

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

STATE EMPLOYMENT
RELATIONS BOARD

August 23, 2010

2010 AUG 24 A 9:33

In the Matter of the Fact Finding Between

CUYAHOGA COUNTY BOARD OF)	CASE NO. 10-MED-02-0112
COUNTY COMMISSIONERS)	
AND)	
OHIO PATROLMEN'S BENEVOLENT)	FINDINGS
ASSOCIATION)	AND
	RECOMMENDATIONS

MELVIN E. FEINBERG, FACT FINDER

APPEARANCES

FOR THE EMPLOYER:

Egdilio J. Morales, Esq.

Chief Negotiator and Manager, Office of
Human Resources – Division of Labor
Relations, Cuyahoga County Board of
County Commissioners

Alan L. Smija, Esq.

Labor Relations Specialist, Office of
Human Resources - Division of Labor
Relations, Cuyahoga County Board of
County Commissioners

FOR THE UNION:

Daniel J. Leffler, Esq.

Attorney for the Ohio Patrolmen's
Benevolent Association

Glenn Greenawalt

Unit Union Director

SUBMISSION

This matter concerns the fact-finding proceeding between the Cuyahoga County Board of County Commissioners and the Ohio Patrolmen's Benevolent Association. The State Employment Relations Board of Ohio, in accordance with the Ohio Revised Code §4117.14(C)(3), duly appointed the undersigned as Fact Finder in this matter by letter dated May 21, 2010.¹

Pursuant to the mutual agreement of the Parties regarding time extensions in this case, fact finding occurred in this matter on June 23, July 13, and July 28, 2010. Prior to the fact-finding hearing, in accordance with SERB rules, the Parties filed complete position statements with the Fact Finder. The fact-finding proceedings were conducted in accordance with the rules and regulations of SERB.

BACKGROUND

The County recognizes the Union, pursuant to SERB certification, as the sole exclusive bargaining representative with respect to wages, hours of work and terms and conditions of employment for the approximately fifteen (15) employees in the following unit:

All full and part-time CECOMS Dispatchers as described by the State Employment Relations Board, but excluding all supervisory and management

¹ Terms used in this Fact Finder's Report are also as follows:

- a) The Cuyahoga County Board of County Commissioners is also referred to as the Employer or the County;
- b) The Ohio Patrolmen's Benevolent Association is also referred to as the Union;
- c) The Cuyahoga County Board of County Commissioners and the Ohio Patrolmen's Benevolent Association are also known collectively as the Parties;
- d) The State Employment Relations Board of Ohio is also referred to as SERB;
- e) The Ohio Revised Code is also referred to as ORC;
- f) Cuyahoga Emergency Communications System is also referred to as CECOMS;
- g) CECOMS dispatchers are also referred to as the Unit;
- h) The Wireless 9-1-1 Government Assistance Fund is referred to as the Wireless 9-1-1 Fund or the Fund.

level personnel, temporary, intermittent, confidential, fiduciary, casual and seasonal Employees, and all other Employees in the department.

The Cuyahoga Emergency Communications System (CECOMS) is a 24 hour, 7 day a week emergency 9-1-1 communications system for the County. The Parties engaged in extensive and productive negotiations prior to the first day of fact finding, during the interim period between the three dates of fact finding and at the fact-finding sessions. After these extensive negotiations and with mediation by the Fact Finder, tentative agreement was reached by the Parties regarding the following provisions of the proposed Collective Bargaining Agreement:

The Preamble, Articles 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 38, 39, 40, 41, 42, 43, 44, 45, and 46.

CRITERIA

The Fact Finder, in making his findings and recommendations, has been guided by the Parties' oral and written presentations on the issues, by the testimonial and documentary evidence presented during the proceedings, by the record as a whole, by the various Ohio Revised Code provisions, including ORC §4117.14(C)(4)(e) and (G)(6)(7)(a)-(f) and Ohio Administrative Code §4117.9-05(J)(K) and has given consideration to the following criteria:

- (1) Past collective bargaining 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 interests and welfare of the public, the ability of the public employer to finance and administer the issues involved, 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.

ISSUE

The only contractual issue which the Parties could not resolve is **ARTICLE 37: WAGES.**

1. ARTICLE 37: WAGES

The Employer's Position:

The County proposes that no wage or step increase be granted for the first year (2010) of the Contract. Employees hired on or after May 1, 2010, should be placed at Step 1 of the wage scale. Step movement for all employees should be frozen in the initial year of the proposed Contract and remain frozen until mutually agreed by the Parties in re-opener negotiations in the second and, if necessary, the third years of that Contract.

The established priorities for the Wireless 9-1-1 Fund, from which the CECOMS dispatcher unit is funded, is to "...increase in quality of services provided to CECOMS clients, to maximize cooperation between communities regarding wireless 9-1-1 service, to coordinate the administration of the County emergency alert system, and to maintain a state-of-the-art communication and emergency system."

The projected Fund balance for 2010 is \$8.8 million and that money is earmarked for investments in emergency communication infrastructure. CECOMS is also mandated to provide a public safety center which will house a countywide emergency communications facility.

The identified goals and priorities of the CECOMS program require substantial funding. The 9-1-1 wireless fees will sunset in 2012 and there is no guarantee that the fee will be extended past that date. The State of Ohio may, at its option, require the return of any unused portion of Fund dollars collected by the County. Other public entities in the County may potentially ask for a share of money from the Fund.

The County is facing a fiscal emergency. Revenue collections in 2009 were at “unprecedented lows” and 2010 revenue collections are “alarmingly low.” It is forecasted that a structural deficit of several million dollars will continue into 2011. It is anticipated that state funding cuts will also occur.

The County’s unrepresented employees have not received wage increases for the three-year period 2008, 2009, and 2010. They have had furlough days in 2009 and 2010. Many of the County’s union represented employees have had or will have furlough days as well.

Over 120 of the County’s employees were laid off in 2009, and additional employee layoffs and more furlough days are still being considered. Union represented bargaining units with contractual wage step requirements were asked to forgo step movement in 2010. For the most part, a hiring freeze was instituted among all of the County’s units. In 2009, nine hundred (900) employees were granted early retirement.

The current unemployment rate in the County was estimated at 9.4%. Sales tax revenue accounts for half of the general fund revenue in 2009 and declined by 23.2%. Over the last 12 months, the median Consumer Price Index rose only .5% and, arguably, was flat. The General Operating Fund operating fund revenues dropped \$36.7 million or 10.5% in 2009, and it is forecast that such revenues will decrease or remain flat for 2010. The Local Government Fund allocation from the State of Ohio has declined by \$5 million or 13%. The property tax and real estate transaction fees collected by the County declined by 7% in 2009 and conveyance fees have declined by \$10.9 million. Sales taxes collected in 2009 are down by \$19 million or 10.9% from 2008. Investment earnings were \$7 million or 29% lower than 2008 due to low short term interest rates. The 2010 estimate of investment earnings is \$4 million or 19% lower than 2008. Public assistance allocations in the form of State of Ohio and Federal dollars were cut by \$1.8 million in January 2009. The General Operating Fund had a deficit of \$6.9 million in 2009. The projected decline in revenues will continue to deplete the County's General Fund resources, perhaps beyond the 20% reserve requirement within the next two years. The County ended the last three out of five years with an operating deficit in the General Fund.

The ending cash balance is dependent, in part, on intergovernmental revenues from State and Federal budgets. This is the County's largest source of revenue. That cash balance influences the interest rates on long-term bond issues that would support the County's capital needs.

The County transition government, proposed reforms of its budget, the ongoing financial impact of the current corruption investigation which may result in increased

expenditures for audit and legal fees and increase borrowing costs related to unreleased financial audits, and the uncertainty of financial audits have had a negative impact on the County's ability to issue debt and translate into higher borrowing costs.

The County also opposes the granting of longevity pay as none of the other collective bargaining agreements directly administered by it contains provisions for such pay. The institution of longevity pay only serves to expand the step pay range already in existence. Moreover, the granting of such pay would create internal inequities.

CECOMS dispatchers received a 2% wage increase in 2006. A salary study done by an independent consultant in 2008 determined that the Unit was significantly underpaid. As a result of that study, the Unit received an average 10.9% wage increase retroactive to 2007. It received no wage increase in 2009. Of the County's fourteen (14) represented units, only four (4) received average wage increases in 2009 of 2%. Three of those represented units received contractually scheduled wage increases of 2% in 2010. The County, due to budgetary shortfalls, attempted to secure agreement from the representatives of those units receiving 2% wage increases for a waiver of those increases.

Of the County's twelve (12) represented bargaining units, five (5) have no wage step provisions in their contracts; three (3) have contracts with wage step provisions which have been frozen, with the agreement of the respective unions; two (2) of the unions representing two (2) other bargaining units have been approached by the County with a proposal to freeze steps for 2010; another bargaining unit represented by AFSCME Local 1746 has experienced layoffs to offset the cost of its contractually

mandated wage step increases. The County does not provide wage steps for any of its unrepresented employees.

Due to the County's economic difficulties, and in view of the fact that so many of its represented bargaining unit employees are covered by contracts with no wage step provisions or have accepted a freeze in such provisions where they exist, such wage step provisions are no longer appropriate in the proposed CECOMS dispatcher Contract.

The Union's Position:

The most recent Contract provided for a four (4) step pay scale with employees advancing to the next step upon their anniversary date. The Union proposes a three percent (3%) base hourly rate increase for each of the four (4) steps of the wage scale and an additional three percent (3%) increase for employees whose pay rate is outside of the current scale. This wage increase should be granted retroactively and applied for each year of the three year term of the Contract (2010, 2011, and 2012).

The County has money available for raises in its Wireless 9-1-1 Fund which currently has an estimated balance of \$7,461,503. The Union's wage proposal for all three years of the Contract would add approximately \$40,000 to personnel salary costs. The proposed wage increase is less than two percent (2%) per year for personnel costs and five and one-half (5.5%) total for all three (3) years of the entire personnel salary cost. The Union's proposal is roughly .5% of the Employer's Wireless 9-1-1 Fund balance.

A longevity provision should be included in the Contract which would provide that after a unit employee has completed five (5) years of service with the Employer he/she, if full-time, will receive longevity pay equal to \$100 multiplied by each year of

service with the Employer. A part-time unit employee would receive longevity pay equal to \$60 multiplied by each year of service with the Employer. An employee's longevity pay, under the Union's proposal, will not exceed \$1,500 per year. The County has approved collective bargaining agreements with other represented units which provided for longevity payments.

The County has approved contracts which provide for longevity pay for other County employees.²

The proposed three percent (3%) wage increase for 2010 would result in a total wage increase for all employees in the Unit amounting to \$8,628, which is .12% of the total Wireless 9-1-1 Fund balance. Adopting this wage proposal for three (3) years would only add approximately \$40,000 to the personnel salary cost of the Unit.

The CECOMS dispatchers' duties consist of mastering and engaging in some thirty-four (34) tasks. A dispatcher's work is more involved than only connecting 9-1-1 wireless callers to appropriate entities' phone numbers.

FINDINGS AND RECOMMENDATIONS

1. ARTICLE 37: WAGES

The County has presented credible evidence that it has suffered a significant reduction in most types of revenue during this unprecedented decline in the local

² In support of its position, the Union submitted portions of contracts at hearing and, with permission, the complete contracts after hearing. The contracts are received into evidence and have been considered by the Fact Finder. The contracts are between certain parties in various units, were approved by the County, and are as follows:

- a) Cuyahoga County Engineer's Office and Teamsters Local Union No. 436, covering a unit of various maintenance workers, operators, and mechanics;
- b) Cuyahoga County Sheriff's Department and the UAW, Region 2-B, covering Court Security Officers;
- c) Cuyahoga County Sheriff's Department and Communication Workers of America, covering a unit of, among others, clerk typists, dispatchers and secretaries.

economy. Economic indicators for this year and for next year forecast no positive change in the Employer's revenue collection fortunes. The Union does not dispute that the County's overall budget has suffered and will continue to suffer shortfalls due to the serious declines in revenue.

The Union and the County agree that an independent budget analysis done in or about 2008 revealed that CECOMS dispatchers were seriously underpaid. Consequently, in that year the County implemented a 10.9% raise retroactive to 2007. Unit employees received no wage increases in 2009. However, there was no evidence presented as to how underpaid they were or if their retroactive increases significantly closed the wage gap.

Neither the Union nor the County introduced evidence of comparable wages being paid to other similar dispatcher units around the Cuyahoga County area or in the State of Ohio.

This bargaining unit's last Contract (April, 2007 – March, 2010) reveals the following pay range:

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
\$13.58	\$14.00	\$14.42	\$14.84
\$28,245.70	\$29,120.70	\$29,995.70	\$30,870.70

The SERB Clearinghouse Benchmark Report ending August 11, 2010 for safety dispatchers in forty-five selected cities in Cuyahoga County and in certain nearby counties reveals only two cities in that list with lower entry level pay rates than the CECOMS dispatchers.³ Those two cities have significantly higher annual top level pay

³ All SERB Clearinghouse Benchmark Reports referred to herein were submitted by SERB to the Fact Finder pursuant to his request.

rates. All of the other forty-three safety dispatcher units in those cities have higher entry level and top level annual wages. The average entry level pay rate for all forty-five dispatcher units is \$34,913.26 and the average annual top level pay is \$43,160.10. City safety dispatchers in those units serve in primary dispatch centers that deploy fire, police and EMS resources and might have somewhat different duties and job requirements than CECOMS dispatchers. However, differences in pay among those cities' dispatchers and CECOMS dispatchers are still noteworthy, as evidence revealed that CECOMS dispatchers also have to master a great variety of duties in addition to their normal call pass-through responsibilities.

Another SERB Clearinghouse Benchmark Report ending August 11, 2010 for thirteen selected counties, including Cuyahoga County, analyzing pay rates in their contracts covering 9-1-1 wireless safety dispatchers, revealed that in five units dispatchers have higher entry level pay rates and top level pay rates than the CECOMS dispatcher unit herein. The remaining seven counties have lower entry level pay rates. All but one of those seven have lower top level pay rates than the Unit. On average, the thirteen county employers of 9-1-1 wireless safety dispatchers had an annual entry level rate of \$26,511.21 – less than the CECOMS dispatchers – but an average top annual pay level of \$32,414.32, which is more than the CECOMS dispatch unit.

The City of Cleveland, which is the source of approximately half of the CECOMS dispatchers 9-1-1 wireless calls, has a dispatcher unit which is paid annual entry level wages of \$30,011.74 and annual top level wages of \$41,313.91. Lorain County, a contiguous county to Cuyahoga County, pays its 9-1-1 wireless safety dispatchers an entry level salary of \$33,646.08 and a top-level salary of \$42,057.60. Both the City of

Cleveland and Lorain County suffer from similar economic difficulties as those affecting Cuyahoga County and both pay their safety dispatchers more at entry level and at top level than does Cuyahoga County.

The County, according to testimony and documentary evidence, described an ambitious plan to utilize the approximately \$8.8 million Wireless 9-1-1 Fund balance projected for 2010. It estimated that in excess of approximately \$13 million would be in the Fund by the end of 2012. While County revenue sources are generally in serious decline, the Wireless 9-1-1 Fund continues to amass significant revenue surpluses. The County, which operates under State of Ohio guidelines concerning the utilization of Fund revenues, has the authority to determine how Fund monies are spent within those guidelines. Pursuant to ORC §4931.65, Counties receiving disbursements to provide wireless 9-1-1 service may use said monies "... to pay any of its costs of providing countywide wireless 9-1-1, including the personnel costs of one or more public safety answering points providing that service." The Fund monies must be allocated for equipment and salaries related to wireless 9-1-1 service.

The County's announced priorities appear to be directed toward meeting those allocation requirements. However, while salaries of the CECOMS dispatchers are paid exclusively from Fund monies, the County's established priorities do not take into consideration any wage increases for its dispatchers over the next three (3) years.

The Employer argues that granting raises to CECOMS dispatchers would demoralize other represented and unrepresented County employees who have suffered furloughs, have not received raises for a number of years, and have experienced wage step freezes. However, the Wireless 9-1-1 Fund contains sufficient monies to easily

accommodate a modest wage increases proposed by the Union. If the usual revenue sources were producing budgetary surpluses for the General Fund and the Wireless 9-1-1 Fund revenues were in serious decline, one wonders if the Employer would offer the CECOMS dispatchers wage increases in contract negotiations.

After considering the Unit's wage rates relative to those of other wireless 9-1-1 dispatchers and safety dispatchers in other bargaining units, it would appear that they are undercompensated for their services.

It is well-known that the number of wireless communication customers is increasing and the number of landline telephone customers is declining. Each additional wireless account produces more revenue for the Fund. The Wireless 9-1-1 Fund balance is not in peril. The Wireless 9-1-1 Funds have been renewed by the State of Ohio before. The urgency for delivery of state-of-the-art wireless 9-1-1 service continues to be great. I note that the actual amounts of the expenditures for County identified priorities for wireless 9-1-1 service appear to still be in flux. The wage increases proposed by the Union, as it asserts, will constitute a very small percentage of the total Wireless 9-1-1 Fund balance, and that projected balance should certainly accommodate the increases over the three (3) year term of the proposed Contract.

I recognize that in these difficult economic times the County is making justifiable good-faith efforts to hold the line or cut all labor related expenses in order to maintain essential services in the face of declining revenues. I must, however, recommend an increase in the wages for this arguably undercompensated unit where there exists a substantial independent source of funding earmarked only for 9-1-1 wireless development, services and personnel costs. Thus far, this funding has been unaffected by

the economic decline that has caused a reduction of most of the County's other revenue sources. The County has not demonstrated an inability to pay wage increases from this Fund to the Unit. Its fear that granting CECOMS dispatchers any wage increase at this time will further demoralize other represented units and unrepresented unit employees is understandable, but under the circumstances set forth above, cannot be this Fact Finder's only consideration. Moreover, the new County government which will soon assume authority may possibly institute many changes. However, this proposed Contract must be dealt with now based on facts presently known. With the exception of longevity pay and other matters hereinafter discussed, I find that much of the Union's wage proposal has merit.

Consequently, I recommend, in accordance with the Union's proposal, but with certain exceptions, that the CECOMS dispatchers Unit receives three percent (3%) wage increases during each of the three (3) years of the proposed Contract, as is specified below. I further recommend that the Union's proposal should be adopted, relative to step advancement as set forth below in ARTICLE 37: WAGES, Section 2.⁴

I do not recommend, as is proposed by the Union, that employees whose current wage rates are outside the recommended new pay range should receive a three percent (3%) adjustment in their base wage rates in 2010, and each year thereafter during the term of the Contract. It would appear from the Employer's Exhibit (E-7) that one employee would be affected by this Union proposal. The adoption of this proposal would raise that employee's wage rate well beyond the Step 4 wage rates recommended herein

⁴ The Union requested that wage increases be made retroactive to April 30, 2010. Retroactivity is generally granted unless it can be shown that a union has engaged in bad faith conduct designed to frustrate and or delay the bargaining process. There was no such evidence presented in this case and, consequently, retroactivity is recommended to April 1, 2010 as the most current contract ended, by its terms, on March 31, 2010.

by the Fact Finder for each year of the Contract. That employee's wage rate already exceeds the recommended proposed Contract wage rate for Step 4 in 2012, and, moreover, the inflation rate has been flat. Adoption of that Union proposal is not currently justified as it would result in a significant wage rate inequity with other Unit employees. Additionally, it would potentially provide compensation for that employee which is greater than is currently justified by any wage comparables seen by the Fact Finder in this matter.⁵ I do recommend, however, the adoption of a "re-opener" provision in ARTICLE 37: WAGES, Section 2 to afford the Union an opportunity, if it so chooses, to revisit the issue in 2011 and/or 2012 as economic circumstances may change.

I do not recommend, as was indicated above, the adoption of the Union's request for longevity pay, and, therefore, have not included a section covering that matter in the proposed ARTICLE 37: WAGES. Longevity pay has never been paid to the Unit's employees, and the County has demonstrated that it has not agreed to longevity pay in any of its represented bargaining units which it directly administers. The Union relies on longevity provisions contained in three collective bargaining agreements approved by the County which cover independently administered units – i.e., the Cuyahoga County Sheriff's Department and the Cuyahoga County Engineer's Office – to support its proposal. I conclude, in agreement with the County, that the longevity pay provisions in these three contracts do not justify automatically granting such a provision in the Unit's proposed Contract. They do cover independent units whose labor relations are not directly administered by the County. These contracts do not serve to adequately support

⁵ There is no evidence in the Record of other affected employees who are currently paid wage rates greater than the pay range set forth in the most recent Contract, although there may be some.

the Union's request for a longevity provision in this proposed Contract.⁶ There is no indication that the County is having any difficulty attracting and retaining Unit employees, even without longevity compensation. Moreover, the recommended retention of wage step advancement somewhat compensates the Unit's employees for their years of service.

I recommend the Union's proposal with respect to ARTICLE 37: WAGES, Sections 1, 2, and 3, as modified, should be adopted and should read as follows:

ARTICLE 37: WAGES

Section 1: The wage scale of Bargaining Unit Employees shall be increased three percent (3%) in each year of the agreement and they shall be assigned to the pay range set forth below effective April 1, 2010:

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
4/1/2010	\$13.99	\$14.42	\$14.85	\$15.29
	\$29,093.07	\$29,994.32	\$30,895.57	\$31,796.82
4/1/2011	\$14.41	\$14.85	\$15.30	\$15.75
	\$29,965.86	\$30,894.15	\$31,822.44	\$32,750.73
4/1/2012	\$14.84	\$15.30	\$15.76	\$16.22
	\$30,864.84	\$31,820.98	\$32,777.11	\$33,733.25

Section 2: Existing Unit Employees shall advance to the next step on the wage scale annually on the first day of the pay period following their anniversary date until the maximum pay range is reached. Unit Employees whose current wage rates are outside the pay range shall receive no adjustment to their base wage rates in the first year of the Contract, and any increase in their wage rates for the second and the third year shall be

⁶ My observations with regard to these contracts submitted by the Union are confined solely to matters raised in this case.

determined by wage re-opener negotiations to be initiated no later than February 15, 2011 and no later than February 15, 2012, respectively.

Section 3: New Unit Employees shall be paid at Step 1 of the pay range. Unit Employees shall advance to Step 2 beginning on the first day of the pay period following their job anniversary date and so forth at annual intervals until the maximum rate of the pay range is reached.

CONCLUSION

In conclusion, the undersigned Fact Finder hereby submits the above recommendations on the outstanding issues presented in this matter and incorporates by reference into these recommendations all other tentative agreements reached by the Parties on all Articles of the proposed Contract.

Respectfully submitted and issued on the date set forth below:

Cuyahoga County, Ohio

August 23, 2010
(Date)

Melvin E. Feinberg
Melvin E. Feinberg, Fact Finder

CERTIFICATE OF SERVICE

I hereby certify that one copy of my Fact-Finding Report in SERB Case No. 10-MED-02-0112, Cuyahoga County Board of County Commissioners and Ohio Patrolmen's Benevolent Association is being sent by fax and e-mail to the following Parties on the date set forth below:¹

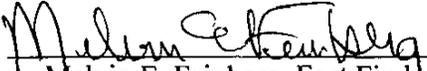
1. Daniel J. Leffler, Esq.
Ohio Patrolmen's Benevolent Association
10147 Royalton Road, Suite J
PO Box 338003
North Royalton, OH 44133

2. Egdilio J. Morales, Esq.
Labor Relations Administrator
Office of Human Resources
Cuyahoga County Board of County Commissioners
1255 Euclid Avenue, Room 310
Cleveland, OH 44115

I also certify that on the same date set forth below a copy of my Findings and Recommendations is being sent to SERB by regular U.S.P.S. mail at the following address:

J. Russell Keith, Administrator
Bureau of Mediation
State Employment Relations Board
65 East State Street, 12th Floor
Columbus, OH 43215-4213

August 23, 2010
Date


Melvin E. Feinberg, Fact Finder

¹ The Parties requested e-mail service in lieu of overnight mail. They will also receive a hard copy of the Findings and Recommendations on August 23, 2010.

Melvin E. Feinberg, Esq.
Arbitrator, Mediator, Fact Finder

5247 Wilson Mills Road, #342
Richmond Heights, Ohio 44143

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August 23, 2010

J. Russell Keith, Administrator
Bureau of Mediation
State Employment Relations Board
65 East State Street, 12th Floor
Columbus, OH 43215-4213

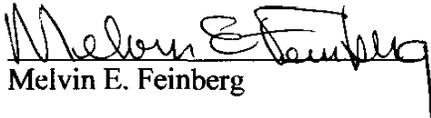
RE: FINDINGS AND RECOMMENDATIONS
SERB CASE NO. 10-MED-02-0112
CUYAHOGA COUNTY BOARD OF COUNTY COMMISSIONERS
AND OHIO POLICEMEN'S BENEVOLENT ASSOCIATION
(CECOMS Dispatchers)

Mr. Keith:

Enclosed please find a copy of my Findings and Recommendations in the above case.

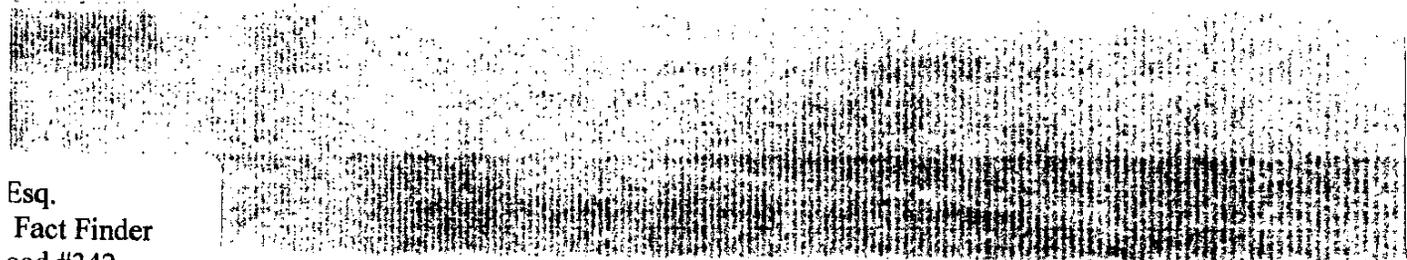
Thank you.

Sincerely,


Melvin E. Feinberg

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