

**FACT-FINDING TRIBUNAL OF THE**

STATE EMPLOYMENT  
RELATIONS BOARD

**STATE EMPLOYMENT RELATIONS BOARD**

2010 JUL -2 A 11: 14

**IN THE MATTER OF:  
FRATERNAL ORDER OF POLICE,  
OHIO LABOR COUNCIL, INC.,  
Employee Organization,  
and  
CITY OF TROY  
(FULL-TIME CLERKS AND  
CUSTODIANS),  
Employer.**

**REPORT OF FACT FINDER  
CASE NO.: 09-MED-08-0801**

**DATE OF REPORT: July 1, 2010**

DATE OF HEARING: May 28, 2010

PLACE OF HEARING: Troy, Ohio

FACT FINDER: Charles W. Kohler

**APPEARANCES:**

**FOR THE EMPLOYEE ORGANIZATION:**

Barry L. Gray  
Staff Representative

**FOR THE EMPLOYER:**

Thomas C. Funderburg  
Assistant Director of Public Service & Safety

## **INTRODUCTION**

On November 24, 2009, the State Employment Relations Board (“SERB”) appointed the undersigned as fact finder pursuant to Ohio Revised Code Section 4117.14. This matter involves the negotiation of a successor collective bargaining agreement between the City of Troy (“Employer” or “City”), and the Fraternal Order of Police, Ohio Labor Council, Inc. (“Union”). The prior agreement between the parties was effective from March 1, 2007, through December 31, 2009. A fact-finding hearing was held on May 28, 2010, in Troy, Ohio. The parties agreed that the report of the fact finder would be issued on July 1, 2010.

## **TENTATIVE AGREEMENTS**

During negotiations, the parties reached tentative agreements on all issues, except for those noted below. The tentative agreements of the parties are hereby incorporated by reference into this report as recommendations. In addition, unless the fact finder has recommended a change in the language of the last agreement, or the parties have tentatively agreed to a change, the fact finder recommends that the language of the last agreement be retained.

## **STATUTORY CRITERIA**

The following findings and recommendations are offered for consideration by the parties; were arrived at pursuant to their mutual interests and concerns; are made in accordance with the data submitted; and in consideration of the following statutory criteria as set forth in Rule 4117-9-05 of the Ohio Administrative Code:

1. Past collectively bargained agreements, if any, between the parties;
2. Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
3. The interest and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
4. The lawful authority of the public employer;
5. Any stipulations of the parties;
6. Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of the issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

## **BACKGROUND**

The bargaining unit in this fact finding consists of full-time clerks and custodians who are employed by the City of Troy Police Department. Currently, there are three employees in the bargaining unit: two police clerks and one custodian. The unit was recognized in 2003. The Union represents the employees in the bargaining unit herein. The Union also represents police officers, police sergeants and police captains in three separate bargaining units.

As of the fact finding hearing of May 28, 2010, the following issues remain unresolved:

- Article 34 - Medical and Life Insurance Coverage
- Article 35 - Uniforms
- Article 36 - Wages
- Article 40 - Duration

These will be discussed on an issue by issue basis.

### **Article 34 - Medical and Life Insurance Coverage**

The City currently provides medical insurance to members of the bargaining unit. Under the most recent agreement, employees pay 12 percent of the health insurance premium and the Employer pays the remaining 88 percent. The expired agreement required the City to maintain the same or similar coverage for the term of the previous contract. The agreement specified that the City was required to obtain quotations from up to three carriers, and to select the plan that most closely matched the plan that was in effect as of January 1, 2007. The agreement provided that the City was not required to exactly match the plan. The City also retained the right to select the insurance carrier.

The total cost of providing health insurance coverage to City employees in 2008 was 1.968 million dollars. This represents an increase from \$933,000 in 1999. Between 1994 and 2009, the premium increased by an average of 7.2 percent each year. There is evidence suggesting that, when the current plan expires in September 2010, the premium increase will be at least 13 percent.

The current health insurance policy is provided by Anthem Blue Cross Blue Shield. The plan has a \$15.00 co-pay for office visits for network providers. The plan does not have a deductible, nor does it require any co-insurance payments. Currently, for family coverage, the premium is \$1,039.22 per month. The current premium for single coverage is \$348.23 per month. At this time, all City employees are covered by the same health insurance plan.

### **Position of the City**

The City is proposing new contractual language that provides more flexibility in the terms of the health insurance it provides to employees. It argues that it needs additional flexibility in order to reduce costs, based on the sharp increases during the past ten years.

The City points out that the current recession has had a detrimental effect upon the financial condition of the City. In 2009, income tax revenue was \$14.1 million, compared to \$12.8 million in 2008. This represents a decrease of 9.6 percent from 2008 to 2009. As of March 2010, revenues are down 16 percent compared to the same period in 2009.

The decrease in income tax revenue has resulted in a decline in the City's General Fund balance. The City projects that the General Fund balance will be reduced from \$7.6 million at the beginning of 2010, to \$6.5 million at the beginning of 2011. The city admits that it is not currently in a financial crisis. It attributes its relatively stable condition to the fact that City officials have historically managed the City in a responsible manner. It notes that other cities have been required to lay off employees or to reduce services, whereas Troy has been able to avoid these negative actions.

The City's need for flexibility is based upon projections of current trends. The City asserts that, if current trends continue, it could be facing a negative General Fund balance by 2014. Therefore, it has a strong desire to take action now to avoid a future financial crisis.

The City admits that it has previously argued that it desires all employees to be on the same health insurance plans. It asserts that its goal is to eventually get all employees under the same insurance plan. However, at this time, it needs the flexibility to be able to transition employees from the current contractual language that prevents the Employer from making reasonable changes to save costs.

In order to maintain a healthy financial condition, the City asserts that it must have flexibility to make changes in health insurance. For every one percent increase in health insurance premiums; the cost to the City is \$20,000. The City points out that the current plan is very generous because there are no deductibles, and the co-payments are very low. The City seeks to limit premium increases to three percent per year. The City believes that it can limit premium increases by making slight changes, such

as increasing co-payments or adding deductibles. The City notes that only about one-fourth of the health insurance plans of Ohio public employers do not require a deductible. The City asserts that collective bargaining agreements in many surrounding cities give the employers more flexibility than the language proposed by the Union. It notes that, of 12 geographically close cities of similar size, only four have language that requires the maintenance of current plans.

The City notes that Miamisburg, Sydney and Trotwood all have agreements with the Teamsters Union that gives those cities more flexibility in negotiating insurance policies. The City uses the Teamsters as an example due to the fact that the employees in the same positions as the bargaining unit members herein are generally represented by the Teamsters Union in these other cities.

The City argues that the pay increase that it is proposing is relatively generous. Therefore, the City hopes to offset some of the cost of increased wages by controlling health insurance expenses.

The proposal of the City provides that any plan adopted for bargaining unit members will not be any less favorable than the plan provided to non-represented employees in the City. Further, the language proposed by the Employer would allow it to make changes only in the event of a premium increase of more than three percent per year. The proposed language also requires the City to meet with the insurance committee to review the options available from various insurance carriers.

The City's proposal also continues its obligation to pay 88 percent of the insurance premium. The proposed language gives the City the option of offering a more expensive plan, for which the City would pay an amount equal to 88 percent of the premium of the standard plan. Further, the proposal gives the City an option to offer a less expensive plan. In that case, the City would also pay an amount equal to 88 percent of the standard plan toward the cost of the premium.

## Position of the Union

The proposal of the Union is to retain the current language that requires the City to maintain comparable coverage. The Union points out that the current language provides some flexibility in that the City may obtain quotes from up to three carriers. Although it is required to select the plan which most closely resembles the plan in existence, an exact match is not required. The Union's proposal requires the employees to continue to pay 12 percent of the premium cost. In addition, the proposal maintains the current stipulation that the City is not required to exactly match the current policy, and the City maintains the right to determine the insurance carrier.

The Union asserts that the proposal of the City would result in great uncertainty in health care expenses for bargaining unit members. The Union notes that the proposal of the City would allow policy changes in the event that premiums increase by more than three percent. Since the premium increase has been more than three percent in all but two years since 1999, there is no reason to expect that premiums will have annual increases of three percent or less during this agreement.

The Union contends that it is beneficial to continue to keep all City employees under the same plan. It notes that, in prior years, the City argued during fact finding that it is important to keep all employees under the same plan.

The Union points out that the City has agreed to the language in its proposal for all three of the police bargaining units in the City. It points out that the fact finder in the negotiations with the fire fighters stated that the City enjoys an excellent premium rate for its insurance. The fact finder for the fire fighters did not recommend the proposal of the City that would have permitted it to make significant changes to health insurance coverage. Further, a recent fact finding report for the AFSCME unit also rejected the proposal of the City to allow major changes in health insurance. These fact finders

had found that the City had not met its burden to provide compelling evidence that a change was needed in the *status quo*.

The Union emphasizes that, in this case, the City has the burden of persuasion because it is proposing a change from the prior contractual language.

### Recommendation

For at least the last 10 years, providing health insurance coverage has been a major issue in almost all collective bargaining negotiations. Premium increases for health insurance have been very unpredictable. However, the clear trend over time points to significant increases in health insurance costs. A lack of ability to accurately forecast future expense is one of the most difficult problems to resolve in managing a budget.

Troy's experience has reflected a wide fluctuation in premium cost. For example, in 2001, the cost increased by 27 percent. In 2002, the increase was over 16 percent. Some increases have been more modest, such as a 4.8 percent increase in 2004. In addition, in 2005, there was a one percent decrease, and, in 2009, there was a three percent decrease. However, the City correctly points out that increases have averaged over seven percent going back to 1994. The fact finder notes that this includes relatively small increases during the period from 1994 to 1998.

There are numerous theories and opinions as to the reason for the rapid increase in health insurance cost. The long term effect of the recently enacted federal health insurance legislation is unknown at this time. While one of the goals of the legislation is to provide some stabilization of costs, there is no assurance that this goal will be accomplished.

The issue before the fact finder is rather narrow in that it relates to specific language in the agreement for this bargaining unit. As the Union has pointed out, the party proposing a change in the *status quo* bears the burden of persuasion. This fact finder is also of the opinion that major changes in languages are, in most cases, better accomplished thorough negotiations between the parties rather than through recommendations by outsiders, such as fact finders.

In this case, employees are understandably fearful that the language proposed by the City could result in significantly greater out of pocket expenses. Their concern is that, in the City's effort to control premium costs, employees may end up incurring significantly greater out of pocket expenses; particularly if they have the unfortunate experience of having serious medical problems.

The language proposed by the Employer does provide some restraints on the Employer's ability to make changes to health insurance coverage. It does contain a requirement that the coverage be as comparable as possible to the previous plan. It also provides that plans will be reviewed by the insurance committee. Perhaps most significantly, the City's proposal provides that the plan offered to bargaining unit members must be at least as favorable as the plan offered to non-represented employees. Since non-represented employees include City management, one would anticipate that the plan would represent a reasonable approach to paying for medical expenses. On the other hand, many non-represented employees are more highly compensated, and are thus better able to cope with increased out of pocket expenses than are the members of this bargaining unit.

The City is quite properly attempting to take a proactive approach to addressing the uncertain nature of health insurance costs. It is unrealistic for employees to expect the current type of policy to remain in place forever. The City correctly notes that the current policy is unusual in its lack of any deductibles or co-insurance. One method of controlling health insurance costs is to require employees

to share some of the costs. This is normally done through deductibles or co-insurance. Another method is to require employees to shoulder more of the premiums. Some employers have successfully utilized some form of “health savings accounts.” These accounts provide employees with an incentive to select medical services more wisely.

The fact finder's main concern with the City's proposal is that it allows the City to take whatever steps are necessary to keep premium increases at three percent or less. Given the past experience as to the increase in premiums, significant changes may have to be made to insurance coverage in order to keep premiums at a three percent annual increase. Another concern is that many of the other bargaining units have reached an agreement that retains the current language. If the City eventually has two different policies, costs could increase due to the fact that smaller risk pools generally results in higher health insurance premiums.

The fact finder does not believe that it would be wise to recommend the City's proposal. The changes that would be required to maintain a premium increase of three percent or less could be drastic. Employees would have little control over the types of changes that would be required. For this reason, a change of this nature is one that should be negotiated by the parties.

Under the proposal of the Union, this collective bargaining agreement would have the same insurance language as the agreements between the City and other bargaining units in the police department. The fact finder believes that such consistency is the best practice. Therefore, the fact finder recommends the adoption of the proposal of the Union for Article 34, Medical and Life Insurance Coverage.

### Article 35 - Uniforms

Currently, the employees in this bargaining unit are required to wear uniforms. The uniforms consist of a short or long sleeve "polo" type shirt, and beige cotton-polyester slacks. The shirts have lettering and a City of Troy logo. The current agreement provides that the shirts and slacks are replaced through a "quartermaster" system. Under this system, employees exchange clothing when it is no longer suitable to wear to work.

The clerks work in the Police Department headquarters. They perform miscellaneous clerical duties. They also greet visitors at a window in the lobby. They accept money for fines. They also provide various types of reports to members of the public who come to police headquarters. In addition, the clerical workers are sometimes required to act as observers for females who are arrested. They have been required to observe females providing urine samples, and have accompanied arrested females to the restroom.

### Position of the Union

The Union proposes that bargaining unit members receive an annual clothing allowance of \$700.00 for the purchase of uniforms, clothing, underclothing, and other items approved by the Police Department. The Union asserts that it is beneficial to the City for employees to wear uniforms. It opposes the proposal of the City that would eliminate uniforms for the clerks.

The Union points out that the clerical employees in the bargaining unit have duties that differ from other clerical employees in the City. The Police Department clerks work with the public and along the side of uniformed police officers. The wearing of uniforms gives the clerks identification as Police Department employees. The Union argues that this is particularly important because of the fact that

these employees sometimes must act as observers for females in police custody.

The Union also asserts that the current quartermaster system is not working. Employees have had problems obtaining replacements for worn, faded or torn clothing. The Union notes that, if the uniform requirement is eliminated, clerks would have to buy all new clothing for work. They would be subjected to a City rule which prohibits employees from wearing clothing that is damaged, faded, torn, or stained. The Union points out that this is rather ironic, given the problems the employees have had under the current system.

Therefore, the Union proposes a clothing allowance that would allow the clerks to make judgments as to when items need to be replaced. The Union points out that the City, in 2001, passed ordinances regarding uniforms for Fire Department clerical workers, and parking meter officers in the Police Department. These employees were permitted a clothing allowance of \$700.00 per year with a maximum \$350.00 carryover from year to year. The Union asserts that it is only asking for the same clothing allowances that other employees were given in 2001.

#### Position of the City

The City proposes that the requirement for clerks to wear uniforms be abolished. The City would continue to require custodians to wear uniforms. The City asserts that the police clerks are working in an office environment and are unlikely to have their clothes damaged. However, custodians work with chemicals, and have other duties where damage is more likely to occur.

The City argues that the wearing of uniforms is not necessary for police clerks. It asserts that other clerical employees in the City wear civilian clothing. The City asserts that the furnishing of uniforms to clerical employees in this bargaining unit represents an unnecessary expense. The City

asserts that this is one way in which the City can reduce cost. The City notes that it is attempting to take all possible measures to reduce expenses in view of declining tax revenue.

### Recommendation

Both current police clerks were present at the fact finding hearing. They gave anecdotal evidence regarding their experiences with the quartermaster system. They stated that have been required to continue to wear shirts and slacks that are faded or stained. Both clerks expressed their desire to continue to wear uniforms, as they feel it identifies them as a member of the Police Department. Other Police Department employees wear uniforms. The evidence shows that the clerical employees in this bargaining unit are often face to face with members of the public. They also occasionally perform quasi-law enforcement activities, such as acting as observers of females who are arrested. In some cases, these females are intoxicated or combative.

The fact finder agrees with the Union's argument that it is desirable for the clerical employees to continue to wear uniforms. Both parties agree that custodians should continue to wear uniforms. The clerks testified that the cost of a long sleeve shirt is \$25.00, and a short sleeve shirt is \$20.00. In addition, there is a \$5.00 cost for the logo. The cost of the slacks was not discussed. However, considering the cost of the clothing, the proposed amount of the clothing allowance seems excessive. The City is attempting to reduce expenditures, and the Union has not justified the necessity of a clothing allowance of \$700.00. While some other clerical employees were given \$700.00 uniform allowances in 2001, no information has been presented as to the cost of those uniforms.

The Union has not presented sufficient evidence to justify the \$700.00 expenditure. Therefore, the fact finder will recommend the proposal of the Union, except that the clothing allowance shall be \$500.00 per year, with a maximum carryover of \$250.00 per year, beginning in 2011. The uniform

allowance will be \$250.00 for the remainder of 2010, which may be carried over into 2011.

Presumably, since the quartermaster system has been in place during the first six months of 2010, some replacements for uniform items have been provided under that system. Thus, it would be inappropriate to provide the entire \$500.00 uniform allowance for 2010.

The following language is recommended:

Section 35.1 For 2010, each employee shall receive a yearly clothing allowance of \$250.00 to be used for the purchase of uniforms and clothing. The entire amount may be carried over to 2011. For 2011 and 2012, each employee shall receive a yearly clothing allowance of \$500.00 to be used for the purchase of uniforms and clothing. This allowance may be used for the purchase of uniforms, clothing, underclothing, and any other departmentally approved items acceptable and applicable to police clerk/custodian work. No unused accrual greater than \$350.00 may be carried over from one year to the next. The Uniform allowance shall be made within two pay periods of the signing of this agreement and annually in the month of January thereafter.

Section 35.2 - Union Proposal

Section 35.3 - Union Proposal

Section 35.4 - Union Proposal

### **Article 36 - Wages**

Both parties have proposed a general wage increase of two percent for each year of a three year agreement. The parties are not in agreement as to the beginning date of the raise for 2010. This issue will be discussed in the Duration section. The other difference is that the Union proposes a change in the top wage of the police department clerks, based upon wages paid to other clerks in the City.

The City does not assert that it has inability to finance the pay increases proposed by the Union. Therefore, to a certain extent, a discussion of the City's finances in regard to the wage proposal is irrelevant. In addition, given the fact that the City and the Union have both proposed a two percent wage increase, the wage increase paid in comparable jurisdictions is not as important as in most fact

finding situations, where the parties have proposed significantly different wage increases.

### Position of the Union

The major difference in the proposal of the City and the Union is the Union's proposal to increase the level of the compensation for a police clerk with over 12 months of employment. The 2009 wage for the clerk in this classification is \$16.56 per hour. The Union proposes that this be increased by 12.2 percent to \$18.59 per hour in 2010.

The Union argues that one of the clerks in the Income Tax Department has a 2010 base pay rate of \$18.59 per hour. The Union also points out that a clerk in the service director's office has a 2010 pay rate of \$18.59 per hour. The pay rates of these clerical positions are the primary basis for the proposal of the Union.

The Union also contends that the wage increase is justified by the nature of the duties of the clerks in the bargaining unit herein. As has been previously noted, these clerks occasionally have to interact with potentially unruly individuals who have been arrested. Sometimes, these clerks are required to be alone with an arrested female. This places them in some danger of injury in the event that a detainee becomes combative. The Union points out that those clerks in other departments are not required to perform duties in which they might face an individual in police custody.

The Union notes that the cost of providing of the requested wage increase for the clerk would cost the City \$21,624 over three years. It notes that the City has spent funds on other projects of questionable value. It asserts that the City agreed to spend up to \$65,000 to paint underneath the stands of the Troy Memorial Stadium, and the City authorized a contract for \$31,500 for fireworks. The Union also notes that the City received a large refund from Dayton Power and Light in the amount of \$88,000.

Further, it contends that 207 new jobs were added in 2008 by employers in Troy. These jobs have an annual payroll of \$10.5 million.

### Position of the City

The City opposes the Union's proposal to increase the wage of the clerks. It argues that the Union has selected two isolated comparisons, and has not provided any justification to support its argument. It also contends that the issue of comparability among clerks is an old issue that has been discussed previously and has remained unresolved.

The City argues that it is offering the bargaining unit members wage increases of two percent each year. It asserts that this is a reasonable offer. The offer is consistent with the wage increases of non-represented employees for 2010 to 2012. It notes that, in comparable cities, the average 2010 wage increase is only 1.4 percent. In addition, approximately one-half of the cities surveyed are not granting any wage increase in 2010.

The City also notes that a nearby city, Piqua, has a records clerk, which is a position similar to that of the clerks in this bargaining unit. The pay range is from \$11.60 per hour to \$14.81 per hour in Piqua. In contrast, Troy pays a starting wage of \$13.38 per hour and a top wage of \$16.56 per hour after only 12 months. It points out that this wage is almost 12 percent greater than the top wage for a records clerk in the City of Piqua.

The City has been facing a significant decline in income tax, which is the major source of revenue. Certainly, the overall economy in the City is stronger than many other cities in the region. There are many reasons for guarded optimism as to the eventual recovery of the local economy. However, there is also a great deal of uncertainty. Some of the jobs that have been lost in the last three

years may not come back, even if economic conditions improve. Companies that have closed or have consolidated will not bring the number of employees up to previous employment levels.

### Recommendation

On this issue, the Union is proposing a change in the *status quo*. In essence, it is proposing that the current wage classification for police clerks be made equal to the wage of certain other clerks employed by the City. Since the Union is proposing the change, it has the burden of establishing that there is compelling evidence for the change. The fact finder does not believe that the Union has presented sufficient evidence to justify an increase from \$16.56 per hour to \$18.59 per hour.

The fact finder observes that various clerks in the City are paid different rates. It appears that some clerks are paid less than bargaining unit members, while other clerks in the City are paid more. Without detailed information concerning the duties of the individual positions, it is not possible to conclude that the clerks in the bargaining unit are underpaid relative to other clerks in the City. The fact finder notes that the top paid clerk in many other departments has the same wage that is set forth in the City's proposal for bargaining unit clerks. This includes the clerks in the fire department.

Certainly, there is evidence that clerks in this bargaining unit are exposed to more potentially unruly individuals than are many other clerks. However, the frequency of this type of activity has not been established. Presumably, in these situations, police officers are in close proximity and can provide immediate assistance. There is no evidence that any police clerk has ever been injured or harmed as a result of the quasi-law enforcement activities.

Fortunately the finances of the City of Troy have been well managed. The prudent management has provided the City with a relatively strong balance sheet. However, as the Employer points out, if current trends continue, the City could be facing serious financial problems several years from now.

The fact finder does not believe that the Union has submitted sufficient evidence to justify the proposed wage increase for clerks. The proposal of the City for a wage increase of two percent per year will be recommended for adoption by the parties.

#### Article 40 - Duration

Both parties have contended that the other party was primarily responsible for the delays in the negotiating process. It is difficult to discern which party was more responsible. However, it is the observation of the fact finder that some of the delay was due to the fact that several other collective bargaining agreements, with significantly larger bargaining units, were being negotiated at the same time.

#### Position of the Union

The Union asserts that the wage increases should be effective as of January 1, 2010. It asserts that it has agreed to a three-year contract and has agreed to a two percent per year wage increase. However, if the wage increase does not go into effect until after this fact finder's report is issued, employees would not see a true two percent wage increase for 2010.

### Position of the City

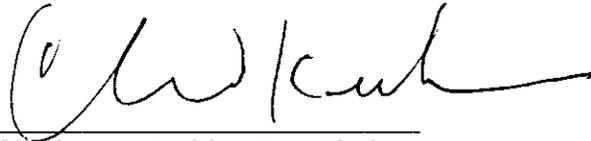
The Employer proposes that wage increases become effective upon the signing of a new agreement. It asserts that making a wage increase retroactive acts as a disincentive to prompt settlements. It asserts that if retroactivity is granted, employees have little incentive to effectively negotiate and make an effort to reach agreement as soon as possible. The City has offered two fact finding reports by the same fact finder that support its proposition. The fact finder stated that retroactivity is not appropriate in the absence of a specific promise to the contrary.

### Recommendation

In this case, the fact finder notes that patrol officers, police sergeants, and police captains agreed with the City to retroactivity to March 1, 2010. In order to treat employees equally, it is reasonable to apply the same retroactivity date to the employees in the bargaining unit herein. The fact finder will not attempt to determine who was at fault in delaying the negotiations. The fact finder appreciates the Union's position that a lack of retroactivity will result in a pay raise of less than two percent for 2010. However, retroactivity to March 1, 2010, would be appropriate based on the evidence that this was the date agreed to by the other safety force units. These other bargaining units are represented by the Union.

Therefore, the fact finder will recommend a three-year agreement effective from January 1, 2010, to December 31, 2012. However, the wage increases will be retroactive to March 1, 2010. In addition, the uniform allowance will be implemented in the manner set forth in this report.

The above recommendations are respectfully submitted to the parties for their consideration.

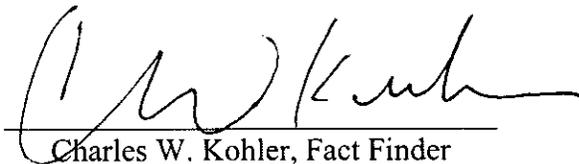


Charles W. Kohler, Fact Finder

### CERTIFICATE OF SERVICE

I do hereby certify that on this 1st day of July 2010, a copy of the foregoing Report and Recommendations of the Fact Finder was electronically served upon Barry L. Gray, Staff Representative at [bgfopolc@hotmail.com](mailto:bgfopolc@hotmail.com), and Thomas C. Funderburg, Assistant Director of Public Service & Safety at [thomas.funderburg@troyohio.gov](mailto:thomas.funderburg@troyohio.gov).

I do hereby certify that on this 1st day of July 2010, a copy of the foregoing Report and Recommendations of the Fact Finder was served on Barry L. Gray, Staff Representative , 5752 Cheviot Road, Suite D; Cincinnati, Ohio 45247; <mailto:markscranton.fopolci@yahoo.com>, and Thomas C. Funderburg, Assistant Director of Public Service & Safety , at 100 South Market Street, Troy, Ohio 45373; and Administrator, Bureau of Mediation, State Employment Relations Board; 65 East State Street, 12th Floor; Columbus, Ohio 43215-4213; each by regular U.S. Mail, postage prepaid.



Charles W. Kohler, Fact Finder