

STATE EMPLOYMENT
RELATIONS BOARD

2008 AUG 18 A 9:56

CONCILIATION AWARD

STATE OF OHIO

STATE EMPLOYMENT RELATIONS BOARD

August 14, 2008

In the Matter of:

Office of the Huron County
Sheriff

and

Ohio Patrolmen's Benevolent
Association [OPBA]

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SERB Case No. 07-MED-04-0559

SERB Case No. 07-MED-04-0560

SERB Case No. 07-MED-04-0561

SERB Case No. 07-MED-04-0562

Conciliator: Raymond J. Navarre

APPEARANCES

For the Employer:

Jeremy D. Iosue, President, Dylan, Iosue and Associates, LLC
Dick Sutherland Sheriff
Mike Edelman, County Commissioner (joined while the conciliation was in session)
Sue Bommer, Human Resources

For the Union:

Justin D. Burnard, Allotta, Farley & Widman Co., LPA
Annette McLaughlin – Command
Todd Corrin- Road
Ted Patrick – Command
Kim Howell – Corrections
Dora R. Goodin - Dispatch

Conciliator:

Raymond J. Navarre

The hearing was held at the Huron County EMA Building, 255 Shady Lane Dr., Norwalk, Ohio on July 23, 2008. The meeting started at approximately 10AM.

BACKGROUND

The employer is the Office of the Huron County Sheriff, city of Norwalk, Ohio and referred to as the “Employer”. The union is the Ohio Patrolmen’s Benevolent Association and referred to as the “Union”.

The parties agreed to multi-unit bargaining for the four Agreements involved.

These Agreements cover the following units.

Case No. 07-MED-04-0559 - consists of Captains, Lieutenants, Sergeants, and Dispatch Sergeants – approximately ten in number [Command].

Case No. 07-MED-04-0560 – consists of Patrol Officers, Corporals, and Juvenile Investigator/Process Servers – approximately ten in number [Road].

Case No. 07-MED-04-0561 – consists of Dispatchers and Jail Assistance Officers – approximately six in number [Dispatch].

Case No. 07-MED-04-0562 – consists of Corrections Officers and Corrections Corporals – twenty-seven to thirty in number [Corrections].

Background continued

The Fact Finding Report covering SERB Cases 07-MED-04-0559, 07-MED-04-0560, 07-MED-04-0561, and 07-MED-04-0562 was rejected and the cases were assigned to Conciliation.

The Conciliator asked the participants to acknowledge that what they would say would be the truth. All acknowledged, but it is to be noted that the County Commissioner, Mike Edelman was not present at that time. However, in his remarks later, he noted that he was and would be telling the truth.

At the beginning of the Conciliation, the Conciliator presented a list of what he understood to be the unresolved issues. After discussion and corrections, the following list was agreed upon.

Ohio Patrolmen's Benevolent Association and Office of the Huron County Sheriff Hearing July 23, agreed upon by both parties at beginning of hearing

UNRESOLVED ISSUES

OPBA and Huron Co. Sheriff

All Units

Vacations Article 16 - accepted at the start of the Conciliation
Holidays Article 15 – accepted at the start of the Conciliation
Insurance (Health) Article 22
Sick Leave/Bereavement Article 29

Command Unit

Wages and Compensation Article 24 (Includes Longevity)
Shift Bidding Article 29

Corrections Unit

Shift Exchange Article 20
Wages and Compensation Article 24 (Includes Longevity)
Permanent Shift Schedule Article 29 - Replacement Article
Shift Bidding Article 29 New

Road Unit

Wages and Compensation Article 24 (Includes Longevity)
Shift Bidding Article 29 Accepted p.10 Employer's material

Dispatch

Wages and Compensation Article 24 (Includes Longevity)

HOLIDAYS and VACATIONS

At the start of the Conciliation, both parties met briefly to consider some issues and agreed on Article 15, HOLIDAYS and Article 16, VACATIONS.

Holidays and Vacations continued

The wording agreed upon is as follows.

ARTICLE 15
HOLIDAYS

Section 15.5. An employee who works on Thanksgiving Day, Christmas Day, New Year's Day, Independence Day, Labor Day, Memorial Day, Martin Luther King Day, President's Day, Columbus Day, Veteran's Day, shall be entitled to pay at the rate of time and one-half his regular rate of pay for all hours worked on such holiday, provided the employee works the last scheduled day before the holiday and the first scheduled day after the holiday.

Changes are highlighted but all other language shall remain unchanged.

ARTICLE 16
VACATIONS

Section 16.5. Vacation time shall not be carried over from one year to another without the express written authorization of the appointing authority. Any vacation time that is unused within the year granted shall be deemed forfeited unless otherwise approved by the appointing authority.

Should a situation arise where an employee has properly requested and been denied vacation due to operational needs, twice or more in any calendar year, such employee's request for carry over of vacation shall be approved by the Employer. In such cases, an employee may elect to turn in up to forty (40) hours of vacation time for pay, rather than carry over such time. Requests to convert vacation time to pay in these instances must be submitted to the Sheriff by November 15 of the applicable calendar year.

Starting with the three years prior *(to) being eligible for full retirement benefits, an employee may accrue up to three years of vacation accrual without further approval of the Sheriff.

** Added by the Conciliator but may be deleted, if so desired.*

Changes are highlighted and all other language shall remain unchanged.

WAIVER

The Conciliator received the following information concerning a waiver in respect to SERB Cases No. 07-MED-04- 0559, 07-MED-04-0560, 07-MED-04-0561, and 07-MED-04-0562.

Waiver continued

The Employer in the above referenced multi-unit negotiation hereby waives, in part, the provisions of 4117.14(G) (11). Should the parties reach impasse on economic issues, and notice by SERB to proceed to final and binding conciliation is issued after December 31, 2007, the Employer agrees that the Conciliator may award economic issues to be effective during FY 2008.

[Signed Richard P. Gortz, Employer Representative]

The Conciliator checked with both the Union Representative and the Employer Representative and they had agreed to the waiver. The waiver means that the Conciliator's awards that have economic effects may only go back to January 1, 2008. Both representatives verified this.

Having settled two of the unresolved issues as addressed above, the remaining unresolved are listed below.

UNRESOLVED ISSUES

OPBA and Huron Co. Sheriff

All Units

Insurance (Health) Article 22 Issue No.1

Sick Leave/Bereavement Article 29 Issue No.2

Command Unit

Wages and Compensation Article 24 (Includes Longevity Proposal) Issue No.3

Shift Bidding Article 29 Issue No.4

Corrections Unit

Shift Exchange Article 20 Issue No.5

Wages and Compensation Article 24 (Includes Longevity) Issue No.6

Permanent Shift Schedule Article 29 - Replacement Article Issue No.7

Shift Bidding Article 29 New Issue No. 8

Road Unit

Wages and Compensation Article 24 (Includes Longevity) Issue No.9

Shift Bidding Article 29 Accepted p.10 Employer's material Issue No.10

Dispatch

Wages and Compensation Article 24 (Includes Longevity) Issue No.11

The Conciliator is required to resolve the dispute between the parties by selecting on an issue-by-issue basis, from between each of the party's final settlement offers, taking into consideration, the factors outlined in O.R.C. Section 4117.14(G)(7). These considerations are:

Considerations continued

- (1) Past collectively bargained agreements, if any between the parties;
- (2) Comparison of 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, and 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; and,
- (6) Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

As a preamble to the awards made by the Conciliator, he wishes to note that both parties presented facts and documents to support their positions. The Conciliator reviewed these materials. When finalizing an award that pertained to any of this material, the Conciliator further reviewed it. The Conciliator reviewed the Fact Finding Report when pertinent to the considerations. Also, during the hearing material was presented to the Conciliator and this was also used in arriving at awards.

UNRESOLVED ISSUES

ISSUE 1 ARTICLE 22 INSURANCE (All units)

The Employer proposes the medical insurance be the same as the non-bargaining employees. The Employer argues that the bargaining units involved in the Conciliation have effectively been given a "phase in" by being allowed to pay a lower rate than the rest of the County employees for over one year.

The Union proposes a phase-in of the health insurance rate paid by all other employees in the county.

The Conciliator accepts the Employer's position and the implementation shall take effect starting with the first pay period after the Agreements are executed.

Issue 1 continued

AWARD

INSURANCE

Section 22.1 During the term of this Agreement, the Employer shall provide the same or comparable medical insurance programs as those provided to the non-bargaining employees. The new health insurance payments are not to be retroactive but to take place the first pay period after the execution of the Agreements.

The language of **Section 22.2** and **Section 22.3** shall be as in the Current Agreement.

ISSUE 2 ARTICLE 29 SICK LEAVE/BEREAVEMENT (All units)

The Employer proposes that Bereavement Leave be limited to the immediate family. The argument is that in essence the Bereavement Leave as in the Agreement now could be in reality an extra 24 hours of sick time.

The Union proposes the Bereavement Leave be continued as in the Current Agreement.

The Conciliator taking into account the discussions of the Parties and the Fact Finder report, awards the following, with the suggested language. The award covers all units as stated above.

AWARD

Section 22.13. Bereavement Leave. Employees shall be granted twenty four (24) hours of paid Bereavement Leave per year for the death of a member of the employee's immediate family as defined in Section 12.3 B. This leave shall not be counted against the employee's accumulated sick leave and if unused, cannot be carried over from year to year.

ISSUE 3 ARTICLE 24 WAGES and COMPENSATION (Includes Longevity) (Command Unit Only)

WAGES and COMPENSATION

The Employer is offering effective January 1, 2008, that the wage schedule should be increased by three (3%) percent and another two (2%) percent effective July 1, 2008. The parties shall meet starting on or about May 1, 2009 to negotiate only on the rate effective July 1, 2009. Negotiations over wages shall be subject to the provisions of 4117 ORC, including final and binding conciliation.

The Employer's rationale is that the County is in an extremely precarious financial situation. In addition, the Employer states that all other general fund employees, both union and non-union, received two (2%) percent increases for 2007 and 2008.

Issue 3 continued

During the hearing, Commissioner Edelman gave a presentation concerning the financial state of the County. The County's carry over balance has declined 12% from 2007 to 2008, and Sales Tax revenues are down 2.5 % for the same period. Economies have been made by the Sheriff's Office. For example, dispatchers have been reduced from ten dispatchers to five in the Dispatch Unit. Workloads have increased for all employees of the Sheriff Office.

The Command Bargaining unit is asking that a new wage formula be implemented to decrease the gap between ranks. The unit as a whole will receive a three (3%) percent increase January 1, 2008, July 1, 2008, and July 1, 2009. However, the Captains and Lieutenants will receive only two and one-half (2 ½%) percent on January 1, 2008, on July 1, 2008, and on July 1, 2009. The half percent "left over" from the Captains and Lieutenants will be added to the Sergeants' three (3%) percent increase each period of the agreement.

The Command Unit believes that asking for a three (3%) percent increase falls in line with state averages for like employees. Also, it is well within reasonable increase levels. The increases are necessary to help off-set the continuing cost of living increases that affect all of us. The Union is concerned about the widening wage differentials among the employees it represents. The Union says it is inequitable as well as a negative influence on morale. The Captains and Lieutenants have agreed to donate part of their wage increase to help prevent the twenty-two (22%) percent difference in pay between Captains and Sergeants.

The Union further presented comparables and data from SERB to support its position. Also, inflation is running at three (3%) percent per year and the proposed wage increase would not even keep up with inflation.

This is a very difficult situation for both parties involved. The altruistic approach offered by the Union for The Captains and Lieutenants is commendable to say the least. The economic climate is very uncertain now and it appears that it will be for some length of time. The employees, as well, face some difficult economic situations in their lives. In addition, the employees have already lost six months, July 1, 2007 to December 31, 2007 for any pay increase. Also, because of the reopener proposed by the Employer, the employees face the possibility of another loss of six months for any pay increase at that time.

In the contract starting July 1, 2004, the employees agreed to a wage freeze for the first year of the Agreement.

Considering the arguments presented by both parties as well as the discussion of the Fact Finder, where applicable, and the other materials, the Conciliator makes the following award.

AWARD

Section 24.2. Effective January 1, 2008, the employees of the bargaining unit shall receive a three (3%) percent increase in wages, a three (3%) percent increase starting July 1, 2008, and three (3%) percent increase on July 1, 2009.

For this agreement only, Captains and Lieutenants at their request, will receive two and one-half (2 ½%) percent increase on January 1, 2008, on July 1, 2008, and on July 1, 2009. The half (1/2%) left from the three (3 %) percent increases awarded to the Captains and Lieutenants shall be added to the Sergeants' three three (3%) percent on January 1, 2008, on July 1, 2008, and on July 1, 2009.

LONGEVITY

The Employer argues that the current longevity stipend for the Command Unit is the same as for the other county employees and should remain the same. The Union's position is that an increase in longevity will act as an incentive to keep current employees as well as lure prospective employees. The Union feels that longevity is an important benefit for employees that choose to make a career in the Sheriff's Office.

Considering the arguments put forth by the Employer and the Union, the Fact Finder's discussion and recommendation, and the total economics involved in the Conciliation, the Conciliator awards the following.

AWARD

The Conciliator awards the language of the present Agreement in **Section 24.5.**, which follows.

Section 24.5. All employees, after completing their fifth (5th) year of service, shall receive a longevity pay supplement equal to sixty-five (\$65.00) times their years of departmental service to a maximum of two thousand fifteen dollars (\$2,015). Longevity payments shall be made in the final pay period of the calendar year.

ISSUE 4 ARTICLE 29 SHIFT BIDDING (Command Unit only)

The Employer proposes that all employees rotate shifts every three months. Sergeants acting as Shift Commanders will have Thursday and Friday as regular days off. The Employer argues that an Employer must have the ability to mix more experienced employees with trainees and in Corrections have a proper ratio of female to male officers.

The Employer has a concern about permanent shifts in Corrections since they would provide an opportunity for inmates to become familiar with the officers. The Employer has the same concern in respect to Road Patrol. The same opportunities would exist for the officers to become familiar with the public.

Issue 4 continued

The Employer argues that the Union's proposal, next paragraph, makes the filling in for vacation, holiday time off, personal time, sick time and the leaves of absence impossible. The Employer must have the ability to move employees from one shift to another shift for short periods of time to fill in for staff shortages.

The Union proposes that all employees bid on permanent shifts. The Employer may not change an employee's shift without the employee's consent. Court House employees are included in Road Patrol shift bidding.

Considering the material presented by the parties, the Fact Finding report, as well as other material presented, the Conciliator makes the following award.

AWARD

Section 29.1. Employees shall bid shift assignments within their classification, *i.e.* Sergeant, Lieutenant, and Captain for three (3) month increments. The shift bid shall take place twice each calendar year, and bids shall be awarded on the basis of the classification seniority. Employees shall bid for the next successive three (3) three month increment, and no employee shall be permitted to bid the same shift for more than two (2) consecutive three (3) month increments.

ISSUE 5 ARTICLE 20 SHIFT EXCHANGE (Corrections only)

The Employer proposes to retain the article as in the present agreement. The Employer stated that the Union's proposal has been permitted in the past and abused.

The Union proposes that a request to exchange or trade shifts be made on no shorter than a daily basis. The Union states that this allowing of shift exchanging would allow more flexibility in the staff's lives. Also, it could help prevent overtime issues.

The Conciliator considering the arguments of both parties, the Fact Finding report, and other material presented, awards the change as proposed by the Union.

AWARD

Section 20.1. Employees may request to exchange or trade shifts on no shorter than a daily basis. The granting of said shift exchanges shall be subject to the sole discretion of the Employer and shall not cause overtime to be accrued or earned.

ISSUE 6 ARTICLE 24 WAGES and COMPENSATION (Corrections only)

The Employer's position on this item is the same for Corrections as for the other units, except dispatch. The Employer is offering a three (3%) percent increase in wages for the first year, two (2%) percent increase in the second year and a wage reopener in the third year. The argument offered by the Employer is that the county is in a precarious financial situation at this time. Also, the Employer states that union and non-union employees received a two (2%) percent increase in 2007 and 2008.

The Union is asking three (3%) percent each year of the Agreement. The Union further asks that Corporals receive a rate of six (6%) percent above what a five (5) year Correction Officer makes for each defined year.

The Conciliator considering the materials presented by both parties, the material mentioned in the beginning of this document, and the Fact Finding Report, awards the Union's proposal.

AWARD

Effective at the execution of this agreement, and retroactive to January 1, 2008, the employees of this unit shall receive a three (3%) percent increase on January 1, 2008, on July 1, 2008, and July 1, 2009. However, the Jail Corporals shall receive wages that are six (6%) percent above what a five (5) year Correction Officers receives. These wage increases shall take place on January 1, 2008, on July 1, 2008, and on July 1, 2009.

LONGEVITY

The Employer argues that the current longevity stipend for the Command Unit is the same as for the other county employees and should remain the same. The Union's position is that an increase in longevity will act as an incentive to keep current employees as well as lure prospective employees. The Union feels that longevity is an important benefit for employees that choose to make a career in the Sheriff's Office.

Considering the arguments put forth by the Employer and the Union, the Fact Finder's discussion and recommendation, and the total economics involved in the Conciliation, the Conciliator awards the following.

AWARD

The Conciliator awards the language of the present Agreement in **Section 24.5.**, which follows.

Section 24.5. All employees, after completing their fifth (5th) year of service, shall receive a longevity pay supplement equal to sixty-five (\$65.00) times their years of departmental service to a maximum of two thousand fifteen dollars (\$2,015). Longevity payments shall be made in the final pay period of the calendar year.

ISSUE 7 ARTICLE 29 SHIFT ROTATION (Corrections only)

The Union proposes the replacement of the present Article 29, Shift Rotation with new **Article 29** named **Permanent Shift Schedules** and that employees bid on a permanent shift by seniority every six (6) months. Once shifts are established days off will rotate on a schedule mutually agreeable to the Employer and employees with a desired result of allowing each employee some opportunity of weekend days off in the rotation.

The Employer expressed the concern that the proposal would provide more opportunities for the Correction Officers to become more familiar with the inmates. The Union argues that schedules should be based on employees' needs and not hypothetical situations.

The Conciliator considering the materials presented by both parties, the material mentioned in the beginning of this document, and the Fact Finding Report, awards the continuation of Article 29, Shift Rotation in the Current Agreement.

ISSUE 8 ARTICLE 29 (New) SHIFT BIDDING (Corrections only)

The Union proposed that in the New Proposed Article 29, an addition to Article 20, SHIFT EXCHANGE, Section 20.1. be added and included as part of the New Proposed Article 29. This addition would allow the employees to exchange or to trade shifts *on no shorter than a daily basis*.

Since the Conciliator's award above retains **ARTICLE 29, SHIFT ROTATION** as in the Current Agreement and not a new Article 29, the Union's proposal shall be awarded and Article 20 of the Current Agreement be revised to reflect the Union's proposal.

AWARD

ARTICLE 20, SHIFT EXCHANGE, Section 20.1. Employees may request to exchange or trade shifts on no shorter than a daily basis. The granting of said shift exchanges shall be subject to the sole discretion of the Employer and shall not cause overtime to be accrued or earned.

ISSUE 9 ARTICLE 24 WAGES and COMPENSATION (Road unit only)

The Employer's position on this item is the same for the other units, except dispatch. The Employer is offering a three (3%) percent increase in wages on January 1, 2008, two (2%) percent increase on July 1, 2008 and a wage reopener in the third year of the agreement, on July 1, 2009. The argument offered by the Employer is that the county is in a precarious financial situation at this time. Also, the Employer states that union and non-union employees received a two (2%) percent increase in 2007 and 2008.

The Union's position is for a three (3%) percent increase on January 1, 2008, July 1, 2008, and July 1, 2009.

Issue 9 continued

The Conciliator took into account the same material discussed under Wages and Compensation for Command Unit on page 7 and following. Also he took into accounts the discussion of wages and compensation in the other units.

The Conciliator awards the following:

AWARD

Section 24.2. Effective at the execution of this Agreement the employees of this unit shall receive a three (3%) percent increase on January 1, 2008, on July 1, 2008, and on July 1, 2009. The Jail Corporals shall receive wages that are six (6%) percent above what a five (5) year Correction Officers receives. These wage increases shall take place on January 1, 2008, on July 1, 2008, and on July 1, 2009.

LONGEVITY

The Employer argues that the current longevity stipend for the units is the same as for the other county employees and should remain the same.

The Union's position is that an increase in longevity will act as an incentive to keep current employees as well as lure prospective employees. The Union feels that longevity is an important benefit for employees that choose to make a career in the Sheriff's Office.

Considering the arguments put forth by the Employer and the Union, the Fact Finder's discussion and recommendation, the material addressed in the beginning of this report, and the total economics involved in the Conciliation, the Conciliator awards the following.

AWARD

The Conciliator awards the language of the Current Agreement in **Section 24.5.**, which follows.

Section 24.5. All employees, after completing their fifth (5th) year of service, shall receive a longevity pay supplement equal to sixty-five (\$65.00) times their years of departmental service to a maximum of two thousand fifteen dollars (\$2,015). Longevity payments shall be made in the final pay period of the calendar year.

ISSUE 10 ARTICLE 29 SHIFT BIDDING (Road Unit only)

At the Conciliation it was agreed that this article was accepted with the understanding that those serving in court house posts shall be included in the bidding process. Since both parties agreed, the language of Article 29, Section 29.2., shall be as in the Current Agreement with the understanding that those serving in court house posts are included.

Issue 10 continued

Both parties agreed that new section, Section 29.5 be added with the following language.

Section 29.5. (NEW) All non-command road patrol posts including court house posts shall be included in the bidding process and part of the overtime lists pursuant to Article 19 of this Agreement.

**ISSUE 11 ARTICLE 24 WAGES and COMPENSATION (Includes longevity)
(Dispatch only)**

The Employer proposes effective January 1, 2008 the wage schedule for Dispatchers shall be increased by three (3%) percent plus one-half a dollar (\$0.50) per hour, and an additional two (2%) percent plus one-half a dollar (\$0.50) per hour, effective July 1, 2008. The parties shall meet starting on or after May 1, 2009 to negotiate only on the wages effective July 1, 2009. Negotiations over wages shall be subject to the provisions of 4117 ORC, including final and binding conciliation.

The remainder of Section 24 shall remain unchanged.

The Union proposal is that the Dispatch Unit shall receive a one dollar (\$1.00) increase per hour raise for the first year of the Agreement, followed by three (3%) percent raises the two remaining years of the Agreement.

In addition to all the material already presented on wage increases and such, it is worth noting that the Union states that comparing this dispatch unit with other dispatch units in the state, the employees are grossly underpaid.

The representative of the Dispatch Unit spoke at the hearing and presented written material to support her position. The material considered the organizations the unit dispatches, the duties of the dispatchers, and other relevant information.

It was noted that the Dispatch Unit has been reduced from ten to five employees at the present time.

Considering the material on finances, wages and other pertinent information, the Conciliator awards the following.

AWARD

Section 24.2. Effective at the execution of this Agreement and retroactive to January 1, 2008, the employees of this unit shall receive a one dollar (\$1.00) per hour increase. On July 1, 2008, and on July 1, 2009, the employees shall receive a three (3%) percent raise increase.

Issue 11 continued

LONGEVITY

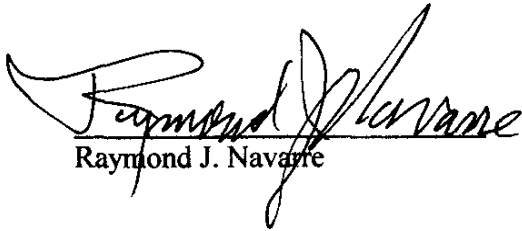
The Employer proposes that the remainder of Article 24 remain unchanged. This means that the Longevity would remain as in the Current Agreement.

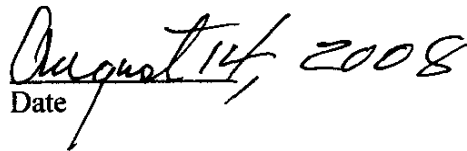
The Union's position is that an increase in the Longevity Stipend will act as an incentive to keep current employees as well as lure prospective employees. The Union feels Longevity is an important benefit for employees that choose to make a career in the Sheriff's Office.

The Conciliator taking into account all the material presented in the hearing, the Fact Finding Report and in particular the economics of all the awards made, awards the language of the Current Agreement.

AWARD

Section 24.5. All employees, after completing their fifth (5th) year of service, shall receive a longevity pay supplement equal to sixty-five (\$65.00) times their years of departmental service to a maximum of two thousand fifteen dollars (\$2,015). Longevity payments shall be made in the final pay period of the calendar year.


Raymond J. Navarre


Date

SERB Cases No. 2007-MED-04-0559

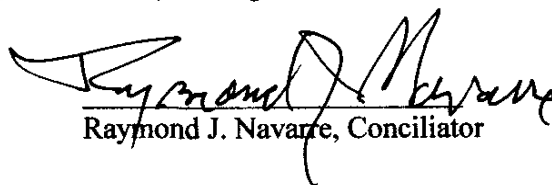
07-MED-04-0560

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07-MED-04-0562

CERTIFICATE OF SERVICE

Originals of the foregoing Conciliation Report and Awards were served by regular mail upon Justin D. Burnard, Ohio Patrolmen's Benevolent Association, Allotta, Farley & Widman Co., L.P.A., 2222 Centennial Road, Toledo, Ohio 43617 and by regular mail upon Jeremy Iosue, President, Dylan, Iosue & Associates, 3401 Enterprise Parkway, Suite 340, Beachwood, Ohio 44122 and upon Edward E. Turner, Administrator, Bureau of Mediation, Ohio State Employment Relations Board, 65 East State St., 12th Floor, Columbus, Ohio 43215-4213, by regular mail, this 14th day of August, 2008.


Raymond J. Navarre, Conciliator