [Mary.Laurent@serb.state.oh.us](mailto:Mary.Laurent@serb.state.oh.us), on the 5th day of July 2011.

  
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Sarah Rudolph Cole