STATE EMPLOYMENT
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2010 APR 12 A 11: 40

FACTFINDING TRIBUNAL
STATE EMPLOYMENT RELATIONS BOARD
COLUMBUS, OHIO

IN THE MATTER OF FACTFINDING BETWEEN	:	
THE CITY OF DEERPARK, OHIO CLERICAL EMPLOYEES; AND, SERVICE DEPARTMENT EMPLOYEES, PUBLIC EMPLOYER	:	
-AND-	:	**REPORT OF THE FACTFINDER**
TEAMSTERS LOCAL UNION 100, EMPLOYEE ASSOCIATION	:	

SERB CASE NO(S).: 09-MED-10-1260-Clerical Department
09-MED-09-0877-Service Department

BARGAINING UNIT:

I. Clerical Department – The Bargaining Unit consists of Income Tax Clerks and the Secretary to the Safety Service Director.

II. Service Department – The Bargaining Unit consists of Skilled Laborers, Equipment Operators, Drivers, and the Working Foreman.

FACTFINDING HEARING: March 23, 2010; Deer Park, Ohio

FACTFINDER: David W. Stanton, Esq.

APPEARANCES

FOR THE EMPLOYER:

Jeffrey S. Vollman, Law Director
Michael J. Berens, Safety-Service Director
John C. Applegate, Auditor

FOR THE UNION:

Susan D. Jansen, Attorney
Troy H. Stapleton, President
Chris R. Brinkman, Negotiations Committee
Ron Schwettman, Negotiations Committee
Janet Lichtensteiger-Kelly, Negotiations Committee

ADMINISTRATION

By e-mail correspondence dated January 27, 2010, from the Susan D. Jansen, Attorney for the Union with copy to Jeffrey S. Vollman, Law Director for the City of Deer Park, the undersigned was notified of his mutual selection to serve as Factfinder to hear arguments and issue recommendations pursuant to Ohio Administrative Code Rule 4117-9-05(j); in an effort to facilitate resolution of the "Wages" and "Health Insurance" issues that remained at impasse between these Parties. The impasse resulted after attempts to negotiate successor Collective Bargaining Agreements proved unsuccessful. The Parties agreed to consolidate the Clerical Department Unit and Service Department Unit impasse for consideration in this proceeding. Through the course of the administrative aspects of scheduling this matter, the Factfinder discussed with the Parties the overall Collective Bargaining relationship and the current atmosphere that existed between them relative thereto and learned that overall these Parties have enjoyed an amicable Collective Bargaining relationship.

Prior to the commencement of the Factfinding Proceeding conducted at the Administrative Offices of the City of Deer Park, the Factfinder offered, and each Party respectfully declined, the opportunity to engage in Mediation prior to the presentation of evidence concerning the Factfinding Hearing. The Factfinding Hearing was conducted on March 23, 2010, wherein each Party was afforded a fair and adequate opportunity to present testimonial and/or documentary evidence supportive of positions advanced. The evidentiary record of this proceeding was subsequently closed at the conclusion of the Factfinding Proceeding and those two (2) issues concerning Wages and Health Insurance that remain at impasse are the subject matter for the issuance of this Report with recommendations and rationale set forth hereunder.

STATUTORY CRITERIA

The following findings and recommendations are hereby offered for consideration by the Parties; were arrived at based on their mutual interests and concerns; and, are made in accordance with the statutorily mandated guidelines set forth in Ohio Administrative Code Rule 4117-9-05(k) which recognizes certain criteria for consideration in the statutorily recognized Factfinding process as follows:

1. Past collectively bargained agreements, if any, between the Parties;

2. Comparison of unresolved issues relative to the Employees in the Bargaining Unit with those issues related to other public and private Employees doing comparable work, giving consideration to factors peculiar to the area and classifications involved;

3. The interest and welfare of the public and the ability of the public employer to finance and administer the issues proposed and the effect of the adjustment on a normal standard of public service;

4. The lawful authority of the public employer;

5. Any stipulations of the Parties; and,

6. Such other factors not confined in those listed above, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed upon dispute settlement procedures in the public service or in private employment.

THE BARGAINING UNITS DEFINED; ITS DUTIES AND RESPONSIBILITIES TO THE COMMUNITY; AND, GENERAL BACKGROUND CONSIDERATIONS

This represents the Parties' efforts to negotiate a successor Collective Bargaining Agreement for the Clerical Unit and the Service Department Unit Collective Bargaining Agreements between the City of Deer Park, Ohio hereinafter referred to as the "City" and/or the "Employer", and those Employees within the Clerical Bargaining Unit and the Service Department Bargaining Unit represented by the International Brotherhood of Teamsters Local 100 hereinafter referred to as the "Union". The Parties have indicated to the Factfinder that they have indeed engaged in prior negotiation sessions even though those dates were not made available. In the course thereof, the Parties were able to reach tentative agreement on all remaining issues other than those pertaining to across-the-board Wage increases and certain aspects of Health Insurance entitlement as it relates to premium increase contribution caps and how those impact the overall Health Insurance benefit.

During the course of the administrative aspects, the Factfinder proposed to the Parties to engage in Mediation efforts with his assistance and initially the Parties were receptive to that proposal; however, as was indicated, each Attorney at the Factfinding Proceeding was not at the bargaining table with their respective Party, and the makeup of the City Council, as indicated, had changed. Prior to the presentation of evidence at the Factfinding Hearing, the Factfinder

again proposed to engage in Mediation efforts, which were respectfully declined. The Factfinding Proceeding commenced forthright with the presentation of evidence and it is apparent that these Parties have made great strides in reaching tentative agreements on all other issues contained in the predecessor Collective Bargaining Agreements except for those pertaining to Wages and Health Insurance. As such, those issues and those items to which the Parties have tentatively agreed will be recommended for conclusion in each successor Collective Bargaining Agreement as the tentative Agreements as represented.

Teamsters Local 100 is the certified, exclusive Collective Bargaining Representative for these two (2) separate Bargaining Units – the Clerical Unit consisting of Income Tax Clerks and the Secretary to the Safety Service Director, Michael J. Berens. There are three (3) employees within this Bargaining Unit. The Service Department Collective Bargaining Unit consists of those Employees including Skilled Laborers, Equipment Operators, Drivers, and the Working Foreman. There are currently five (5) employees within this Bargaining Unit. As previously indicated, the Parties agreed to consolidate the impending impasse relative to these two (2) Collective Bargaining Units to have this Factfinder hear evidence and issue recommendations with rationale relative to outstanding issues concerning Wage rates and Health Insurance premium contribution caps. The two Collective Bargaining Units being consolidated for consideration under this component of the statutory process are nonetheless separate Bargaining Units with separate Bargaining Agreements with the City of Deer Park. Each Collective Bargaining Agreement has an effective date of January 1, 2007 through December 31, 2009. When the Parties recognized that the impasse existed culminating in the triggering of the statutory process, they agreed to extend the terms and conditions of the current Collective Bargaining Agreement while the negotiations continued and pursuant to a Retroactivity Agreement submitted into evidence any negotiated increases and/or economic items would be retroactive effective with the first pay period of calendar year 2010.

The City located within Hamilton County has a population of approximately 6,000 and is governed by a Mayor and eight (8) City Council Members. The Service Department Bargaining Unit has five (5) full-time Employees, including a Foreman, which is responsible for the general maintenance of all City owned properties, including roadways, buildings, vehicles and public grounds. Those consist of approximately 19 miles of City streets and includes the painting of lines on the streets, crosswalks, pothole repair, maintaining of signage including street signage,

sidewalk, and curb repair, repairing storm sewers, cleaning and maintaining catch basins, snow removal and fall leaf collection. This Bargaining Unit also maintains the public parks and all public grounds including grass cutting, sports field maintenance, landscaping, and the planting of trees. It also provides building maintenance and general janitorial services to all public buildings and preventative maintenance of its fleet of vehicles.

As the name suggests, the Clerical Department engages in administrative and secretarial services and includes Income Tax Clerks, which perform duties attendant with the assessment and collection and other tasks associated therewith concerning tax collection, etc.; and, the Secretary to the Safety Service Director who performs administrative functions and serves as an Assistant to the Safety Service Director. The Safety Service Director, as identified in the Factfinding Proceeding, is Michael J. Berens. Both he and City Auditor, John C. Applegate, testified relative to the City's overall financial status and, as the record demonstrates, the City had apparently discussed wage increases of 2.5%, 2.75% and 2.75% for calendar years 2010, 2011 and 2012 respectively, and that it would split any future monthly premium increases 50/50 with Employee contribution caps of $125, $140 and $155.00 per month for those Contract years, respectively. As the evidence of record further demonstrates, the City Council Members changed, the City revisited its financial outlook, and it determined that what was previously discussed was simply not in the City's financial interest to continue to represent. A great deal of emphasis was placed upon the current infrastructure with respect to the City streets and a Street Maintenance Paving Study was provided as evidence for the Factfinder's review with an annual cost over the next 12-15 years of approximately $280,000-$350,000, annually.

The evidence also demonstrates that a five-year levy was placed on the ballot in 2007 in order to keep the City solvent. The City emphasized that despite the levy it still would recognize a slight deficit at the end of 2012 with increasing debts/deficits the following years. As with most jurisdictions, foreclosures were up, businesses have left and overall tax collections have been adversely impacted. This small City has lost its only grocery store and a replacement tenant for that space has not been obtained. One of its schools will be closing and merged into another school with many of the Employees relocating to that area. Suffice it to say that the economic climate nationally has adversely impacted this jurisdiction as it has with most others throughout the State of Ohio.

Based on this component of the statutory process, the Factfinder is required to consider comparable Employee Units with regard to their overall makeup and services provided to the members of their respective communities. As is typical and is required by statute, both Parties, in their respective Pre-hearing Statements provided prior to the commencement of the receipt of evidence in support thereof, have relied upon comparable jurisdictions and/or municipalities concerning what they deem to be "comparable work" and/or based on "comparable jurisdictions" provided by these Bargaining Units. These Parties have also relied upon what is recognized internally with respect to other Bargaining Units, particularly the Police Department, as recognized by the City of Deer Park. However, as is typically apparent, there is no "on point" comparison relative to this Bargaining Unit concerning the statutory criteria as will be discussed further by the Factfinder based thereon.

It is, and has been, the position of this Factfinder, that the Party proposing any addition, deletion or modification of either current contractual language; or, a *status quo* practice where an initial Collective Bargaining Unit may exist, bears the burden of proof and persuasion to compel the addition, deletion or modification as proposed. Failure to meet that burden will result in a recommendation that the Parties maintain the *status quo* whether that is the previous Collective Bargaining language or a practice previously engaged in and recognized as such by the Parties. Based thereon, the Union, who is seeking enhancements to the Wage rates of these Employees and improvements in the Employee contribution caps under the Health Insurance provision, bears the burden of proof and persuasion in relation thereto. There has not been any evidence to suggest the City is currently faced with any inability to pay. In fact, based on previous increases recognized by the Police Department and the Safety Service Director, there is, in the opinion of the Factfinder, evidence to suggest that the City can afford certain enhancements relative to these two (2) unresolved benefits.

Based on the Parties articulation of the issues, the impact any recommendation may have on those articles and the City's ability to financially support those, are subject for consideration based on the statutory criteria and the comparable data provided. As previously indicated, those issues that are not subject for consideration of this Report with recommendations and supporting rationale which were subject to tentative agreement are recommended for inclusion in the successor Collective Bargaining Agreements for these two (2) separate and distinct Collective

Bargaining Units. Moreover, it is recommended that those Articles that remained unchanged be transferred for inclusion into the successor Collective Bargaining Agreement as such.

Accordingly, the following issues remaining at impasse between these Parties are listed as follows and are the subject matter for the recommendations contained herein.

ISSUE I. **Wages:** **Article 27 – Service Department Bargaining Unit Contract;**
Article 24 – Clerical Department Bargaining Unit Contract.

Union Position

The Union proposes wage increases of 3-1/2% effective the first pay period of Contract years, 2010, 2011 and 2012 respectively. It contends that such is fair, reasonable, and necessary for these Employees to maintain the current comparable ranking with other Bargaining Unit Employees in similar jurisdictions doing comparable work. The Union surveyed other jurisdictions with populations between 4,000 and 10,000 within a 50-mile radius of the City of Deer Park that performed what it characterizes similar Bargaining Unit functions. The City's population is approximately 6,000 so the population perimeter is within those limits. Based on the jurisdictions it has relied upon, the City of Cheviot; the City of Harrison; the City of Hillsboro; the City of Madeira; the City of Moraine; the City of Oakwood; the City of Silverton; the City of St. Bernard; and, the City of Wyoming, those jurisdictions' average wage increase was 3.26% increases in 2010, a 3.33% in 2011, and a 3% increase in 2012, and the Service Department Employees are paid approximately $1.31 below average after being on the job for a period of three (3) years, and $3.74 below average when they have reached the top step in the step progression.

Based on the SERB regions 2 and 5 of Ohio Cities for the "Service Worker Wage Rate" comparison, the average of comparable Ohio cities for the entry rate, excluding the City of Deer Park, was $17.40 per hour, with the City of Deer Park entry rate of $17.84, which represents a .44-cent advantage for the entry rate. However, the Union emphasizes that the rate after three (3) years for those regional cities' average, compared to the City of Deer Park, at two years is $1.31 below and $3.74 below the average at the top rate, which for the City of Deer Park is after two (2) years and the average of regional cities is after an average of 5-1/2 years.

The Union also emphasizes that internally the Police Department Employees will receive 3-1/2% increase in both Contract years 2010 and 2011, respectively. It also emphasizes that the Safety Service Director is scheduled to receive a 3% increase in each of those calendar years. For Contract year 2007, the Police Department received a 1/2% increase above these two Bargaining Units as was the case in 2008, while the Safety Service Director and the Police Chief received a 4% increase for 2009.

The Union contends that in order to maintain comparability internally and externally it should realize the same increase of 3-1/2% for 2010 and 2011, comparable to the Police Department while recognizing that such would certainly increase its ranking recognized based on external comparability.

For these reasons, the Union urges its proposal.

City Position

The City contends that a wage increase for the three-year Collective Bargaining Agreement for each Unit be 0% for the first year, 2010; .5% for 2011; and, 1% for 2012. It emphasizes that the City's infrastructure relative to roadways and streets based on the dismal condition as they currently exist will require additional funding, as set forth in the Pavement Management Study performed by Brandstetter Carroll, Inc. contained in the supporting documentation presented during the Factfinding Hearing. It contends the proper comparables within Hamilton County are the cities of Silverton, Lockland, North College Hill, Harrison, Wyoming, Madeira, and Mount Healthy wherein comparable positions show an average of $17.30, which is $.68 below that of Deer Park. In fact, in each of the categories it has provided - Tax Clerk, Deputy Tax Clerk, Administrative Assistant/Receptionist, Service Worker and Service Foreman - the "average" is below that recognized within the City of Deer Park.

Moreover, it references the Center for Local Government Pay Data Report wherein the numbers support its position herein relative to these Employees within the two (2) distinct Bargaining Units. It emphasizes that given the social characteristics of this area, as well as, the median earnings, the raises it proposes would maintain that standing within like Units within Hamilton County. It emphasizes that the unemployment rate is higher; therefore, foreclosures have reached unprecedented highs consequently adversely impacting the City's ability to collect taxes, and given its small jurisdictional boundaries it has to exercise financial prudence with respect to any monetary or economic enhancements it contracts for.

With respect to the Police Department, the Safety Service Director emphasized that it is indeed imperative that it maintain comparability based on its ability to maintain its force given the fact that other Officers, after receiving training, have left for other jurisdictions for increased pay and benefits. In this regard, such justifies its need to continue to provide those benefits for its Police Department. It also emphasizes its efforts to remain solvent while also seeking and obtaining funding for matters of critical importance such as road improvements, as substantiated in the Brandstetter Carroll Report.

The City Auditor testified that its "Income Tax Department Monthly Report of Collections and Refunds" shows a 2009 year to date decrease of 18% and a projected reduction in Income Tax Collections of $206,000 in 2010. Moreover, while it concedes that a five-year levy was obtained, it expires in 2012 and the City is expecting a deficit of approximately $101,000 General Fund Annual Cash Flow balance projected by December 31, 2012.

The City also emphasizes that a major supermarket, Remke Market, closed in September 2009 after 14 years of operation within the City, and that St. Nicholas Academy, in an effort to expand, will relocate to the City of Reading, thereby taking those jobs to that City.

Based on these circumstances, the City emphasizes that its proposal for Wage increases be recommended.

RECOMMENDATIONS AND RATIONALE

It is recommended that the Parties adopt a Wage increase, in base wages, for each Bargaining Unit represented herein, at a rate of 2-75% for year one, 2.5% for year two, and 2.5% for year three of the successor Collective Bargaining Agreement effective on the first pay date retroactive thereto beginning in 2010.

While the Factfinder is indeed mindful of the infrastructure crisis relative to streets and maintenance thereof, it is imperative that the City recognize the importance of maintaining not only internal equity, thus impacting the overall morale of its Employees, but also that of a sense of loyalty to these Employees in comparison to that extended to members of the Police Department, the Police Chief and the Safety Service Director. With respect to comparability of the functions performed by these two Bargaining Units with that of the Police Department, it is not an "apples-to-apples" comparison. A great deal more training goes into training a Police

Officer as opposed to that of the clerical Employee or that of a Service Department Employee. Moreover, those positions do not face day-to-day serious risk of bodily injury and/or harm, and sometimes death, with respect to the performance of their normal work duties. Safety Units invariably are compared with other Departments within a City's structure as they relate to internal comparability and a City's ability to fund such expenditures, and, quite frankly, those comparisons are not equal and/or comparable. The component of morale and internal equity is indeed important and a factor in a determination of this nature, but a comparison of these Employees with those within the Police Department within a City structure is simply distinguishable. They do not perform like duties, therefore, comparability is not found as compared to other like units.

The Parties have provided the Factfinder with comparable jurisdictions - the City's within Hamilton County and the Union's both within and outside the confines of Hamilton County and South Central Ohio. The benefit that these Employees realize is that they "top out" after a shorter period of time than most, if not all, of the jurisdictions relied upon in the studies. It appears that these Employees top out at the highest rate of pay after two (2) years so the step progression is certainly beneficial in their ranking with other jurisdictions and would certainly provide an incentive to retain these Employees within this City. Moreover, certain Employees who have left the employment of the City have returned given the fact that they do indeed make a greater income within the City of Deer Park. These factors are indeed important when addressing these recommendations and ultimately come down to a consideration that the City is indeed loyal to these Employees as well, wishes to retain these Employees, and providing the economic enhancements and benefits contained within the entire Collective Bargaining Agreement, certainly suggests to the Factfinder that it, too, is loyal to this Bargaining Unit as was characterized as being extended to the Police Department, Safety Director and Police Captain.

Given this dismal national, regional, and local economic climate it is indeed imperative that Employers, Cities, Counties, Municipalities and Townships exercise financial prudence when contracting for services with Bargaining Units. This City has recognized the importance of providing a fair wage and benefit package to the Employees for retention purposes. The City has realized an 18% decrease in its tax base consequently affecting its overall General Fund, which is not uncommon within the State of Ohio based on this economy. What is worthy of noting is the

fact that the current levy expires in 2012 and the projections of the City were that of a deficit of approximately $100,000.00. Nonetheless, based on the City's Wage proposal, 2012 was the year in which the largest increase was proposed.

As indicated by City Auditor Applegate, a 1% increase, based on an average salary of $31,000.00, equates to $310.00. The year one obligation at 2.75 % equals $852.50 per Employee or approximately $7,000.00 for the eight (8) Employees affected. Moreover, while the Police Department realized a reasonable wage increase, these Employees should not be "saddled" with the obligation to sacrifice their ability to earn reasonable wages to fix the current infrastructure problem that has admittedly existed for some time.

Based on the Factfinder's observance of internal comparability, as well as, that externally, it is evident that the City is financially capable to reward these two small groups of Employees. As indicated, a 1% increase would not be substantial given the small number of Bargaining Unit Employees in each Unit. The recommendation, as previously set forth, takes into consideration these factors and the important consideration that these Employees should not be saddled with the current brunt of the financial crisis as characterized by the City.

Based thereon, it is recommended that the Parties adopt a Wage increase, as previously indicated, of 2.75% effective the first pay period 2010, retroactive; 2.5% effective the first pay period 2011; and, 2.5% effective the first pay period of 2012.

ISSUE II. **Insurance**

Article 22, Section 2-Clerical Collective Bargaining Agreement.

Article 25, Section 3-Service Department Collective Bargaining Agreement.

Union Position

The Union proposes that single coverage continue to be fully paid by the Employer and during the course of the Factfinding Proceeding, modified its initial proposal, and deleted the proposal that the Employees pay 20% of the additional premium amount per month in 2010 and for the remainder of the Contract. That language was deleted, and, therefore, not subject for consideration herein.

The Union does propose that a cap be placed on the monthly premium increases with the Employee contribution caps of $120.00 for 2010, $130.00 for 2011, and $140.00 per month in

2012. The Union contends that such is designed to achieve parity with the Police Department Employees who currently enjoy a cap of $94.00 per month for family coverage. The current Police Contract provides that any increases over the Employee's current premium shall be divided equally between the City and the Employee; however, the Employee's contribution will not increase more than $15.00 per month. Based on the Police Bargaining Unit's Contract with the City, its insurance cannot increase more than $45.00 over the duration of the Agreement. The Union's proposal herein provides for a modest $20.00 increase in the premium contribution over the life of the Contract since these Employees currently pay more toward health insurance premiums than do the Police Department Employees. The Union emphasizes that any increase in this benefit certainly would have an adverse impact on whatever wage increases the Employees may receive.

City Position

The City proposes to split any future monthly premium increases 50/50 with the Employee contribution caps of $125.00 for 2010, $140.00 for 2011, and $155.00 per month for 2012. The City characterized its current plan as a "rich" plan since becoming a member of the Insurance Consortium for the Center for Local Government, which helps manage costs. It emphasizes these Employees are not at the cap at the present time of the Factfinding. In this regard, the City contends that its current proposal, while one that may not be realized with respect to cap limits, nonetheless provides it certain flexibility with respect to whatever increases that might incur with respect to health insurance coverage.

RECOMMENDATION AND RATIONALE

It is hereby recommended that the Parties adopt the Union's proposal relative to maintaining the Single plan coverage paid 100% by the Employer, and that the Parties adopt the modified Employee contribution cap of $125.00 for 2010, $135.00 for 2011, and $145.00 for 2012.

As with any Health Insurance benefit, the cost thereof has seen consistent increases over the past several years and based on recent developments with respect to changes in the way that health insurance is addressed, those increases may continue to rise. The increases as

recommended are modest in comparison to that enjoyed by these Employees for the final year of the predecessor Collective Bargaining Agreement, which, according to the testimony of record, the caps were not realized for the calendar year 2009. While they do provide a guideline and a maximum payout per month per Employee contribution, they represent a $45.00 increase over the duration of the Collective Bargaining Agreement based on the premium amount of $120.00 per month for calendar year 2009 and would not adversely offset the Wage increases previously addressed. Such is consistent with the $45.00 maximum increase over the duration of the Contract that is recognized within the Police Bargaining Unit.

It must be noted that this type of benefit is more easily rectified based upon internal equity than that of Wages given the differences between Police Officer responsibilities and those of Service Departments, as well as, Clerical Department Employees are concerned. The City in most cases would recognize that a general approach, relative to the limit placed upon Employees' benefit structure, be more consistent to afford it the ability to uniformly address and apply that benefit city-wide as opposed to something that would have distinct differences relative to coverage levels, premium amounts and levels of benefit coverage.

Articles not specifically addressed herein

It is recommended that those issues, if any, not subject to the presentation of evidence in this Factfinding Hearing by either Party or those not referenced by either Party shall be subject to the recommendation that the *status quo*, relative to whatever policy, practice or procedure that may have existed prior to the Parties' attempts to enter successive Collective Bargaining Agreements, be maintained for consideration in the successor Collective Bargaining Agreement ratified and implemented by the Parties.

CONCLUSION

It is hopeful that the recommendations contained herein can be deemed reasonable in light of the data presented; the representations made by the Parties; and, those based on the common interests of both entities recognizing their painstaking efforts at the bargaining table. It is commendable that the Parties have reached tentative agreement on most issues contained in each Collective Bargaining Agreement and it is evident that this Collective Bargaining

Agreement will continue to prosper and grow in the future. These recommendations are offered based on the comparable data provided; the manifested intent of each Party as reflected during the course of the presentation of evidence during the statutory process; any stipulations of these Parties that may have occurred prior to the Factfinding Proceeding; the positions indicated to the Factfinder; and, that which were made based on the mutual interest and concerns of each Party to these successor Agreements.

David W. Stanton

David W. Stanton, Esq.
Factfinder

Dated: April 12, 2010
Cincinnati, Ohio

CERTIFICATE OF SERVICE

The undersigned certifies that a true and accurate copy of the foregoing Factfinding Report with Recommendations and supporting rationale has been forwarded both by E-mail transmission and overnight U.S. mail service to Jeffrey S. Vollman, Esq., Law Director, City of Deer Park, c/o Cohen Todd Kite and Standford, LLC, 250 East 5th Street, Suite 1200, Cincinnati, Ohio 45202-4139; Susan D. Jansen, Esq., Doll Jansen & Ford, 111 West 1st Street, Suite 1100, Dayton, Ohio 45402-1156; and, J. Russell Keith, Executive Director, State Employment Relations Board, 65 East State Street, Columbus, Ohio 43215-4213, on this 12th day of April, 2010.

David W. Stanton

David W. Stanton, Esq. (0042532)
Factfinder

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STATE EMPLOYMENT RELATIONS BOARD
2010 APR 12 A 11: 40

April 10, 2010

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City of Deer Park -and- Teamsters Local Union 100
SERB Case No. 09-MED-10-1260 - Clerical Department;
and, 09-MED-09-0877 - Service Department
Factfinding

Ms. Jansen & Messrs. Vollman & Keith,

Enclosed herewith please find the Factfinder's Report with Recommendations and supporting Rationale; and, the Statement for Professional Services. Please forward this Statement to your respective Client and/or Local to ensure payment thereof within the time frame noted thereon.

Thanking you in advance for your courtesy, cooperation and for my selection as Factfinder, I remain.....

Cordially yours,

David W. Stanton, Esq.
Fact finder

DWS/lp.
Encs.
cc: Michael J. Berens (w/encs.)
Troy H. Stapleton (w/encs.)