

HAND DELIVERED

STATE EMPLOYMENT
RELATIONS BOARD

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD 2007 FEB -9 A 10:33

In The Matter Of Fact-Finding : SERB Case Numbers: 06-MED-09-1005
 : 06-MED-09-1006
 Between The : 06-MED-09-1007
 :
 CITY OF READING, OHIO, :
 :
 Employer, : Date of Hearing: January 26, 2007
 :
 And The :
 :
 FRATERNAL ORDER OF POLICE, :
 OHIO LABOR COUNCIL, INC., :
 :
 Union : Howard D. Silver
 : Fact Finder

REPORT AND RECOMMENDATION OF FACT FINDER

APPEARANCES

For: City of Reading, Ohio, Employer

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For: Fraternal Order of Police, Ohio Labor Council, Inc.,
Union

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This matter came on for fact-finding on January 26, 2007 at 10:00 a.m. within the caucus room of the city of Reading Municipal Building, 1000 Market Street, Reading, Ohio 45125. Both parties were afforded a full and fair opportunity to present evidence and

arguments in support of their positions. All steps required to move this process to fact-finding have been carried out by the parties. The fact-finding hearing convened on January 26, 2007 concluded at 1:40 p.m., and the record of the hearing was closed at that time.

This matter proceeds under the authority of Ohio Revised Code section 4117.14 and in accordance with Ohio Administrative Code section 4117-9-05. This matter is properly before the fact finder for review and recommendation.

BACKGROUND

The political subdivision now known as the city of Reading, Ohio dates to a community founded in 1794. This community was incorporated in 1851 and became a city in 1931.

The city of Reading, Ohio has a population of about 11,000 residents. The city of Reading is led by a Mayor and a City Council, and operates through a variety of city departments, including departments that provide police, fire, and emergency medical services. The city of Reading also operates through a City Treasurer and a City Auditor.

The city of Reading Police Department is led by a chief of police and staffed by five lieutenants, thirteen police officers, and four dispatchers.

The parties to this proceeding were parties to a collective bargaining agreement in effect from January 1, 2004 through December 31, 2006. It is the formation of a successor collective

bargaining agreement that has given rise to this fact-finding proceeding.

The collective bargaining agreement between the parties now being formulated includes three units: unit A comprised of permanent full-time dispatchers and clerks; unit B comprised of permanent full-time patrolmen; and unit C comprised of permanent full-time lieutenants. Because unit A, containing the dispatchers and clerks, and unit C, the unit containing lieutenants, calculate their respective pay schedules upon the pay schedule agreed for the permanent full-time patrolmen contained within unit B, and as the factors to be considered in this proceeding apply equally to each of the units presented within Article 2 of the parties' collective bargaining agreement, the fact finder will address the patrolmen's wages and will recommend, based on the wages recommended for the patrolmen, the wages for dispatchers/clerks and lieutenants.

Two issues were definitively agreed at the fact-finding hearing, those being Article 21, Clothing and Equipment Allowance; and Article 31, Duration. The fact finder understands that Article 21, Clothing and Equipment Allowance, is to be increased by \$150 in each of the allowance amounts expressed within this Article except the promotional \$100 allowance; and the duration of the successor Agreement shall be retroactive to January 1, 2007 and shall expire, subject to renewal, on December 31, 2009. The fact finder understands that the retroactivity agreed by the parties to be for all purposes, including wages.

The sole issue separating the parties from a successor Agreement is the wage increase to be paid to lieutenants, patrolmen, and clerks/dispatchers from January, 2007 through December 31, 2009. The city proposes a two percent annual wage increase beginning with the first full pay period in January, 2007, with two percent annual wage increases occurring at the beginning of the first full pay period in January, 2008 and the first full pay period in January, 2009. It is the Employer's position that these wage increases are appropriate based on the Employer's ability to fund annual wage increases from 2007 through 2009, and based on the level of pay and benefits now paid to these bargaining unit members.

The Union proposes annual wage increases of 5.5 percent, beginning with the first full pay period in January, 2007, followed by annual wage increases beginning with the first full pay periods in January, 2008 and January, 2009. It is the Union's position that the city's ability to fund a wage increase greater than two percent has been greatly strengthened by a 33.3 percent increase in the city's earnings (income) tax. This increase was approved by city of Reading voters in 2006 and will generate about 1.3 million dollars in increased annual revenue for the city. The city of Reading's annual operating budget is about 7.5 million dollars. About five percent of the city of Reading's income tax revenues must be devoted to infrastructure improvement such as street repairs, with the remaining ninety-five percent available to the city for use in

the operation of the city, including operations funded through the city's General Fund.

The financial condition of the city of Reading from 1991 through 2006 fluctuated from a high in revenue in 1991 amounting to \$5,993,990, to a low in revenue in 1992 of \$3,245,000. City revenues bounded back up to \$5,577,000 in 1993; and then fell to \$3,800,000 in 1994. The city's revenue figures from 1994 through 2003 fluctuate between a low of \$3,308,022 to a high of \$4,085,000. The 2003 budget was about \$3,900,000. See City Exhibit 23.

By 2004 the city of Reading's General Fund had receipts of \$6,333,687 and expenses of \$6,282,154, leaving an unencumbered carry-over balance at the end of 2004 of \$259,746. See City Exhibit 4, page 4.

In 2005 the General Fund receipts for the city of Reading were \$6,881,966, with expenses paid through the General Fund amounting to 6,346,783, leaving an unencumbered balance at the end of 2005 of \$1,025. See City Exhibit 4, page 5.

The General Fund of the city of Reading in 2006 had receipts of \$7,246,412, and paid out \$6,986,980. The unencumbered balance at the end of 2006 in the General Fund was \$246,503. The city's earning tax in 2006 was \$5,440,815, of which \$5,357,810 was expended, leaving an unencumbered balance of \$159,425. The General Fund carry-over added to the earnings tax carry-over amounts to \$406,000. See City's Exhibit 4, page 6.

The city has received a substantial state of Ohio grant, 2.3 million dollars, to purchase ten acres of land upon which is sited

a long-vacant factory. The city intends to demolish the structure, recover the land, and develop the property for commercial use. Projections of the possible number of jobs generated by such a project are 300 to 500. One projection as to generated earnings among the 300 to 500 newly created positions is twenty million dollars. Such a development would provide a welcome, new, substantial revenue stream for the city and would help in maintaining a "rainy day fund," thereby affording the city greater flexibility in meeting future unforeseen circumstances.

POSITIONS OF THE PARTIES

Position of the City of Reading, Ohio, Employer

The Employer emphasizes that beyond the base rate of pay paid to patrolmen, these bargaining unit members also enjoy a variety of benefits guaranteed by the parties' collective bargaining agreement that call for substantial expenditures of funds by the Employer on behalf of the patrolmen. These include a nine percent employee "pickup" for the Police and Fire Pension Fund paid by the Employer, along with the mandatory Employer's contribution to this pension fund for each patrolman. The city's contribution to the Police and Fire Pension Fund for each employee amounts to 19.5% and contributes most of the employees' contributions.

The Employer notes that patrolmen receive a \$650 shift differential, longevity pay amounting to \$35 for each year of service, a weapons allowance of \$200 per year, and substantial

opportunities for overtime work paid at triple the base rate. The Employer points to 1440 hours of unused sick leave which may be converted to payment at retirement on a one-to-one basis, and notes the Employer's contributions for health care costs for bargaining unit members amounting to ninety percent of the cost of this coverage.

Through the testimony of Mayor Bemmes it was pointed out that from 1991 through 2003 the city's revenues went down. City funds remained depleted and there were real concerns about meeting the city's payroll. Mayor Bemmes noted that on more than one occasion, at the conclusion of a fiscal year, some bills were not paid on time so that city funds could be used instead to meet the city's payroll.

Mayor Bemmes emphasized that the city of Reading has many priorities and the city has a real need to develop its infrastructure to promote economic growth.

Mayor Bemmes pointed out how close in recent years at the conclusion of each calendar year the city came to not having sufficient revenues to meet its bills. The small yearly carry-over balances reflect this circumstance and Mayor Bemmes emphasized that even these meager carry-overs were only accomplished through severe cuts to the city's budget in recent years. Mayor Bemmes testified that a best practice is to have an unencumbered balance in reserve at the conclusion of each year amounting to fifteen percent of the city's annual operating budget.

The city of Reading's Deputy Auditor, Tim Hoerst, explained at the hearing that from 2001 through 2005 the city of Reading's revenues went up 9.12%, but during the same period the city's expenses went up 12.1%.

Mr. Hoerst explained that it was not unusual, over several years, at the conclusion of the year, to hold off paying bills so that payroll could be met. Mr. Hoerst explained that the biweekly payroll paid by the city is about \$150,000, with about eighty percent of this figure met through General Fund monies. Mr. Hoerst explained that at the conclusion of 2003 the city had a carry-over balance of \$266,000, but on January 2, 2004 the payroll had to be paid. Mr. Hoerst stated that at the end of 2005 the unencumbered carry-over balance for the city of Reading was a little over \$1,000. Mr. Hoerst believes that an appropriate carry-over balance would be, at the lower end, ten percent of the city's annual operating budget. Mr. Hoerst believes a better practice is a fifteen percent reserve fund at the conclusion of the year.

Mr. Hoerst pointed out that on December 31, 2006 there was an unencumbered carry-over balance of \$246,503. When the unencumbered balance for city's earnings tax is added to this figure, an amount equalling \$159,425, the unencumbered carry-over balance for 2007 is about \$400,000.

It is emphasized on behalf of the Employer that the project involving the development of the vacant factory site is not going to produce revenue for the city for at least three years and it may be five years or more before this project produces revenue for the

city. At this time the project remains speculative as to the profits, if any, it will generate to the benefit of the city. The Employer points to data received from the State Employment Relations Board that shows the patrolmen employed by the city of Reading to be in the middle or above the middle among comparable municipalities in Hamilton County, Ohio. The Employer points out that the population from 1990 to 2000 in the city of Reading decreased by 6.2%, and from 2000 to 2005 the city's population decreased by 8.6%. The Employer points out that the city of Reading, compared to 2000, is a city with 20% less population. The Employer points out that the median household income for the city is near the bottom of comparable cities in Hamilton County, and the percentage of renters in the city of Reading in 2007 is 43.2%, while in the year 2000 it had been 40.8%.

The Employer proposes a two percent annual wage increase for bargaining unit members in January, 2007, 2008, and 2009. The Employer contends that this wage increase is proportionate to similarly situated patrolmen in other Hamilton County cities, is affordable under the limited funds available to the city of Reading for wage increases, and is in keeping with the history of wage increases granted to city of Reading patrolmen.

Position of the Fraternal Order of Police, Ohio Labor Council, Inc., Union

The Union notes that the past three annual wage increases paid to bargaining unit members within units A, B, and C amounted to two percent, three percent, and three percent. The Union emphatically

denies that the city of Reading is near bankruptcy and points to the audited financial reports of the city at Union Exhibit 5D which found that on December 31, 2005 the General Fund balance contained a carry-over amount of \$353,696, an increase from 2004 of \$101,791. The Union points out that at Union Exhibit 5C the audited financial statements of the city of Reading reflect that from 2004 to 2005 the General Fund grew by \$500,000, with the city's revenues increasing from 2004 to 2005 by one million dollars, with total revenues moving from \$6,962,701 in 2004 to \$7,954,069 in 2005, and with the city's operating budget moving from seven million dollars to seven million five hundred thousand dollars. At Union Exhibit E the debt of the city is reported as having been reduced from \$2,500,000 to \$2,300,000 from 2004 to 2005. The Union also points to the .5% increase in the city of Reading's income tax which, according to Union Exhibit 5G, served to increase income tax receipts in 2006 by 27%. The Union points out that some income tax receipts for 2006 have yet to be received by the city so the rise in earnings tax revenues will be greater than the 2006 figure reported. The Union contends that some part of this increase should be devoted to maintaining the city's safety services. The Union argues that the city has the ability to pay a larger annual wage increase and proposes annual wage increases for January, 2007, January, 2008, and January, 2009 amounting to 5.5% each year.

The Union presented a variety of data from the State Employment Relations Board, including wage comparisons among Hamilton County police agencies based on top level annual wages.

This comparison locates the city of Reading patrolmen eleventh in a listing of eighteen police agencies.

As to the Employer's contribution to the Police and Fire Pension Fund of Ohio, Article 12, section 12.1, subparagraph 3 provides: "...It is established that contributions made on behalf of the individual, as set forth in Section (sic) shall not be considered additional salary or wage..."

As to the \$200 weapon allowance, the Union points out that this benefit was conferred by the Employer prior to the initiation of collective bargaining between the parties.

The Union points out that from 2004 through 2006, city of Reading firefighters received wage increases averaging 4.3%; City of Reading AFSCME bargaining unit members received wage increases averaging 3.66%; the FOP,OLC bargaining unit received wage increases averaging 2.60%.

The Union claims that the city has the financial ability to fund a wage increase of greater than two percent and proposes that the fact finder recommend annual wage increases for the bargaining unit members through the parties' successor Agreement amounting to 5.5% per year.

DISCUSSION

The historical financial data presented by the parties shows the city of Reading undergoing substantial annual shifts in city revenues and in the city's General Fund. These annual swings

produced concerns on the part of the Employer and the Union that the city's finances from year to year by December 31 would be able to meet the city's payroll. The fact finder presumes that it was this uncertainty about the city's revenues that produced wage increases for the bargaining unit members who are the subjects of this proceeding in the amount of two percent in January, 2004; three percent in January, 2005; and three percent in January, 2006. This fact-finding considers the wage increases for the bargaining unit members for January, 2007; January, 2008; and January, 2009.

Since the bargaining and agreement of the wage increases for the bargaining unit members that occurred in 2004, 2005, and 2006, the Employer has reason for optimism in terms of the city's revenues. In the long-term, the city has secured a state grant of 2.3 million dollars to purchase, recover, develop, and earn a profit from land that has lain vacant for twenty years with an empty factory sited upon it. Projections of this project include, beginning five years from now, revenues of twenty million dollars.

In the short-term, with the energetic backing of city of Reading administrators, the city of Reading City Council, and the members of the bargaining unit, the voters of the city of Reading approved a .5 percent increase in the city of Reading's earnings (income) tax, raising the income tax by 33.3 percent from 1.5 percent to 2.0 percent. One-tenth of the increased income tax revenues must be devoted to street repair within the city but the remainder, over one million dollars annually, may be used as the city sees fit. A 1.3 million dollar annual increase in income tax

earnings to the city, within an annual operating budget of 7.5 million dollars, is a substantial financial gain to the benefit of the city, and the fact finder finds no reason to conclude that some limited part of this gain should not be applied to the wage increases contemplated by this process.

In Employer's Exhibit 8 is presented SERB Clearinghouse data as to annual wage increases among police agencies within Hamilton, Butler, Warren, Clermont, and Clinton Counties, annual wage increases among (primarily) FOP/OLC bargaining units from January 1, 2003 through August 1, 2007. An examination of these annual wage increases reflects an average annual increase of about 3.5 percent among these thirty-one police agencies.

The unencumbered carry-over from 2006 to 2007 amounts to about \$500,000. While this does not present ten percent of the city's annual operating budget, it is a substantial sum and reflects a trend in the city's revenues upward, in particular upon the increase in the city's income tax approved by city of Reading voters.

From 2004 to 2006, when the city's finances were approached with greater pessimism than is the case today, the bargaining unit members received wage increases of two percent, three percent, and three percent. In the face of increased revenues expected for 2007, 2008, and 2009, the city's proposed wage increases would reduce the amount of wage increases agreed from 2004 to 2006 by twenty-five percent. The fact finder can find no reason upon the present financial circumstances of the city of Reading as exhibited by the

evidence presented at the fact-finding hearing to conclude that the city of Reading today is less financially able to afford wage increases for the bargaining unit members than it was in 2004 when it bargained the prior collective bargaining agreement. During a time when police agencies in the southwestern region of the state of Ohio are receiving, on average, 3.5 percent annual wage increases, the fact finder finds the city's proposal too limited, based on the city's ability to fund a larger wage increase and based on comparable police agencies in other political subdivisions operating within the region containing the city of Reading.

The Union's proposal of 5.5 percent in January of 2007, 2008, and 2009 may be affordable based on the increased revenues expected by the city of Reading, but the fact finder finds wage increases at this level to be substantially more than what has been agreed generally among police agencies in this region of the state of Ohio. The Mayor of the city of Reading at the fact-finding hearing emphasized the high regard in which the city of Reading Police Department is held based on the high quality of service provided by this department. The fact finder finds nothing in the quality of services provided by the bargaining unit members that would diminish meriting such a large increase, but the history of wage increases within this bargaining unit through bargaining with the city of Reading, and historical trends within the region containing the city of Reading, persuade the fact finder that a wage increase of less than 5.5 percent will be in greater accord with historical trends in the city of Reading and in the region.

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The fact finder recommends annual wage increases of 3.0% for the bargaining unit members to be covered by the successor collective bargaining agreement, to occur at the beginning of the first full pay period in January, 2007; January, 2008; and January, 2009. The fact finder can find no reason to recommend annual wage increases below the three percent level but can point to a still relatively meager unencumbered carry-over balance for 2007 when compared to the ten percent to fifteen percent carry-over balance preferred under accepted financial principles. The fact finder can be easily persuaded that 3.5 percent or even 4.0 percent is supported by the evidence in the record but the fact finder is constrained by the lingering uncertainty about any municipality's financial future and by the fact that the city is only now beginning a period of time when increased income tax revenues will be received. The fact finder views the three percent annual wage increase recommended herein as a conservative recommendation, a recommendation at the floor of what the city is able to afford but a recommendation made in recognition that rosy projections are only that, educated guesses as to what circumstances will in fact be facing the city in the years to come.

Based on considerations expressed within Ohio Administrative Code section 4117-9-05(K)(1)-(6), the fact finder recommends to the parties that an annual wage increase be included within the parties' successor collective bargaining agreement of three percent, to occur at the beginning of the first pay period in January, 2007; January, 2008; and January, 2009.

RECOMMENDED LANGUAGE

ARTICLE 12
WAGES

Section 12.1 Wages and Salaries: Effective the beginning of the first full pay period in January, 2007, wage and salary rates for bargaining unit personnel shall be increased by 3.0% and applied to current rates set forth below:

CLERK/DISPATCHERS 2007

	A	B	C	D
Current Annual Rate	\$42,968.87	\$43,435.94	\$43,938.82	\$44,424.12
2007 Annual Rate (3.0%)	\$44,257.94	\$44,739.02	\$45,256.98	\$45,756.84
Shift Differential	\$650.00	\$650.00	\$650.00	\$650.00
TOTAL	\$44,907.94	\$45,389.02	\$45,906.98	\$46,406.84
Hourly Rate	\$21.59	\$21.82	\$22.07	\$22.31

PATROL OFFICER 2007

	A	B	C
Current Annual Rate	\$47,889.80	\$51,282.61	\$54,672.65
2007 Annual Rate (3.0%)	\$49,326.49	\$52,821.09	\$56,362.03
Shift Differential	\$650.00	\$650.00	\$650.00
TOTAL	\$49,976.49	\$53,471.09	\$57,012.03
HOURLY	\$24.03	\$25.71	\$27.41

**LIEUTENANT (1.15 X Patrol
2007 Officer Step C Rate)**

	A
2007 Annual Rate	\$64,816.33
Shift Differential	\$650.00
TOTAL	\$65,466.33
HOURLY	\$31.47

Effective the beginning of the first full pay period in January, 2008, wage and salary rates for bargaining unit personnel shall be increased by 3.0% and applied to current rates set forth below:

CLERK/DISPATCHER 2008

	A	B	C	D
2007 Annual Rate	\$44,257.94	\$44,739.02	\$45,256.98	\$45,756.84
2008 Annual Rate				
(3.0%)	\$45,585.68	\$46,081.19	\$46,614.69	\$47,129.55
Shift Differential	\$650.00	\$650.00	\$650.00	\$650.00
TOTAL	\$46,235.68	\$46,731.19	\$47,264.69	\$47,779.55
Hourly Rate	\$22.23	\$22.47	\$22.72	\$22.97

PATROL OFFICER 2008

	A	B	C
2007 Annual Rate	\$49,326.49	\$52,821.09	\$56,362.03
2008 Annual Rate			
(3.0%)	\$50,806.28	\$54,405.72	\$58,052.89
Shift Differential	\$650.00	\$650.00	\$650.00
TOTAL	\$51,456.28	\$55,055.72	\$58,702.89
HOURLY	\$24.74	\$26.47	\$28.22

**LIEUTENANT (1.15 X Patrol
2008 Officer Step C Rate)**

	A
2008 Annual Rate	\$66,760.82
Shift Differential	\$650.00
TOTAL	\$67,410.82
HOURLY	\$32.41

Effective the beginning of the first full pay period in January, 2009, wage and salary rates for bargaining unit personnel shall be increased by 3.0% and applied to current rates set forth below:

CLERK/DISPATCHER 2009

	A	B	C	D
2008 Annual Rate	\$45,585.68	\$46,081.19	\$46,614.69	\$47,129.55
2009 Annual Rate				
(3.0%)	\$46,953.25	\$47,463.63	\$48,013.13	\$48,543.44
Shift Differential	\$650.00	\$650.00	\$650.00	\$650.00
TOTAL	\$47,603.25	\$48,113.63	\$48,663.13	\$49,193.44
Hourly Rate	\$22.89	\$23.13	\$23.40	\$23.65

PATROL OFFICER 2009

	<u>A</u>	<u>B</u>	<u>C</u>
<u>2008 Annual Rate</u>	<u>\$50,806.28</u>	<u>\$54,405.72</u>	<u>\$58,052.89</u>
<u>2009 Annual Rate</u> <u>(3.0%)</u>	<u>\$52,330.47</u>	<u>\$56,037.89</u>	<u>\$59,794.48</u>
<u>Shift Differential</u>	<u>\$650.00</u>	<u>\$650.00</u>	<u>\$650.00</u>
<u>TOTAL</u>	<u>\$52,980.47</u>	<u>\$56,687.89</u>	<u>\$60,444.48</u>
<u>HOURLY</u>	<u>\$25.47</u>	<u>\$27.25</u>	<u>\$29.06</u>

LIEUTENANT (1.15 X Patrol
2009 Officer Step C Rate)

	<u>A</u>
<u>2009 Annual Rate</u>	<u>\$68,763.65</u>
<u>Shift Differential</u>	<u>\$650.00</u>
<u>TOTAL</u>	<u>\$69,413.65</u>
<u>HOURLY</u>	<u>\$33.37</u>

ARTICLE 21
CLOTHING AND EQUIPMENT ALLOWANCE

Section 21.1 All employees shall receive an annual allowance after completion of the first year of service, of six hundred dollars (\$600.00), for the purchases of uniforms, accessories, or police equipment, said sum to be payable to the person, firm, or corporation furnishing same. An initial appointment uniform allowance of one thousand fifty dollars (\$1050.00) shall be provided to all newly appointed Patrolmen, and in addition the Employer shall provide all newly appointed Patrolmen with a suitable weapon. Said weapon must conform with the applicable firearms policy of the Reading Police Department, and said revolver shall remain the property of the Employer. An initial appointment uniform allowance of five hundred dollars (\$500.00) shall be provided to all newly appointed dispatchers. Police Clerks shall receive the same clothing benefits as received by the General Office clerical staff of the Employer. All items purchased with an initial appointment uniform allowance shall remain the property of the Employer until employee begins his second year of service. Any employee promoted to the next higher rank that will demand a different style of dress uniform shall receive an additional clothing allowance of one hundred dollars (\$100.00) at the time of promotion. Any uniforms, accessories, or equipment damaged in the line of duty, other than normal wear or caused by an act of negligence, shall be replaced by the Employer.

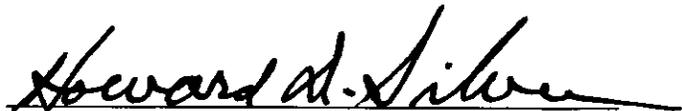
Section 21.2 If, during the life of this Agreement, the Employer requires the employee to wear a new issue style uniform, the Employer will supply at no cost to the employee an initial new uniform allotment of three (3) short sleeve shirts, three (3) long sleeve shirts and three (3) pants (if applicable). The employee thereafter will be responsible for maintaining the new issue uniform.

**ARTICLE 31
DURATION**

Section 32.1 This Agreement shall be effective as of January 1, 2007, and shall remain in force and effect though December 31, 2009. This Agreement shall automatically be renewed for successive periods of one (1) year thereafter, unless either party shall have notified the other in writing, not less than ninety (90) days nor more than one hundred and twenty (120) calendar days prior to the expiration of this Agreement that it desires to modify, amend or terminate this Agreement.

In addition to the recommended language proposed by the fact finder through this report, the fact finder adopts by reference, as if fully rewritten herein, all other Articles agreed by the parties.

In making the fact-finding recommendations presented in this report, the fact finder has considered the criteria required by Ohio Revised Code Chapter 4117, and sections 4117-9-05(K)(1)-(6) of the Ohio Administrative Code.



Howard D. Silver
Fact Finder

February 9, 2007
Columbus, Ohio

CERTIFICATE OF SERVICE

I hereby certify that the foregoing Report and Recommendation of Fact Finder in the Matter of Fact-Finding Between the City of Reading, Ohio and the Fraternal Order of Police, Ohio Labor Council, Inc. was filed with the State Employment Relations Board, via hand-delivery, this 9th day of February, 2007, and mailed, regular U.S. mail, postage prepaid, to:

Paul R. Berninger, Esquire
WOOD & LAMPING, LLP
600 Vine Street, Suite 2500
Cincinnati, Ohio 45202-2491

and

Barry Gray
Staff Representative
Fraternal Order of Police
Ohio Labor Council, Inc.
5752 Cheviot Road, Suite D
Cincinnati, Ohio 45247-7008.



Howard D. Silver
Fact Finder

February 9, 2007
Columbus, Ohio