

SUBMISSION

The Parties in the present negotiation have had an ongoing collective bargaining relationship culminating in an Agreement that became effective on January 1, 2008 and obtained through December 31, 2010. Mutually agreeing to an extension of the statutory deadlines, the Parties met in negotiations toward a successor contract on several occasions prior to reaching impasse on the issues enumerated below.

Having reached impasse, the Parties requested that the Fact-finder undertake mediation of the unresolved issues, and accordingly mediation was conducted between the Parties on May 3, 2011. Mediation having failed to resolve the issues at impasse, an evidentiary hearing was convened on May 3rd subsequent to the conclusion of mediation, and was continued on July 12, 2011. At hearing, the Parties were afforded an opportunity to present evidence and testimony, and to cross examine witnesses. The matter was declared closed as of the date of hearing.

ISSUES AT IMPASSE

The Parties identified and presented the following issues as unresolved:

1. **Article 18** - **Group Benefit Plans**
2. **Article 20** - **Holidays**
3. **Article 21** - **Vacations**
4. **Article 24** - **Pay Grades and Wages**
5. **Article 26** - **Officer in Charge Premium**
6. **Article 27** - **Disability Pay**
7. **Article 28** - **Duration**

TENTATIVE AGREEMENTS OF THE PARTIES

Prior to Fact-finding, the Parties reached tentative agreement on the following issues:

STATUTORY CONSIDERATIONS

In weighing the positions presented by the Parties, the Fact-finder was guided by the considerations enumerated in OAC 4117-9-05(K), *et seq*, specifically:

- 4117-9-05(K)(1)** Past Collectively bargained agreements, if any, between the parties;
- 4117-9-05(K)(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;
- 4117-9-05(K)(3)** The interests 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;
- 4117-9-05(K)(4)** The lawful authority of the public employer;
- 4117-9-05(K)(5)** Any stipulations of the parties;
- 4117-9-05(K)(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.

BACKGROUND AND STATUTORY CONSIDERATIONS

Bainbridge Township (Township or Employer) is located some twenty-five miles southeast of Cleveland in Geauga County. Police protection for the Township's approximately 11,000 residents is provided by 18 full-time police officers. According to the Township's website, the Bainbridge Police Department receives some 8,000 calls annually and effects approximately 300 arrests. The Township's 12 Patrol Officers are represented by the Fraternal Order of Police Lodge 67 (Union or FOP), while its four Sergeants are represented by the Ohio Patrolmen's Benevolent Association. The Township's Chief and Deputy Chief are unrepresented. The Employer and the FOP relate under the terms of a collective bargaining agreement that took effect on January 1, 2008 and obtained through

December 31, 2010 (Agreement).

As with other Ohio Townships, the Employer has no authority to tax personal income. Property tax revenues amount to approximately 33% of the Township's General Fund revenues, with additional revenues from local fees and services, inheritance and other miscellaneous taxes, as well as funds from the State of Ohio. State funds are likely to be greatly reduced or eliminated in the future. Year-end carryover balances in the Employer's General Fund increased from \$5,694,000 on January 1st of 2008 to \$6,623,000 on January 1st, 2009, but decreased by \$834,000 to \$5,789,000 on the 1st of January, 2010, and further decreased to \$5,270,000 at the beginning of 2011. The 2011 carryover represents a reserve equal to 211% of the Township's annual budgeted expenditures.

The operations of the Township's Police Department are funded through a 1.25 mill levy, passed in 2007, with limited and irregular subsidization from General Fund monies. Revenue from the Police Levy was some \$2,943,000 in fiscal 2010, as against Department expenditures of \$2,716,000. The Police District Levy Fund closed 2010 with a balance of some \$1,594,000, representing a reserve of approximately 58%. The Employer maintains that austerity measures will permit the Police Levy to extend until 2014.

The Employer presents Chester, Copely, Madison, Russell and Sagamore Hills Townships as the most appropriate peer communities with which to compare the Township. In addition, the Employer suggests the Cities of Beachwood, South Euclid, Lyndhurst and Solon as comparable, although it urges the Fact-finder to note that Ohio cities enjoy income tax revenues not available to townships. Analysis of the Employer's suggested comparables indicates that Bainbridge Township – with an annual wage for top officers of \$68,297 and an average annual wage of \$63,719 – is well above the \$56,482 average of the other four townships, according to the Employer's data; and only slightly below the \$69,882 average paid by the cities cited by the Township.

The FOP submits a SERB Benchmark Report, containing some 25 cities, townships and authorities in the Cleveland metropolitan area. The Report indicates an average annual wage of \$61,230 for area police officers. Additionally, the Union submits a comparison of 2011 salaries for contiguous communities, including township, city and county police departments. The FOP's data indicates an average total top salary of \$67,357, which the Union compares with what it asserts is Bainbridge Township's \$60,916.

In addition to wage comparisons, both Parties submit comparisons of employee health insurance. That presented by the Employer is based on private sector data, and indicates an average monthly worker contribution of \$333 for family coverage in 2010, and an average monthly premium of \$75 for single workers. The average annual worker premium contribution for 2010 was \$3,997, with an employer contribution of \$9,773. Thus, according to the Township's data, workers in the private sector paid approximately 29% of health care premium costs. By contrast, the benefits comparison submitted by the FOP for area public sector employers indicates employee participation rates ranging from no contribution to 25%, with the majority of employees paying around 10% of premium costs and/or caps of up to \$80 per month for family coverage.

Internally, the wages of unrepresented Township employees, including the Chief of Police, were frozen for 2011, as some had been since 2008, and the Township asserts its expectation that the rates will remain frozen in 2012 for non-bargaining unit workers. The Township's Road Department employees, represented by Teamster's Local 436, accepted wage freezes in 2010 and 2011.

The Township does not assert an inability to finance the wage and benefits sought by the FOP, but maintains that the uncertain economic future mandates austerity in its budget and that its proposals reflect that necessity. The FOP contends that the Township's healthy reserves in both its General and Police funds place it in a stable financial position, and that it is accordingly able to meet the wage and other demands that comparison with peer police departments might warrant.

There was no persuasive evidence that the Employer is unable to attract and retain qualified police officers, or that the demands of either Party, if recommended, would appreciably affect the safety and welfare of Bainbridge Township residents. However, the Fact-finder is mindful of the State's current political climate with regard to issues of public sector collective bargaining. In part, those issues are predicated – rightly or wrongly – on a perception that public employees enjoy overly generous wages and benefits in a time when many Ohio citizens face long-term unemployment and underemployment.

Finally, the Fact-finder takes note that the Consumer Price Index for all items for Urban consumers (CPI-U) was 3.8% for the period August 2010 through August 2011.

FINDINGS AND RECOMMENDATIONS

Article 18 - Group Benefit Plans

Current Contract Language:

Section 1. *During the term of the Agreement, the Township shall maintain benefit plans which provide the following group health insurance benefits: major medical/hospitalization; dental; life insurance; and short term disability. (The major medical/hospitalization benefits may be provided through an optional HMO or PPO.) Patrol officers covered by this Agreement shall be covered under the same group insurance plans that the Township makes available to non-bargaining unit employees of the Township. Upon notice and discussion with the FOP, the Township may change the providers of these group insurance plans and/or the benefits provided under the plans as long as similar coverage is provided. Patrol officers covered by this Agreement shall be eligible to participate in Section 125 Premium Only Payment Plan authorized by the Township Trustees, which allows employee contributions toward premiums to be on a pre-tax basis.*

Section 2. *Each full-time employee shall contribute to the premium costs for major medical/hospitalization benefits on a monthly basis, in accordance with the following cost-sharing formula:*

90% of monthly premium costs paid by the Township

10% of monthly premium costs paid by the Employee

Section 3. *The Township will provide Short-Term Disability Benefits for each full-time employee under a group accident and sickness insurance policy. Short-Term Disability Benefits will begin after an employee is off work for two (2) weeks due to non-work related injury or illness, provided that he satisfies all of the eligibility requirements set forth in the insurance policy. Eligible employees shall receive weekly disability benefits equal to 60% of the employee's gross weekly income, for a maximum period of 52 weeks.*

Union Proposal:

With regard to Section 1 of Article 18, the FOP proposes amendment of language currently requiring benefits under Health Maintenance Organizations (HMOs) or Preferred Provider Organizations (PPOs) to provide for medical/hospitalization benefits to employees only through either a Health Savings Account (HSA) or a Health Reimbursement Account (HRA). The Union also proposes language in Section 1 to eliminate language allowing the Township to change health insurance plans following "notice and discussion" with the FOP as long as the new plan provides similar coverage. Finally in Section 1, the Union proposes language memorializing the current Township

policy of paying 90% of deductibles associated with either an HSA or HRA, with individual employees to pay the remaining 10%.

In Section 2, the Union proposes that the Employer continue to pay 90% of monthly premium costs, while FOP members pay 10% of premium, with employee contributions to be made on a pre-tax basis.

The FOP submits a new provision at Section 4, memorializing and continuing through 2013 the present *ad hoc* health care committee to review health care benefit plans offered to Township employees. As proposed by the Union, the Committee would comprise Township representatives, as well as members of both the represented and non-represented Township workers. Notwithstanding the Committee, Township Trustees would retain full discretion as to the benefit plan provided employees under the FOP's language.

Township Proposal:

The Employer proposes changes to Section 1 of Article 18 that would modify the current contract language to provide for major medical/hospitalization benefits to be provided through an HSA or HRA, in addition to offering the present HMO or PPO plans as options. Further, the Township proposes elimination of the current contract language concerning its right to change providers or benefit plans offered, as long as similar coverage is maintained. In lieu of the current language, the Employer proposes that any unilateral changes or modifications in benefit plans, providers or effective plan year dates, benefit levels, deductibles, coinsurance or employee premium participation be incorporated in the Agreement.

The Employer proposes to maintain employee deductibles and HRA contributions at the current levels for the 2011-2012 Plan Year.

Effective on January 1, 2012, under the Employer's proposal, the Township premium contribution would be reduced to 80%, and the premium paid by bargaining unit members would be increased to 20%.

As does the Union, the Employer proposes language, inserted as a new Section 4, that would retain the composition of the present *ad hoc* Health Care Committee, and provide for Committee recommendations, subject to final authority and discretion vested in the Township.

Discussion and Recommendation:

Under circumstances in which fluctuating health care premium rates are likely during the course of the successor Agreement, the Section 1 Benefit Plan proposals proffered by both Parties here would seem to limit available health care options, although in different ways. The Union proposes to eliminate HMOs and PPOs altogether, in favor of HSAs or HRAs, and proposes that the current practice of apportioning deductibles on the basis of 90% being assumed by the Employer and 10% to bargaining unit members be memorialized. While the Township would add HSAs and HRAs as available providers, it would strike discussions with the FOP prior to changing providers or obtaining similar plans, and would automatically incorporate such changes in providers, plans or effective plan dates into the Agreement.

Permitting the *ad hoc* health care committee – and/or bargaining unit members – the option of obtaining health insurance through a range of schemes seems reasonable and is accordingly recommended. Likewise, the Union’s proposal to memorialize the Township’s offer to continue to contribute 90% of the prohibitively high but premium-reducing deductibles is recommended.

However, while the Employer’s submission allowing the Employer to change plans or providers is reasonable in the current health insurance climate, its submission eliminating the requirement that any such plan be “similar” is not supportable. First, Parties have a reliance interest in the benefits they have bargained. To permit the unilateral change of fundamental terms and conditions of a negotiated agreement – notwithstanding the potential savings to be derived from such an action – is to render meaningless the basic assumptions on which agreement was reached. Moreover, under the language proposed by the Parties, the *ad hoc* Health Care Committee has no power or authority to maintain the benefit value of any health care plan the Township may wish to provide. Accordingly, it is recommended that current contract language with regard to similar coverage be maintained.

In Section 2 of Article 18 the Union seeks to maintain the current contractual premium apportionment of 90% of such costs paid by the Township and 10% assumed by employees. The Township demands pre-tax employee contributions of 20%, with 80% assumed by the Employer.

Increased employee participation in health care costs in the public sector may be regrettable but inevitable. Indeed, much of the impetus for reformation of Ohio's collective bargaining laws derives from perceived notions – again, whether true or not - of public employees enjoying Cadillac health care benefits at taxpayer expense and little or no cost to employees.

Nonetheless, an increase in the cost of health care to bargaining unit members of an additional 10%, as proposed by the Township, represents a substantial – if indirect - reduction in overall compensation. No demonstration was made by the Employer to compel the increase sought by the Township. The Employer's comparison with health care premium contributions by workers in the private sector is inapt; the cost of health care, and the total absence or under-coverage thereof for some 50 million Americans, makes such comparisons uncomfortably indicative of a "race to the bottom". Additionally, it is difficult to determine what concessions over the course of the Parties' negotiating history might have resulted in the existing language of Section 2. Accordingly, the recommendation is for current contract language.

New language at Section 4 of Article 18, establishing the *ad hoc* Health Care Committee through plan years 2012 and 2013 is proposed by both Parties, the only difference being in the plan years proposed. The language presented by the Union is accordingly recommended.

Article 18 - Group Benefit Plans

Section 1. *During the term of the Agreement, the Township shall maintain benefit plans which provide the following group health insurance benefits: major medical/hospitalization; dental; life insurance; and short term disability. (The major medical/hospitalization benefits may be provided through an **HAS or HRA or through an optional HMO or PPO.**) Patrol officers covered by this Agreement shall be covered under the same group insurance plans that the Township makes available to non-bargaining unit employees of the Township. Upon notice and discussion with the FOP, the Township may change the providers of these group insurance plans and/or the benefits provided under the plans as long as similar coverage is provided. Patrol officers covered by this Agreement shall be eligible to participate in Section 125 Premium Only Payment Plan authorized by the Township Trustees, which allows employee contributions toward premiums to be on a pre-tax basis. **During the term of this Agreement the deductibles associated with either the HSA or HRA shall be apportioned ninety (90) percent to the Township and ten (10) percent to FOP members.***

Section 2. *Current contract language.*

Section 4. *For plan years 2012 and 2103 the Township shall continue to utilize an ad hoc health care committee consisting of representatives of the Township and of representatives of the Township's bargained for and non-bargained for employees, which shall review the group health care benefit plans made available to Township employees. The committee may recommend to the Township any benefit changes designed to contain health care benefit costs, but the Township retains full discretion and authority to determine the benefit plans made available to Township employees.*

Article 20 - Holidays

Current Contract Language:

Section 3. *Each full-time employee who does not work on a Holiday shall receive eight (8) hours of pay at the employee's base hourly rate at the time of the Holiday for each Holiday. An employee who works on a Holiday shall be paid straight-time for hours worked on the Holiday, but shall receive an additional paid day off at a future date mutually agreed between the employee and the Chief.*

Union Proposal:

The FOP seeks institution of time and one-half premium pay for bargaining unit members required to work on Thanksgiving Day, Christmas Day or New Year's Day.

Township Proposal:

The Employer rejects the Union's proposal, and urges that the current contract provision be retained.

Discussion and Recommendation:

Some, but certainly not all, jurisdictions offer premium pay to safety forces and others required to work on what are traditional family holidays. At present, the members of the instant bargaining unit required to work on contractually enumerated holidays receive an alternative day off. In consideration of present economic – and indeed, political - circumstances, it is inadvisable to recommend an additional benefit. Consequently, the Union's proposal is not recommended and current contract language will be retained.

Article 21 - Vacations

Current Contract Language:

Section 1. *Effective January 1, 2003, each full-time employee will earn vacation time off in accordance with the following schedule:*

<i>After one (1) year of continuous service</i>	<i>10 days</i>
<i>After one (1) year of continuous service</i>	<i>10 days</i>
<i>After five (5) years of continuous service</i>	<i>15 days</i>
<i>After ten (10) years of continuous service</i>	<i>20 days</i>
<i>After twenty (20) years of continuous service</i>	<i>25 days</i>
<i>After twenty-five (25) years of continuous service</i>	<i>30 days</i>

No employee will be entitled to vacation leave under any circumstances until he has completed one (1) year of employment with the Township. Continuous service shall be defined as uninterrupted full-time employment (minimum 30 hours per week average on a yearly basis), provided that Sick Leave or other leave of absence authorized by the Township shall not be considered an interruption of employment. Vacation leave is earned while on vacation or Sick Leave, but is not accrued through accumulation of paid overtime.

Township Proposal:

The Employer proposes institution of a two-tiered vacation schedule, providing that all employees hired after January 1, 2011 receive twenty days of vacation after 12 years of employment, and thirty days after thirty years of continuous service with the Township.

Union Proposal:

The Union rejects the Employer’s proposal, and urges retention of current contract provisions.

Discussion and Recommendation:

There being limited rationale for institution of the two-tiered system sought by the Township, as well as the potential for such split systems to generate ill feelings and resentment among employees, the Employer’s proposal to amend Article 21 cannot be recommended, and current contract language will be maintained.

Article 24 - Pay Grades and Wages

Current Contract Language:

Section 2. *Each employee hired on or before August 1, 2002, shall receive a “General Wage Increase” on the following dates:*
Effective January 1, 2008- 3.0% General Wage Increase
Effective January 1, 2009- 3.5% General Wage Increase
Effective January 1, 2010- 3.5% General Wage Increase

The General Wage Increases shall be made effective beginning on the first payroll

week after January 1 of each year.

Union Proposal:

The FOP proposes a 2% general wage increase retroactive to January 1, 2011; a 2.5% increase on January 1, 2012; and a 2.5% increase on January 1, 2013.

Township Proposal:

The Employer proposes a 1% general wage increase to begin on January 1, 2011.

Discussion and Recommendation:

The Township wishes to limit general wage increases for Police Patrol Officers to 1% over the length of a two year Agreement, with no increase during the first contract year. The total increase sought by the Union is 7% over the course of its proposed three year Agreement, with 2% retroactive to January 1, 2011. While the total sought by the FOP is beyond an amount prudent in the current economic and political climate or justified by comparison with prevailing wage and benefit rates, the 1% offered by the Township is insufficient to offset cost of living increases, which at this writing approach 3.8% annually for all items in the CPI-U.

As discussed in the Background and Statutory Considerations Section above, the Township finances have been prudently and conservatively husbanded; it is certainly well able to finance the wage increases sought by the Union. However, neither do the data support the substantial increases proposed by the FOP; bargaining unit members obtained a 3% increase in 2008, a 3.5% increase in 2009, and an additional 3.5% in 2010. The inadvisability of significant increases in bargaining unit wages is particularly true in a time in which other Township employees continue to experience wage freezes.

Accordingly, the recommendation is for no wage increase in 2011; a 2% increase commencing January 1st, 2012; and a re-opening of negotiations regarding wages and health care in 2013, pursuant to the recommended provisions of Section 28(a).

Article 26 - Officer in Charge Premium

Current Contract Language:

The Chief shall designate an Officer in Charge (OIC) during any hours on a shift for which no supervisory employee is working. The Chief will consider all interested employees in making such assignments and will consider the seniority, abilities and

demonstrated leadership of the officers on the shift in making such designations. The designated OIC on an eligible shift shall be indicated on the normal work schedule. An officer who is designated as the OIC for a particular shift shall be paid an additional \$1.00 per hour for the hours actually worked as the designated OIC. An employee who is designated as OIC shall be responsible to direct and instruct other patrol officers working on the shift, and shall be responsible to insure adherence to Departmental rules, regulations, policies and procedures and to report violations of same, but shall not be authorized to issue discipline or to perform other supervisory duties.

Union Proposal:

The FOP proposes to increase the Officer in Charge (OIC) premium from the current \$1.00 per hour worked in the designation to \$3.00 per hour.

Township Proposal:

The Township urges that Article 26 and the Officer in Charge premium contained therein be deleted in its entirety.

Discussion and Recommendation:

Evidence indicates that circumstances may require bargaining unit members to assume responsibilities related to coordination and supervision of patrol officers beyond the normal duties of the patrol function. The existing language of Article 26 anticipates such eventualities, and provides for reasonable identification and designation of officers qualified by experience, leadership and desire to fill such roles. As currently conceived, Article 26 also compensates such OICs designated by the Chief at the rate of an additional \$1.00 per hour. Elimination of Article 26 in its entirety, as urged by the Township, would result in either a void in leadership when supervisors are absent, or bargaining unit members asked to assume additional responsibilities and duties without compensation. Therefore, the Township's demand for elimination of the provision would seem contrary to effective delivery of safety services to the people of Bainbridge Township. It cannot be recommended.

However, neither is there persuasive evidence supportive of the FOP's proposal to treble the premium paid patrol officers filling in as OIC. Accordingly, retention of the current contract provision is recommended.

Article 28 - Disability Pay

New Contract Provision:

Union Proposal:

The FOP proposes a new article providing for disability leave in cases of service related disabilities.

Section 1. *An employee who is disabled as a result of the performance of his duties within the scope of his employment as a full-time employee of the Township, if such disability prevents him from performing his duties, shall be paid his regular compensation during the continuance of such service related disability, but for a period not to exceed ninety (90) calendar days or less. The Township may approve, in its sole discretion, additional disability leaves for a period of ninety (90) calendar days or less. During such disability leave, compensation shall be paid in accordance with this section whether or not the regular employee has accumulated sick leave. In the event accumulated sick leave is available, however, and a service related disability within the meaning of this paragraph is incurred, the first thirty-six (36) hours of accumulated sick leave is available, the existing sick leave credit then available shall be charged, and any remaining service related disability leave shall be charged to disability leave. In no event will an employee receive more than his regular compensation while on disability leave.*

Section 2. *A certificate of the attending physician or surgeon certifying to the service related disability and the cause thereof shall be filed with the Chief or his designee before the last day of each two (2) weeks in which such disability occurred or continues. An employee receiving disability leave must, as a condition thereof, submit to a physical or physicals by a physician or surgeon chosen by the Township at any time.*

Section 3. *In the event an employee is dissatisfied with a determination of the Chief or his designee based on the Township's medical examination, the employee may submit the question to the Grievance Procedure.*

Township Proposal:

The Employer rejects the FOP's submission, and urges the Fact-finder not to recommend the disability pay provision.

Discussion and Recommendation:

It would seem altogether reasonable that Township Patrol Officers disabled in the scope of their employment be afforded reasonable leave to recover. However, the FOP's language would seem to require that the first thirty-six hours of absence due to a service-related disability would be assessed to the employee's accrued sick leave, if available. As it is conceivable that many injuries suffered on the job would require no more than

thirty-six hours for recovery, the advantage to bargaining unit members is nebulous. Moreover, no evidence was presented to indicate that current recovery options are inadequate. Consequently, the FOP's propose cannot be recommended at this time.

Article 28 - Duration

Current Contract Language:

This Agreement shall remain in full force and effect from January 1, 2008 until December 31, 2010, and thereafter from year-to-year, unless notice of an intent to terminate or modify this Agreement is served by one party upon the other as provided in Section 4117.14 of the Ohio Revised Code.

Union Proposal:

The Union proposes a three year Agreement.

Township Proposal:

The Township proposes a two year Agreement.

Discussion and Recommendation:

The collective bargaining process is inherently resource intensive for both unions and employers. Consequently, labor agreements of three years are the norm in the public sector in order that both Parties are spared the expense - and sometimes disruption of normally cordial relations – deriving from more frequent negotiations.

However, in times of economic uncertainty more and more parties are proposing and agreeing to collective bargaining agreements of less than the customary three years; some to terms of a single year. While requiring frequent or even continuous negotiations, such a strategy affords parties the opportunity to assess improvements or declines in economic conditions and to bargain accordingly.

An alternative and often more beneficial route is to join in a three year collective bargaining agreement, with a provision for re-opening negotiations regarding economic issues at some time during the term of the Agreement. This allows for most of the advantages of a three year contract, i.e., less frequent and costly negotiation of the entire Agreement, together with an atmosphere more conducive to cordial labor relations. For these reasons, a three year Agreement, with language providing for re-opening of negotiations with regard to wage and health care issues is recommended.

(a) This Agreement shall remain in full force and effect from January 1, 2008 2011, until December 31, 2010 2013, and thereafter from year-to-year, unless notice of an intent to terminate or modify this Agreement is served by one party upon the other as provided in Section 4117.14 of the Ohio Revised Code.

(b) Notwithstanding Section 28(a), the Parties agree that during the period of December 1, 2012, through January 1, 2013, either party may reopen the agreement for the sole purpose of negotiating modifications to wages provided under Article 24, above, as well as health care benefits provided under Article 18, Group Benefit Plans. The party initiating the re-opener shall serve a written notice to the State Employment Relations Board (SERB) with a certified copy to the other party.

