

FACT FINDING REPORT
STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD
July 14, 2011

STATE EMPLOYMENT
RELATIONS BOARD

2011 JUL 28 A 11: 54

In the Matter of:)
)
)
The Mahoning County Commissioners)
)
)
and)
)
)
)
Mahoning County Department of Job and)
Family Services/AFSCME Local 2001)
)
)

SERB Case No.
09-MED-07-0725

APPEARANCES

For the Union:

Jack Filak, AFSCME Bargaining Representative
Helen Youngblood, Local 2001 President
Debbie Ogden, Local 2001 Vice President
Zoe Pinno, Local 2001 Secretary
Paula DiRenzo, Local 2001 Grievance Chair

For the City:

Robin Bell, Clemons Nelson and Associates
Kevin Kralj, Mahoning County Prosecutor's Office
Rachel Livinggood, Mahoning County Director of Human Resources
Lori Murphy, Administration, Department of Job and Family Services

Fact Finder: Dennis M. Byrne

Background

The fact finding involves the members of the Mahoning County Department of Jobs and Family Services (DJFS) represented by the American Federation of State, County, and Municipal Employees (AFSCME) Local 2001 (Union) and the Mahoning County Commissioners (Employer/County). Prior to the Fact Finding, the parties engaged in numerous negotiating sessions; but they were unable to come to an agreement. At the request of the parties, the Fact Finder conducted a number of mediation sessions before the hearing, but the parties still were unable to reach agreement on a new contract and six (6) issues remain on the table: 1) Hospitalization, 2) Life Insurance, 3) Duration, 4) Wages, 5) language relating to the operating procedures of the Employer, and 6) Hours of Work.

The Union and the DJFS have not been able to negotiate a new contract for many years, this agreement is the successor agreement to a contract that expired in 2006. The main reason that the parties were unable to reach agreement on a new contract is that there was no agreement on the a) the current financial condition of, and b) the County's future financial prospects. The Union strongly believes that its membership deserves a general wage increase. The Employer's representatives contend that the County does not have the ability to fund a general wage increase, and there is some non-trivial possibility that layoffs might occur regardless of the outcome of these negotiations. The County also pointed out that while it is true that Local 2001 has not been able to negotiate a general wage increase for a number of years, that was also true for other unionized and non-unionized County employees.

A final mediation session was conducted at the County's Oak Hill Building on June 29, 2011, starting at 10:00 A.M. and the Fact Finding hearing commenced immediately afterwards.

The Ohio Public Employee Bargaining Statute sets forth the criteria the Fact Finder is to consider in making recommendations in Rule 4117-9-05. The criteria are:

- (1) Past collectively bargained agreements, if any.
- (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, and the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standards 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 issues submitted to mutually agreed-upon dispute settlement procedures in the public service or private employment.

Introduction:

The parties face a number of problems in their attempt to reach a new agreement. The most contentious is the state of the County's finances. The Employer stated that the DJFS's revenues had fallen over the past few years and that the trend was continuing. The Employer testified that the County faces a cut of over one million dollars in its operating budget in the coming year. Moreover, the County believes that its fiscal problems will continue for at least a few more years because of the budgetary problems plaguing the State. Consequently, the County's representatives argued that there was no way that the Employer could afford to fund any wage increases over the life of the

prospective contract. The Union, on the other hand, continually iterated that its membership had not received a general wage increase since the 2005 calendar year and that there was no way that its membership could accept a three year wage freeze.

The County has been victimized by the overall economy and is generating less revenue every year. But, in a recession there is a greater need for the services provided by a DJFS, and the employees are frustrated by their belief that they are trying to meet the needs of more clients to the best of their ability with diminished resources. Many of the problems that seem so large to the parties would fade away if the economy improved leading to increased funding and employment within the Department. Unfortunately, the overall economy does seem to be dramatically strengthening at this point in time.

The Union also stated that its membership did not understand many of the operational (day to day) decisions made by the Agency's management; and, in its opinion, a wage increase could be funded by tightening up on the management of the Department. This belief is another source of friction between the employees and the employer. The Employer's representatives agreed that there has been a turnover of management staff during the last few years. However, the Employer contends that the current management team is able and ready to face the challenges that lie ahead.

A fair reading of the evidence indicates that the Union is overstating its problems with management. However, it is also true that for most of the period since the end of the last contract there was no Human Resource Director in the Department. During the negotiations leading up to the Fact Finding, the Commissioners hired a new County

Human Resource Director and that should help the day to day interaction between the parties.

The problems between the parties have been further exacerbated by the turnover in personnel within the Department. While no exact figure was given it is clear that there has been a substantial drop in the number of unionized DJFS employees. The remaining workers have seen their workload increase significantly at the same time that their real income has fallen. According to the Union, the combination of more work and relatively less pay has sapped morale.

The Employer agrees that the number of employees has fallen, but argues that is a fact of life in Mahoning County. The Employer stated that the number of management employees in the Department and the overall number of employees in the County had also fallen. The Employer stated that it wished it had the money to hire more employees, but that it did not, and there was little chance that its finance condition would be significantly better in the short to intermediate term.

Another problem in these negotiations is that the Employer's negotiating committee changed during the time that the parties were meeting. The Commissioners changed their Labor Counsel and it took some time for the new management team to "get up to speed." The reason(s) for the change are not germane, but it is true that the new management negotiators were not well versed in the issues and that fact caused the negotiations to drag. However, at the same time, the Union seems to have more faith in the current management team than it did in the previous team.

One final issue needs to be mentioned. The Employer's representatives, especially the original team, wanted to change almost every article in the contract. The contract has been in place for many years, and the parties were well versed in the document's verbiage. Consequently, there were many hours of discussion on language issues that did not relate directly to the underlying issue(s) that divided the parties. Therefore, along with many real differences, there were also a number of issues that took time to discuss and settle that had little to do with the main areas of disagreement.

For all of the reasons enumerated above, frictions have arisen that have caused the parties to take on an increasingly confrontation stance in their dealing with each other. There was testimony that the Union has filed hundreds of grievances. In an industrial relations setting this type of behavior is almost always a sign of frustration. However, in this case frustration is a two way street and the Department's management is also frustrated by the lack of funds, the diminishing number of employees, etc. The parties must find a way to realize that they are both working toward the same goals. The Department does not benefit by having a constant drain of employees who either retire or leave for better jobs elsewhere, and the employees gain nothing by maintaining a status quo that is defined by the number of grievances that it files against the Employer.

With the preceding paragraphs serving as an introduction, the outstanding issues will now be discussed.

Issue 1: Article 17(04): Hospitalization

Union Position: The Union attempted to maintain the status quo, i.e., its contribution to the health insurance plan was capped, but ultimately agreed to pay an uncapped ten percent (10%) of the health care premium.

County Position: The County demands that the Union pay an uncapped ten percent (10%) of the health care premium.

Discussion: The discussion on this issue focused on the fact that at some time in the past, the County received a “rebate” on the health insurance premium, but did not reduce the employees’ contribution to the health insurance plan. The Union agrees to pay its fair share of the premium, but wants the ten percent (10%) contribution to be a “true” ten percent (10%). The County agreed that there was one instance where it received a discount on the premium and the money was not used to lower the employees’ health insurance costs but was used to avoid layoffs. This was the only instance where either party believed that the insurance premium was reduced.

During the current negotiations, the County unequivocally stated that it wanted the employees to pay ten percent (10%) of the premium. Moreover, the Employer’s representatives also stated that all County employees with the exception of the Local 2001 members were already paying ten percent (10%) of the premium. The County’s representatives were adamant that the County had no intention of charging any employee more or less than ten percent (10%) of the premium.

In general, an Employer requests bids for its health care plan and various carriers bid based on experience rating, coverages, and other features of the plan design. If the

cost is greater in any one year than expected, the premium amount will be higher in subsequent years. If the cost is lower than expected, then the cost is lower in the following year. If the Employer is self-insured, then the third party administrator is paid a fee for managing the plan. It is very unusual that there is an actual rebate to the employer by an insurance carrier because health care costs continue to rise faster than the overall rate of inflation. Consequently, the Fact Finder does not anticipate that the charge to the employees will change during the course of any year. However, if for some reason the cost is lower than expected, the Employer unequivocally stated that it only desired the Local 2001 membership and all other County employees to pay ten percent (10%) of the actual insurance cost.

Finding of Fact: The Local 1201 should pay ten percent (10%) of their insurance cost.

Suggested Language: 17 (03) B: The Employer shall contribute ninety percent (90%) and bargaining unit members shall contribute ten percent (10%) of the premium cost of health care coverage.

Note: There were a number of language changes also proposed for article 17 (03). The Fact Finder recommends that the other agreed upon language changes shall be incorporated into the parties' contract.

Issue 1(A): Article 17 Health Care Committee

Union Position: The Union demands language relating to a Health Care Committee be added to the contract.

County Position: The County believes that a county-wide Health Care Committee is a good idea.

Discussion: The County's representatives agreed that a health care committee was a good idea and noted that many jurisdictions had created health care committees. However, the County argued that it did not think that a single contract should contain language that affected all County employees. The Union pushed for the creation of a committee that would examine all aspects of the health insurance plans and stated that it would join and contribute to such a committee. The Employer's representatives agreed to look into setting up a countywide health care committee.

Finding of Fact: There is no disagreement between the parties on this issue. However, Local 2001's contract is not the vehicle to bind the parties to set up a County wide committee. The Fact Finder urges the parties to set up a countywide health care committee.

Suggested Language: Current Contract Language

Issue 1(B): Article 17 (New)

Union Position: The Union demanded that Local 2001 be included in the AFSCME Care prescription plan.

County Position: The Employer's representatives rejected the Union's demand for a change in the prescription plan.

Discussion: The Union stated that it believed that the AFSCME Care prescription plan would be more economical than the County's current prescription plan, and offered to

have the AFSCME Care plan administrator talk to the Employer's representatives to explain the plan. The County's Human Resource Director was willing to hear the outline of the plan, but stated that changing any part of the County's health plan would entail much work and study. She stated that it could not be done during the negotiations for a single contract. However, she did agree that she would ask the Union to make a presentation about the plan and if it was a) more economical, and b) provided similar coverage to the current plan that she would present it to the Commissioners to be considered for all County employees.

Finding of Fact: Both parties have an interest in having the most economical prescription plan. However, such a change requires time and study. Moreover, any change will affect all County employees and should not be mandated in one Union's contract.

Suggested Language: None

Issue 2: Article 17 (04): Life Insurance

Union Position: The Union is demanding an increase in the amount of Life Insurance provided by the Employer.

County Position: The Employer rejected the Union's demand for an increase in the Life Insurance provision of the contract.

Discussion: There is less disagreement on this issue than the parties' positions imply. The Union proved that it received less Employer provided life insurance than (any) other county employees. The Employer agreed, but stated that its financial condition did not

allow it to increase expenditures at this time. The Employer also agreed that the cost of meeting the Union's demand was minimal.

Finding of Fact: Internal parity with all other County employees and the testimony about the cost of meeting the Union's demand convince that Fact Finder that the amount of life insurance provided to the members of Local 2001 should be increased to thirty thousand dollars (\$30,000.00).

Suggested Language: The language in Article 17.04 shall be changed from ten thousand dollars (\$10,000.00) to thirty thousand dollars (\$30,000.00).

Issue 3: Article 17 (6): Wages

Union Position: The Union proposes a one percent (1%) increase in the second contract year and a two percent (2%) increase in the third year. The Union also proposed adding two steps to the current wage scale.

County Position: The City is demanding a wage freeze for the duration of the contract.

Discussion: This issue is the main difference between the parties. The Employer stated that it had seen a decrease in its funding levels over the past few years. In addition, the Employer projects that it will receive over one million dollars (\$1,000,000.00) less in the next fiscal year compared to this year because of cuts in the State budget and that this will translate into less funding for the DJFS. The Employer argued that even with a wage freeze that it could not guarantee that it will be able to maintain current employment levels. The Employer further stated that there is no way that it could afford to fund any

wage increase based on all of the relevant financial data and revenue projections for the coming year(s).

The Union argues that its membership has not had a general wage increase since some time in 2005, the last year of the previous contract; and that its membership needed a wage increase. The Union argued that this was especially true because it was facing higher costs for health insurance. The Union also made an argument that the Agency could operate more efficiently and that this would free up funds for wage increases.

The Employer stated that it was trying to operate as efficiently as possible and that a number of operational changes had been implemented and other changes were under discussion that would allow the Agency to do more with less. The Employer also disagreed with the Union's contention that there had been no wage increments over the past years. The Employer pointed out that the Union membership had been progressing through the wage scale steps even though there had been no changes in the wage scale (each step is an approximately four percent (4.0%) increase in salary). Furthermore, the members of Local 2001 had not been paying as much for health care as all other County employees. The Employer also testified that nonunion employees were doing significantly worse than unionized workers. Therefore, the Employer argues that most of Local 2001's members were at least as well off (if not better off) financially as other County employees. The Union agreed that many of its members had received step wage increments equal to four percent (4.0%) over the past few years. Although it also pointed out that a number of its members were stepped out.

The evidence also showed that some (many) of the Union members' jobs had been reevaluated over the years and many had been placed at higher paying steps on the wage scale. In addition, if a job was downgraded the incumbent did not have his/her wage lowered. Consequently, the Employer argues that an analysis of the entire record shows that most members of Local 2001 had seen their take home pay increase throughout the years.¹

The Union agrees with most of the Employer's contentions, but continues to demand some wage increase. In defense of its position, the Union stated that the number of employees working with clients had and was continuing to fall at the same time that the demand for services had increased. This had led to higher case loads for the employees. The ongoing economic problems facing the federal, state, and local economies probably mean that demand for services will continue to rise according to the Union's logic. The Employer agrees with the Union's argument on this point.

The question, therefore, turns on the financial condition of the County. The Fact Finder is convinced that the Agency is facing a substantial cut in its revenues. The just passed State budget coupled with the level of economic activity in Mahoning County does not lead to a conclusion that the Agency's finances will improve at any time in the foreseeable future. Rather, the evidence shows that the Agency faces a number of lean years, and there does not seem to be any reason to project an increase in revenues for the agency in the short to intermediate term.

¹ The parties did agree that some (undefined number) employees had received no wage increases either through negotiations, step increases, or job reevaluation. The parties agreed to make some attempt to rectify this situation which both agree has created an inequity within the Department. Each of the affected employees will receive \$250.00 upon the signing of the agreement.

Consequently, the Fact Finder believes that the Employer proved its contention on its financial condition. The evidence proves that the Agency cannot afford to fund wage increases without *severe impacts* (emphasis added) on the level of employment over the life of the contract. However, these are projections and forecasts are often wrong. It is possible, although not probable, that the Agency will have an unexpected infusion of funds in the next few years. Therefore, the Fact Finder is recommending a wage freeze for the first year of the prospective contract, followed by wage reopener language in the second and third contract years.

Wage reopeners often cause problems for the parties to a contract. One reason is that reopener language sometimes causes continuous negotiations. That is, the parties sign a contract and a few months later are back at the table. Unfortunately, when the parties begin negotiating wage reopener, other non-wage issues are almost always introduced and the process bogs down. In this instance the Fact Finder is strongly recommending that the parties accept the status quo, i.e. a wage freeze unless there is a provable change in the County's financial picture. For example, if another bargaining unit negotiates a general wage increase that would be evidence of a change in the County's finances.

The Fact Finder believes that there must be some reason to expect that a wage reopener will lead to a wage increase before midterm negotiations commence. However, the Union does need the ability to reopen the contract with regard to wages if the County's financial condition improves.

Finding of Fact: The evidence proves that the Agency cannot afford to pay a general wage increase at the current time.

Suggested Language: 17 (05) A. The parties agree that the attached salary schedule shall be effective beginning the pay period (effective date of the contract signing inserted here)

17 (05) B. Effective the beginning pay period of (effective date of the contract 2012) the parties agree to a wage reopener. Effective the beginning pay period of (effective date of the contract 2013) the parties agree to a wage reopener.

17.06 No change in current language.

Union Position: The Union demands that two new steps be added to the wage scale.

County Position: The County rejects the Union's demand.

Discussion: The Union stated that some of its members, especially the Information Technology staff had skills and education that should be paid more than the current wage scale's top step. Therefore, the Union wants to increase the number of steps on the scale. The Employer responded that the IT positions had been evaluated and the jobs fell below the top step on the current scale. In addition, the Employer believes that the Union demand is meant to allow the union members to continue to receive wage increases even if wages are frozen. The Employer stated that it could not pay the higher wage bill that would be caused by increasing the number of steps on the wage scale. Given the County financial condition, the Fact Finder agrees with the County's position.²

² The Union also wants the current PERS Pickup language added to the contract. Given the fact that there is a pickup, and inclusion of a reference to the pickup in the contract neither limits the parties ability to negotiate over the issue or creates a new benefit; the Fact Finder agrees with the Union's position and recommends that the Union's PERS Pickup language be added to Article 17.

Suggested Language: No new language.

Issue: Article (New): Standard Operating Procedures

Union Position: The Union demands that the Agency publish a Standard Operations Procedures Manual.

County Position: The County rejects the Union's demand.

Discussion: The issue in contention is the Union's belief that the Agency's supervisors do not follow a uniform set of procedures in the day to day operations of the Agency. The Union argues that the lack of standard operating procedures leads to numerous grievances, bad morale, and is one reason for some of the everyday problems with its relationship with management. Consequently, the Union wants to have all of the rules and procedures listed in one place.

The Employer disputes this contention. In addition, the Employer argues that labor/management committee meetings are the place to discuss these issues. Regarding the substance of the issue, the Agency argued convincingly that the reality of decreasing employment meant that it must constantly try to find ways to operate more efficiently. This means that some operating procedures might be obsolete by the time a manual was composed. Parenthetically, it must be noted that the Agency's position lends some credence to the Union's arguments.

One of the Union's main points stressed over and over during the mediation sessions was that the Agency's Human Resource function was not properly staffed and that this was a major reason for many of the problems that have arisen between the

parties. The Agency does have a person who tries to work with the Union on human resource issues, but the arrangement often does not work smoothly. However, during the course of negotiations the County hired a new Human Resources Director. The Director states that she believes that the Union's complaint devolves to a complaint that the supervisors are not adequately trained. She stated that she will investigate the issue; and if necessary, institute a staff training program.

Therefore, the Employer is willing to try to meet the Union's expressed problem, but maintains that it cannot codify the standard operating procedures for each and every job title. Again, the Agency states that the constant attempt to find new and more efficient ways to provide services to the public often leads to changes in the way that the Agency operates on a day to day basis.

The Fact Finder believes that no employee should be placed in a position where he/she may be disciplined for not following the rules when he/she cannot know how the rules are interpreted by a Supervisor. It is one thing to violate a long standing, well known policy/procedure. It is another thing to be disciplined for not knowing the rules when the rules are idiosyncratic to a particular supervisor. However, the Human Resource Director has agreed to study the issue and if a problem exists to institute a training policy for the supervisory staff. The Fact Finder believes that she should be given a chance to institute a training program if needed. Moreover, the discussions on this issue should be on the agenda of a labor/management committee.

Finding of Fact: There is a communication problem between the parties. A well functioning labor/management committee would be the forum to address many of the

issues discussed during the mediation sessions. In addition, the County's Human Resource Director has agreed to examine the Union's argument that employees are disciplined for not following the rules when the rules are unknowable.

Suggested Language: None

Issue: Article 14 (B) Hours of Work

Union Position: The Union desires to maintain the current language of Article 14 (B).

County Position: The County demands a change in the current language to allow employees to start work from 7:30 to 8:30. That is, the employees reporting time will be reduced by one (1) hour.

Discussion: The current language of 14 (B) allows the employees to report to work on a staggered basis. The employee can start at 7:00 A. M. or on any half hour until 9:00 A.M. This language was negotiated into the contract at some time in the past because the Union believed that it allowed the DJFS employees a chance to meet with the Department's clients outside of normal working hours, i.e., the current language increases the number of available daily appointment hours.³

The Employer wants to restrict the employees' starting hours from 7:30 A.M. to 8:30 A.M. The Employer gave a number of reasons for this proposal. The Employer stated that one County Commissioner believed that the extended working hours increased the danger to the employees who started work later because few other employees were in the building after 5:00 P.M. That is, an employee who starts work at 9 A.M. and works

³ It should be noted that all DJFS employees work in the Oak Hill Building which is a converted hospital. Therefore, the building in question is multi-storied and has numerous corridors, unused offices, etc.

for eight hours with a 45 minute lunch period leaves work at 5:45 P.M. The building is somewhat deserted at this hour and the Commissioner fears that the few remaining employees are more likely to be accosted, etc. in the their last half hour (forty five minutes) of work.

The Employer also made the argument that it was more expensive to keep the building open for the few extra hours that the DFJS personnel were working because the building had to heated (cooled), security provided, etc. for a longer period than would be the case if the employees worked a more standard schedule. Finally, the Employer argued that it was important that the supervisors be present when the employees were working, and the DFJS employees nonstandard shift meant either that the Agency had to pay supervisors overtime or that the union membership was sometimes unsupervised when client meetings were taking place.

The Union was not convinced by any of the Employer's arguments. The Union pointed out that there were a number of County departments in the building and it had to be heated (cooled) etc., for the entire day. The Union was somewhat sympathetic to the Employer's position vis-a-vis the safety of its membership. However, the Union pointed out that the latest ending time was 5:45 P.M. and that this was not really late in the evening. Moreover, the Union also argued that there had been no incidents where employees were accosted, etc. between 5:00 P.M. and 5:45 P.M. Finally, the Union does not believe that its membership must always be supervised when conducting interviews. The Union pointed out that most of its members have many years with the Employer and that they know how to do their jobs. Consequently, the Union does not believe that the

Employer's position is a reasonable tradeoff for the potential problems that the proposed schedule change might cause the Agency's clients.

The Fact Finder believes that scheduling is a Management Right, but in this instance the Employer choose to negotiate over the issue and forfeited that right at some time in the past. Therefore, this issue is like any other mandatory item of negotiations, i.e., the parties must bargain over it. Usually, there must usually be some good reason for striking existing language from a contract. The Fact Finder is not convinced that the Employer proved its position on this issue.

The Union's position is based on the belief that the Agency's clients benefit from the extended hours that the Agency's staff is available for consultations. There was little in the Employer's presentation that proved a need to restrict the meeting hours especially since the building is open almost around the clock. The Fact Finder would find the safety argument more compelling if only a few employees were present in the building late at night. However, 5:45 P.M. is not late by almost any definition. Finally, the argument that a supervisor must be present at all times and know exactly where each employee is while he/she is at work might be a reason to change the employees' hours, but there was no evidence put into the record to show that a lack of supervisory presence ever caused a problem. Consequently, the Fact Finder does not believe that the Employer met its burden of proof on this issue.

Finding of Fact: The Employer did not prove that it was necessary to change the existing language of Article 14 (B) in face of the Union's opposition to the proposal.

Suggested Language: Current contract language

Issue: Article 21: Duration

Union Position: The Union desires a three (3) year contract.

County Position: The County desires a three (3) year contract.

Discussion: There is little disagreement on this issue. The only question is the effective date of the contract. Three years is a usual term for many labor agreements. However, the anniversary date is important. Contracts should run from a reasonable date for three years. The Fact Finder urges the parties to make their contract effective on a date that has some rational basis. At a minimum, the Fact Finder believes that the contract should end on the thirtieth of a month. He also believes that the month should be close to the end of the fiscal year for budgetary reasons or near the end of the calendar year. However, given the fact that the parties agree on a three year duration, the Fact Finder is recommending that the agreement become effective on July 1, 2011. That is, the contract will expire on June 30, 2014.

Finding of Fact: The parties agree on a three year contract.

Suggested Language: The Contract shall become effective on July 1, 2011, or any other date that the parties prefer.

Note: During negotiations prior to the fact finding the parties were able to reach Tentative Agreements on many number of issues. All of these Tentative Agreements are included in the Fact Finder's recommendations by reference.

Signed this 27th day of July 2011, at Munroe Falls, Ohio.

A handwritten signature in cursive script, reading "Dennis Byrne", written over a horizontal line.

Dennis M. Byrne, Fact Finder



272 Cheltenham Lane
Munroe Falls, OH 44262
Phone/Fax: (330) 630-3363
Email: DByrne@uakron.edu

Dennis M. Byrne

July 27, 2011

Mr. J. Russell Keith
General Counsel & Assistant Executive Director
State Employment Relations Board
65 E. State Street, 12th floor
Columbus, Ohio 43215-4213

Re: SERB Case No. 09-MED-07-0725

Dear Mr. Keith:

I am enclosing the report for the above captioned matter. It was a painful experience for all involved. The parties negotiated for months and made constant progress at an excruciatingly slow rate. There were numerous mediation sessions at the parties' request. The enclosed report represents a mediated settlement; but the parties, especially the Union, wanted a report.

I hope that the report is self-explanatory. If you have any questions and/or comments, please contact me.

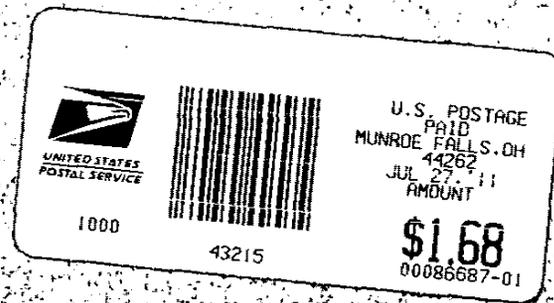
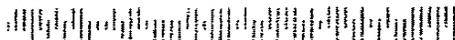
Sincerely,

Dennis M. Byrne

P.S. I have also completed SERB Case No. 10-MED-09-1277, I think. There was a mediated settlement that the City Council turned down. I understand that the parties negotiated with the Council (?) and came to an agreement. I have not been able to get an answer to whether the contract is actually completed, although I believe that it is.

2011 JUL 28 A 11: 54

STATE EMPLOYMENT
RELATIONS BOARD



DMB

Wentworth Lane
Munroe Falls, OH 44262

Mr. J. Russell Keith
General Counsel/Assistant Executive Director
State Employment Relations Board
65 East State Street, 12th Floor
Columbus, Ohio 43215-8573