

2007 MAR 14 A 11: 24

**Before the State Employment Relations Board,
State of Ohio**

In the matter of

City of Gahanna
Employer

And

Case No. 06-MED-09-1082

Ohio Patrolman's Benevolent Association
Union

Sandra Mendel Furman, Fact
finder

FACTFINDER'S REPORT

Procedural Matters

SERB appointed this fact finder by letter dated November 29, 2006. The matter was scheduled for hearing on February 9, 2007 by agreement of the parties. Pre hearing statements were received by the fact finder and served by each party upon the opposing party at or prior to the hearing. There has been substantial compliance with OAC rule 4117-9-05(F).

The hearing was held on February 9, 2006 at the City Building in Gahanna. The fact finder offered to mediate any/all of the issues. The parties declined to mediate and proceeded with their proofs. A full hearing was had. The parties presented witnesses and exhibits in support of their respective positions. Present for the Employer were: Michael Underwood and Jennifer Edwards, Counsel; Rebecca Stinchcomb, Mayor; Jerry Isler, Finance Director; Kristen Treadway, Director of Personnel; and Angel Mumma, Assistant Finance Director. The Union was represented by Matthew Baker and two members of the bargaining committee Maggie McCormick and Staci Norris.

Post hearing submissions were due on February 19, 2007. Each party presented a written argument in support of the positions argued at the hearing. .

The parties had engaged in multiple bargaining sessions for a successor agreement prior to appointment of the fact finder. At the date of hearing, there were four (4) issues left for determination by the fact finder: wages; shift differential; health insurance; prescription drug reimbursement. Two other issues- TACS Officer pay and second language stipends- were listed on the City's position statement. These matters were agreed to the morning of the hearing.

The report is submitted at the date stipulated by the parties.

Findings of Fact

1. The City of Gahanna has experienced or will experience loss of two of its major employers within the past two years. ADS is the City's second largest employer and it will relocate outside of Gahanna by December 2007. It employs approximately 600. EMH &T another large employer left in 2005. It employed approximately 400. These were employers who had highly paid skilled workers.
2. The City's population in 2006 as projected by MORPC is 34,098. The chart presented as City Ex. 2 shows steady but slight population increases.
3. Median household income has also steadily increased for the past ten years. City Ex. 3.
4. The City has certain fixed expenses that increase annually: a magistrate, special counsel, and utilities.
5. The City's income relies in large part from tax receipts. (57% in 2006) In recent years, tax receipts have grown at a much lower rate than in the period from 1995-2004.
6. Wages, salaries and fringe benefits constitute nearly 63% of expenditures.
7. The anticipated income growth rate for 2007 is 3%. This rate presumes ADS will not leave before year's end.
8. Gahanna also is experiencing a renewal of its downtown. The City indicated that this project- Creekside- and the Central Park Industrial zone represent expenses and unlikely revenue sources for the contemplated contract period.

Although Creekside will be completed by fall 2007 it is currently in debt to the amount of \$13.5 million.

Central Park is a long term (20) development effort. It is located on brown fields with all of the attendant problems. Although clean up is expected to be finished in 2007, it cannot be developed right away.

It was also stated that there is some revenue expected from Creekside; its metered parking spaces were a cited example.

9. The City actively courts new businesses. It has to offer tax abatements and incentives as part of its development efforts in order to compete with other locations. Tax incentives do not decrease or hold in abeyance the City's obligations to its school district. These remain a constant statutory expenditure.
10. Gahanna is unable to expand its housing/business base within its current borders. Unless it annexes Jefferson Township, it has no possibility of expansion and territorial growth.
11. There is no present plan to annex all/part of Jefferson Township, although talks have occurred in the past. Annexation if it occurs will bring in significant property taxes. It would also to some degree address the "built out" problem.
12. The City's administration is fiscally conservative. It strongly holds to a belief that it should not spend without a source of income being assured. It has approved only 26% of city requests for capital expenditures in 2007. Capital improvements are necessary but have been delayed.
13. There are extensive road projects in process that were the result of obligations of prior years. These will continue during the period of the contract.
14. Income tax receipts dropped in 2006 by approximately \$1.9 million as compared to 2005. There is no expectation of growth in income tax receipts.
15. In order for the city's expenditures to stay at its current levels, growth must be 4% per annum. Last year, it was 1%.

16. The City has the ability to pay for the various increases sought by the Union. However, it has concerns about the City's fiscal base and health due to the loss of businesses in 2005 and 2006 and due to increasing expenses and stagnant revenues. It is concerned about its bond rating and credit rating if it does not account for projected loss of income tax revenue.
17. No employees have been laid off in recent memory.
18. There have been no wage freezes.
19. The City is a self insurer for health insurance. It is part of a consortium with other public entities.
20. The City is informed of its premium payments to the consortium on a yearly basis on or around November 15th. The current contract with the consortium runs for three years. It was recently renegotiated. (Fall 2006). The plan design will not change for three years. This roughly coincides with the parties' bargaining cycle. Last year, the City's health insurance premium payments decreased by 10%.
21. No one in the City has reached the current contractual cap level for prescription drugs to date.
22. The dispatcher unit has nine positions. Eight positions are currently filled according to the City; the Union stated 7 are filled. No mention was made of a hiring freeze, so the possible unit size is agreed to be nine positions.
23. The OPBA is the certified bargaining representative and has been since 1984.
24. The City has a surplus in its budget: 25% of the General Fund is held in reserve. This is its "rainy day" fund. It also assures the City's bond rating.
25. There is currently a shift differential in the agreement. It is \$.10 less than is received by the FOP/OLC unit.
26. The dispatchers are the first bargaining unit of the multiple units in the City to proceed to fact finding this bargaining cycle. The other City bargaining units are the United Steelworkers and the FOP/OLC. The FOP is in negotiations. There is no joint bargaining.

27. The contract when ratified will be retroactive to 1-1-07 by agreement of the parties.
28. Over a sixteen year period, OPBA annual wage increases averaged 4.53%.
In 2005 and 2006, the percentage increase was 3%.
29. The USW unit received 3% increases in 2005-2007.
30. The FOP unit received 4% from 2004-2006.
31. The non bargaining unit employees received an average of 3.15% in 2007.
The range of increases is 0-4% for the non represented group. The non bargaining unit employees receive merit increases not annual increases since 2005.
32. The City has offered 3% to the FOP unit as part of its efforts at parity and consistent with its financial goals. This is not the final agreement as of date of hearing.
33. For municipalities in Franklin County, Gahanna's top step wage rate for dispatchers currently is lower than three cities of similar population and number of employees: Reynoldsburg, Upper Arlington and Dublin. It is nearly \$3000 below the average wage rate of 10 cities presented.
34. Wage comparisons presented by the City show that Gahanna at the top step pays more annually than Lancaster, Pickerington, Columbus, Circleville and New Albany, and Reynoldsburg. It pays less than Grove City, Hilliard, Upper Arlington, Dublin, Westerville, and Worthington. The City's data contains neither the city population nor size of the dispatcher department. Some of the cities have a PERS pick up which has the effect of increasing the take home pay. Gahanna does not have PERS pickup.
35. Neither party presented any statewide comparables.
36. The City has no recruitment issues. There was no evidence on the date of the last hires. The majority of the unit's employees are at the top step.

ISSUE NO. 1. Lead Dispatcher

The parties reached agreement on the TACS/Lead Dispatcher issue on the morning of the hearing without the involvement of the fact finder. The language is presented below.

Article 17-Wage Rates Service Credits

Section 6. Lead Dispatcher Pay

- A. Effective January 1, 2007, the Dispatcher assigned to a Lead Dispatcher position with TAC Officer duties will receive an additional \$2.00 per hour in base pay. When the Lead Dispatcher's hours are changed, specifically for performing duties as a Lead Dispatcher or TAC related duties, it will not trigger additional compensation under Article 19, section 7, or any other Article of this Agreement.
- B. Whenever the Lead Dispatcher duties are to be reassigned, the department will post a notice for five days to give employees an opportunity to express interest in the assignment. The assignment will be based on qualifications, experience, and past job performance. Should the position not be filled by the administration internally, the position will be filled utilizing the City's Civil Service process.

Recommendation

The parties should approve the above language for Lead Dispatcher.

ISSUE NO. 2. Second Language Proficiency Stipend

The City proposed a premium payment for stipulated languages. The issue was resolved by the parties the morning of the scheduled hearing without the need for an evidentiary hearing. The language for second language stipend follows:

Article 17 Wage Rates Service Credits

Section 7. Second Language Proficiency Stipend

Any member who becomes proficient, or is hired with proficiency, in one of the languages listed below will receive a \$50 per month stipend. The stipend will be paid in the second paycheck of each month.

Hindi

Spanish

Arabic

Somali

Russian

Mandarin Chinese

Farsi

The Department may add additional languages. The OPBA or any member may make a request in writing to the Chief of Police for adding additional languages. The final decision on whether to add a language rests in the sole discretion of the Chief.

To be entitled to the stipend, a member must demonstrate proficiency annually in one of the covered languages by passing a standardized examination to be determined by the Chief and the Director of Human Resources.

Recommendation

The parties should approve the above language on second language stipend.

ISSUE No. 3. Shift Differential

The Union seeks parity with the FOP unit. This would result in an increase from \$.75 per hour to \$.85 per hour over the three year life of the agreement.

The City claims that parity is not appropriate. It further argues that relevant comparable data fails to support an increase.

The Union's position on shift differential is based upon the internal comparables with the FOP unit. The record shows a disparity in the shift differential received by the Police Officers and the dispatchers. Both units have the same responsibility to be at work at non traditional hours. An additional \$.10 per hour (total \$.85) premium has been placed on that work.

The fact finder has taken into consideration relevant factors set forth in R.C. 4117.14 (C) (4) (e), and has followed the guidelines set forth in OAC 4117-9-05(J) and (K).¹ Some of the listed factors were not relevant. Other factors had no evidence or arguments in support presented in the record.²

¹ The relevant factors to be considered are: past collective bargaining agreements; comparables as defined in the rules; public welfare and interest; ability to pay and administer; effect on public services; lawful authority of the employer; parties' stipulations and other traditional factors related to bargaining.

² In this case, the lawful authority of the public employer was not in dispute on any issue submitted to fact finding. The effect on public services was not in dispute on any of the matters submitted to fact finding. The parties did not present the fact finder with any stipulations.

Gahanna ranks in the upper range for claimed comparables per the City's Ex. 7. But the fact finder received no information on the City's charts as to the relative size of the cities listed; the size of the departments; or if there was a disparity between the dispatchers and the sworn officers as to shift differential. (i.e. internal comparables). On its face, without matching it against the Union's exhibits which do describe population and department size, there appears no inequities in the current amount according to the City's exhibits.

Union Ex. 4 (from SERB, as are all of the Union's comparison charts) shows Bexley- a much smaller city paying \$.80; Dublin, a comparable city in size paying \$.85; and Hilliard with 7000 lesser population paying \$.90 as a shift differential. It shows Columbus and Whitehall paying less and Grove City at the \$.75 level- same as Gahanna. As in the case of the City's charts, there is no information as to the relative wealth of the jurisdictions paying more or less. There is no information on their fiscal health vis a vis Gahanna.

The data from both parties as to external comparables does not make a compelling case for change. Again, this is not to suggest more or different information had to be provided. Rather, it points out the somewhat limited usefulness of comparables.

The past collective bargaining agreements; the external comparables; the public welfare; the legal authority of the employer do not point to an obvious answer.³ But the argument made by the Union about internal comparables was persuasive, all other factors being a wash or not in evidence.

There is no reason to differentiate between the two groups of employees- sworn and dispatchers on this issue. Their wages and other terms and conditions of employment acknowledge the different skills and training required for the positions. Therefore, the fact finder recommends an increase of \$.10 on the shift differential for the term of the contract. This increased shift differential is in the range provided to other dispatchers in the Franklin County area.

Recommendation

Article 17 Wage Rates Service Credits section 5. The shift differential shall be increased to \$.85 for each of the three years of the contract: 2007, 2008, and 2009.

³ The Union did not call witnesses but presented its case through exhibits and arguments from its counsel.

ISSUE No. 4. HEALTH INSURANCE

The fact finder has taken into consideration relevant factors set forth in R.C. 4117.14 (G) (7) (a-f), and has followed the guidelines set forth in OAC 4117-9-05(J) and (K). Some of the listed factors were not relevant. Other factors had no evidence presented as to their applicability and thus are outside of the record.

The City seeks an increase in the contribution paid by the dispatchers unit; an increase in the co-pay for prescription drugs; and elimination of the cap on prescription drugs out of pocket. The prescription drug issues will be dealt with separately.

Current language provides that employees pay 6% of the premium costs of health insurance. The City is part of a multi public employer consortium known as the Central Ohio Health Care Consortium. It sets the rates each November 15th; the contract with the Consortium lasts three years. For 2007, the City experienced a 10.5% reduction in its premium costs. This may be a fluke experience or it may signify a trend. It is impossible to state. However, it is a general truism that health care costs are escalating nationwide. The City testified that it tried to bid out its plan and could not meet the price. The marketplace in health care may be affected by legislative reform. All this is speculation. The facts in the record do not show escalating costs for the City at this time. The City characterizes its proposal as fair, reasonable, and competitive. It states without evidentiary support that the 8-9-10% employee share premiums much lower than citizens are paying. The stepped increases proposed for each year of the agreement were not based upon existing information or related to documented trends.

Similarly, the comparables presented by the City provide no clear trends. City Ex. 9. Hilliard, Dublin, New Albany pay less than Gahanna employees at the 6% contribution. As noted before, there is no information in the record as to the size of the Circleville and New Albany units There is no information as to the population of those two comparables. Dublin is of comparable size and its employees pay less than Gahanna's similarly situated employees. It was alleged at the hearing but no statistics were offered as to the relative wealth of the two communities. Overall, per the City's charts, the employee percentage varies from 0% contribution up to 10%. Certain jurisdictions set the employee share as a

monthly cost-\$40 (single). It is hard to compare this to percentages. Only an out of pocket number makes for a ready comparison.

Analyzing the actual costs in 2006 contrasted to the other comparables costs in 2007, Gahanna employees pay less for health insurance coverage than all other cities except New Albany and Upper Arlington. The per capita average income of those cities is not part of the record. The fact finder takes administrative notice of the fact that these are both upscale communities. It is also noted that the insurance plan and the plan summary are not in evidence. There is no finding as to whether or not benefits offered under Gahanna's plan are comparable to those in other jurisdictions.

Percentage costs for employees for health insurance in 2008 were available for three jurisdictions: the range was 8-10%. No actual employee costs were provided for 2008 comparisons. Again, the comparables may or may not be true comparables for the reasons discussed above. All that is known is that the jurisdictions are in or near to Franklin County. The comparables are but one factor in the required analysis. The comparables are not controlling by statute.

The reduction in costs is for the present a boon to all concerned. It is inequitable and unreasonable based on present circumstances to build in an 8-9-10% escalation of costs on the premise costs will undoubtedly rise. There was no demonstrated relationship in the record between increasing employee deductions and reduced costs of insurance.

Although the City stated it had a goal of parity within the City on health insurance, it is not always possible to achieve. Its exhibit 8 shows a current lack of parity between the FOP and the dispatchers and non bargaining unit with respect to maximums. The dispatcher unit is the first unit to bargain a successor contract in 2007. The USW is not part of the system, as its coverage is provided by an internal health and welfare plan. Although the City has increased the percentage amount its non unit employees currently pay to 8%, that does not predetermine the amount this group should pay. The statute does not require parity as a controlling factor in fact finding.

It is possible to consider the City's move to gradually increase the employee share of premiums as a prudent reflection of its fiscal conservativeness. It *may* in some unexplained manner work as a cost containment incentive. It is assumed that good health and minimal medical intervention is everyone's desire and goals. But it is also very true that an

increase in health insurance (and prescription drug) reimbursement constitutes a reduction of wages. Absent any evidence that the Consortium's PPO has experienced unusual or extraordinary expenses, the cautionary addition of increased charges to the employees is not currently warranted. Although it is not a "windfall" that the premiums went down 10% neither should the employees be penalized for the cost savings. Although there was a very large increase in 2004 in premiums, the experience in 2005 and 2006 showed very modest increases: 2% and 1% respectively.

On the other hand, the Union made no compelling argument as to adding caps to the premiums. The real life experience under two years of no caps showed no individual at the upper ranges of out of pocket costs. The Union presented no cases to the contrary. The parties had a prior history on negotiating this language. Caps were dropped in years two and three of the predecessor agreement (2003-2006). Without any examples of any employees experiencing a disastrous/cataclysmic financial expenditure with the current no cap system, there is no basis for adding it in this round.

Balancing the fact that at present there is no showing of increased costs, and considering that this situation may likely change by the third year of the contract, the fact finder concludes that these anticipated but not yet actualized increased costs are the appropriate subject of future negotiations between the parties. It is the opinion of this writer that the language in Section 4 adequately addresses these concerns during the life of the agreement. The fact finder notes that Section 4, previously the subject of a tentative agreement needs to be changed to reflect the appropriate dates.

Recommendation

The parties' current language setting a 6%-6%-6% employee share contribution for health insurance premiums remain the same for 2007, 2008 and 2009. There will be no caps on the premiums. See language below in Issue 5.

Issue 5: Prescription Drug reimbursement

The fact finder has taken into consideration relevant factors set forth in R.C. 4117.14 (G) (7) (a-f), and has followed the guidelines set forth in OAC 4117-9-05(J) and (K). Some of the factors are not relevant. Others have no evidentiary support in the record.

As discussed above, the City is part of a multiemployer consortium for health care. The Consortium changed the prescription drug plan in October 2006. The City wants parity in its workforce as to insurance. It also seeks to balance its costs against the rising costs of prescription drugs. The City's proposal reflects changes made by the Consortium. The major change is in the mail- in program. The requested change in cost is a sharp and dramatic increase over the prior program. The City did not present a chart on its relative position on prescription drugs compared with other cities in or near Franklin County.

Union Ex. 4 presents some limited information on prescription drug reimbursement. The SERB data is difficult to compare against Gahanna. From what can be gleaned, the range on prescription reimbursement for the cities in the SERB report is from \$15-\$20 employee cost for brand name and from \$5-\$10 on generic. Neither side made a summary argument as to comparables on this issue.

As to internal comparables, the USW is not in the picture. The FOP has yet to conclude bargaining. Therefore, the only relevant group is the non unit employees. This group has had the changes imposed per the changes in the consortium plan.

The City argues that the increases/employee costs are minimal. It is unknown how many people use the mail in plan. The City's proposal if adopted will result in a loss of savings to employees for use of that plan. The other major change from the current arrangement is the addition of a new category- "brand-non preferred". Only 4% of the work force last year used what is now to be known as "non brand preferred" drugs.

It is unknown whether any of the dispatcher unit was included in the 4%. Co-pays for generic and non generic drugs at a retail pharmacy will not change. As the list of drugs designated as "non brand preferred" is not part of the record and it would be unlikely that employees would volunteer their own prescription needs, it is speculation as to whether the cost increase for drugs is real to anyone's pocketbook. On the other hand, it may be a costly experience for certain employees who use the mail in system.

The City argues caps ought to be removed. It posits the removal of caps promotes more responsible consumers. It further argues internal equity as currently there are no caps for non unit employees. It supports its arguments by pointing out that no employee has hit the cap in the past three years. It implies therefore that the cap serves no purpose.

No evidence was presented that the caps had any adverse effect on the City's bottom line, it is noted.

Not surprisingly, the Union paints a different scenario. It states that the City presented no evidence as to how the proposed changes would result in economic savings for the City. It argues that the City must show a compelling need for language change and it has not.

The fact finder finds that concludes that there is a benefit in having the insurance plan language and the contract language parallel each other. That way, the employees know what their benefits are without reference to another, non negotiated document.⁴ The problem with that approach is obvious: if the plan changes again in October 2008, the contract language will likely not match the plan. However there has to be some kind of benchmark for both sides to reference. This is a solution that considered the varying interests of the parties. It meets the City's needs for predictability and ease of administration and cost containment. It does not meet the Union's needs for no change. But the fact finder sees valid support for to the Union's position on the caps in the record.

Considering the past collective bargaining agreements, the comparables internal and external, and the ability of the public employer to administer and finance these changes, the fact finder concludes as follows: there shall be no change in caps for prescription drugs.

The contract shall be modified to reflect the Plan's changed costs of mail in order prescription drugs. The contract shall be changed to reflect the new category of brand non preferred. The City did not support its case for increased employee share of premiums as discussed in the above section. Neither did it adequately support the desired "take away" of the current language on caps for prescription drugs. The City's concerns that costs may balloon will be addressed in the language relating to Section 4, cost containment. Although it is obvious that the dates will need to be changed in section 4, neither side put that paragraph before the fact finder.

⁴ The fact finder notes that not every contract references the health care plan language. But these parties have chosen to do so in at least their currently expired agreement. It is therefore assumed that this met their needs.

Recommendation

ARTICLE 10 Insurance

Section 1. Medical Insurance

A. The City will continue to provide comprehensive hospitalization, surgical, major medical, additional physicians' services coverage and prescription drug coverage for the duration of this contract. The City will pay the monthly premium for single and family coverage except for the employee contributions set forth below.

Effective Date	Preferred Provider Plan	
	Single	Family
1/1/07	6%	6%
1/1/08	6%	6%
1/1/09	6%	6%

Prescription Drugs

If a prescription is written for a drug when a generic is available, the member must choose the generic or the member will pay the difference in price.

Effective January 1, 2007 the member co-payment for prescription drugs will be 15% for generic drugs with a \$7.50 minimum, 25% for brand preferred drugs with a \$20 minimum, and 35% for Brand non preferred drugs with a \$35 minimum. Through the mail order program, the member co-payment will be as follows: 15% for generic drugs with a \$10 minimum, 25% for brand preferred drugs with a \$30 minimum, and 35% for brand preferred drugs with a \$50 minimum.

For the period January 1, 2007 through December 31, 2009, there will be an annual \$2000 annual combined cap for all three categories: generic; brand preferred and non brand preferred. In order for any non generic purchase to be covered by the cap, the member must provide verification from the pharmacist that there is no generic equivalent drug available.

Issue 6. Wages

The Union proposes 5%-5%-5%. The City proposes 3%-3%-3%. The Union argues that its past increases averaged over 4%. It analyzes the potential affect on wages of an increase in insurance premiums, and points out that the real increase will be less than 3% due to assumed premium increases.

The City argues that the Union's rationale is faulty and its premises unsound. The City argues that 3% is in line with current economic realities, is fair and reasonable and is consistent with internal equities.

The fact finder has taken into consideration relevant factors set forth in R.C. 4117.14 (G) (7) (a-f), and has followed the guidelines set forth in OAC 4117-9-05(J) and (K). Certain factors however were not present in the record. Other factors were not relevant to the determination.

The past collective bargaining agreement was considered. It provided for a 3% wage increase. Other cities in Franklin County have negotiated 3% increases per the City's comparables. The City demonstrated sufficiently its desire to be fiscally prudent and its diminished expectations concerning its revenues. The Union failed to put on any evidence that countermanded the City's concerns. Granted, there is a surplus/carryover. But it is not in the public's interest to spend down its reserves. The City must be mindful of accounting principles, fixed expenses, the public trust, bond ratings and the inevitable "rainy day". The road programs, necessary capital improvements, under funded departmental budget requests, loss of ADS, "built out" status, school taxes reimbursement requirements etc. provided an adequate record that the City had legitimate concerns. These are valid even if it is not a claim of inability to pay.

The Union failed to show these concerns were shallow, over dramatized or otherwise subject to challenge. It is not a classic "inability" to pay scenario argued by the City. It is an unwillingness to pay as argued by the Union. But balancing all of the statutory factors, the fact finder agrees that 3% is reasonable, fair, equitable, and consistent with the market. SERB's wage report for 2006 showed the average increase in the state was barely over 3%. The fact finder also reviewed other fact finder reports on SERB's website to get a sense of state wide settlements.

The recommended 3% wage increase will be of course tempered by escalating drug costs and unknown external economics such as inflation. But the line is recommended to be held at 6% for health insurance premium reimbursement for the next three years. This is a benefit to employees. The recommended shift differential increase is a benefit to employees. Their prescription drugs out of pocket expenses are capped if the recommendation is accepted. The calculation of the Union that the actual increase is less than 3% was based upon an assumption of an 8% health insurance premium increase. This 8% increase is not recommended by the fact finder.

Neither party presented the fact finder with its proposed wage increases in a table including the steps. It is anticipated that if this report is adopted by the parties, the appropriate calculations will be made.

Finally, the prospects for the City's financial health and growth are not necessarily as pessimistic as the City presented. There is economic development in progress and in planning; the community is experiencing growth, not decline, teardowns for new builds and rehabilitation of existing housing stock may all provide for more of an income base. The parties will meet again in three years to assess the situation and bargain again. The equities and facts will undoubtedly be different.

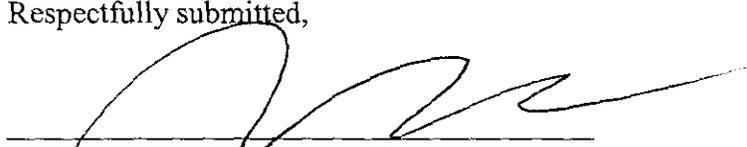
Recommendation

Article 17- Wage Rates Service Credits

Section 1. Wages

The Police Radio Dispatchers shall receive a 3% across the board increase effective January 1, 2007, January 1, 2008 and January 1, 2009. The steps shall be modified accordingly.

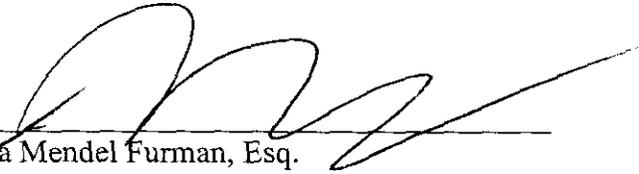
Respectfully submitted,



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Certificate of Service

An original and true copy of the fact finder report were sent by ordinary US mail on the State Employment Relations Board, 65 East State Street, 12th floor, Columbus, Ohio 43215; on Michael Underwood, 41 South High Street, Columbus, Ohio 43215 and Matthew Baker on March 13, 2007. An electronic copy was also sent to the parties' representatives.


Sandra Mendel Furman, Esq.