

OHIO STATE EMPLOYMENT RELATIONS BOARD

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| Ohio Patrolmen's Benevolent Association |) | Case No. 10-MED-03-0374 |
| |) | |
| Union |) | Fact-Finder |
| |) | Judge Burt W. Griffin |
| vs. |) | |
| |) | <u>Fact-Finder's Recommendations</u> |
| Cuyahoga County & Cuyahoga County Sheriff |) | |
| |) | |
| Employer |) | |

Background

The fact-finder was appointed by the Ohio State Employment Relations Board on May 7, 2010. By agreement of the parties and with permission of the Employment Relations Board, the fact-finding hearing was continued on numerous occasions so that the parties could continue negotiations.

By consent of the parties, the fact-finding hearing was held on June 21, 2011 in the conference room of the Cuyahoga County Sheriff. Representing the Union was Max Reiker, attorney for the Ohio Patrolmen's Benevolent Association. Representing the Employer (frequently called "the County") was Christopher J. Russ, Employee Relations Administrator for the Cuyahoga County Sheriff's Department. Also present on behalf of Cuyahoga County were Law Director Majeed Makhous, Assistant Law Director Egdilio Morales, Captain Michael J. Jackson, and Matthew Rubino. Also present on behalf of the Union were Lt. Richard Peters and Lt. Bryan Smith.

Testimony was presented by Mr. Rubino and Lt. Peters. The following exhibits were accepted into evidence:

- Collective Bargaining Agreement for Cuyahoga County Sheriff's Deputies
- Collective Bargaining Agreement for Cuyahoga County Sheriff's Sergeants
- Agreed Provisions for Cuyahoga County Sheriff's Lieutenants
- Employer's Exhibit 1: Cuyahoga County 2011 Budget Update (June 21, 2011)
- Employer's Exhibit 2: Summary of Employer's Economic Package
- Employer's Exhibit 3: Deputy Sergeants Longevity Increments for years 5 to 25
- Employer's Exhibit 4: Economic Impact of Union Proposal
- Union Exhibit 1: 2011 First Quarter Report for Cuyahoga Sheriff's Office
- Union Exhibit 2: Appendix A: Revenue by Subfund, Forecast for 2011
- Union Exhibit 3: Cleveland.Com article, 5-25-11, on Cuyahoga sales tax increases
- Union Exhibit 4: Cuyahoga County Sales & Use Tax Analysis, 2008-2010
- Union Exhibit 5: CrainsCleveland.com, 2,14-20, 2011 article on Cleveland economic outlook

- Union Exhibit 6: Comparison of Sheriff Lt's pay in 10 Ohio Counties
- Union Exhibit 7: Comparison of Lt's pay in 18 Cuyahoga municipalities
- Union Exhibit 8: Conciliation Awards for Cuyahoga County (11/08-12/10)
- Union Exhibit 9: Basic Pay for Lt. Donald Michalosky (11/99-12/06)
- Union Exhibit 10: OPERS Brochure for possible pick-up plans
- Union Exhibit 11: Research analysis of George Zeller on Cuyahoga County Economy
- Union Exhibit 12: Cuyahoga County OBM report for 1st Quarter 2011.

At the conclusion of the hearing, the parties agreed that the fact-finder would submit his findings and recommendations on or before July 20, 2011 and would date the report July 20, 2011 to permit the Cuyahoga County Council to consider the findings and recommendations at its next scheduled meeting after July 20.

After the hearing, the fact-finder was also provided by the parties the conciliation opinion of Nels E. Nelson entered on December 20, 2010 in The Matter of Cuyahoga County Sheriff's Office and Ohio Patrolmen's Benevolent Association, Case No. 10-MED-07-0879 (State Employment Relations Board) (relating to wage re-opener for 140 deputies); the fact-finder's findings and recommendations of William C. Binning in the Matter of Fact-Finding between Cuyahoga County Sheriff's Office and Ohio Patrolmen's Benevolent Association, Case No. 09-MED-08-0788 (State Employment Relations Board) (relating to initial contract for sergeants); and the conciliation opinion of Gregory P. Szuter in the Matter of the Conciliation between Cuyahoga County Sheriff's Office and Ohio Patrolmen's Benevolent Association, Case No. 09-MED 10-788 (State Employment Relations Board) (relating to initial contract for sergeants).

Findings of Fact and Recommendations

General Findings

This matter involves a negotiation on behalf of four member bargaining unit—the lieutenants employed by the Cuyahoga County Sheriff's Department. This is the first negotiation for the bargaining unit. There is no existing collective bargaining agreement for lieutenants.

There are presently 15 positions of sergeant inferior to that of lieutenant.¹ Sergeants have a collective bargaining unit and a collective bargaining agreement. Two positions of captain are superior to that of lieutenant. Captains do not constitute a collective bargaining unit. Thus, they have no collective bargaining agreement..

Prior to 2009 there were eight lieutenants. The number was decreased to four in 2009. All existing lieutenants hold their rank as a result of competitive examinations. Those four

¹Conciliation opinion of Gregory P. Szuter in the Matter of the Conciliation between Cuyahoga County Sheriff's Office and Ohio Patrolmen's Benevolent Association, Case No. 09-MED 10-788.

officers now perform all of the supervisory functions of the previous eight. Lieutenants supervise sergeants, detectives, and others. The number of people being supervised by each lieutenant is now greater than previously occurred.

The Cuyahoga County Sheriff's Department is financed primarily from general fund revenues. Since 2001, Cuyahoga County has had an inflation adjusted reduction in its general fund revenue from \$434.9 million to \$311.8 million. (Employer's Exhibit 1). The County's Office of Budget and Management (OMB) estimates that the general fund revenue will be \$354 million in 2011, \$355.7 million in 2012, and \$349.8 million in 2013.

As of the first quarter of 2011, the projected budget for the Sheriff's Department is \$89,136,103. Approximately, 90% is from the general fund. The expected number of full time equivalent employees for 2011 is 1,179.²

Lieutenants last had a pay increase in December 2006. In the current fiscal year, lieutenants accommodated the County's budget difficulties by foregoing a uniform allowance.

The parties have reached agreement as to all issues except the following:

1. Article 14–Wages
2. Article 30–Promotional Examinations
3. Article 36–Layoff and Recall
4. Article 41–On-duty Injury/Illness Leave
5. Article 55–OPERS “Pick-up” Plan

At the fact-finding hearing, the Union agreed to withdraw one other issue--A proficiency allowance.

The Unresolved Issues

Article 14–Wages.

Present Pay. Lieutenants now have a base pay of \$32.5154 per hour. That constitutes an annual (2080 hours) base pay of \$67,632. That is 7.9% greater than sergeants, who make \$30.1809 per hour–\$62,775 per year. Captains now make \$35.7375 per hour–\$74,334 per year–approximately 10% more than lieutenants.

The sergeant's pay scale results from a collective bargaining agreement, effective until December 31, 2012. That agreement provides that sergeants are entitled to be paid “eighteen percent (18%) greater than the highest hourly rate paid a Deputy Sheriff under the collective bargaining agreement between the Deputy Sheriffs and the [County].”

²Union Exhibit No. 1.

Since the captains do not have a collective bargaining agreement, their pay is determined solely by management.

Union's Request. The Union seeks a 16% differential between Lieutenants and Sergeants. Under such an arrangement, the base pay for Lieutenants would be \$35.0098 per hour or \$72,820 per year. The Union also seeks a \$1,400 uniform allowance and \$1,125 premium for 15 year longevity.

The specific language requested is:

There shall, at all times, be a minimum rank differential of 16.00% between the rank of Deputy Sheriff Sergeant and the rank of Deputy Sheriff Lieutenant, excluding longevity pay and uniform allowance. If at any time, the pay difference between a Deputy Sheriff Sergeant(s) and a Deputy Sheriff Lieutenant(s) is less than 16.00%, then the Employer shall immediately remedy the situation by raising the rate of pay of the affected Deputy Sheriff Lieutenant(s) to 16.00% greater than the rate of pay of the highest paid Deputy Sheriff Sergeant(s).

If the requested hourly rate differential between sergeants and lieutenants were established, the additional annual cost to Cuyahoga County for the base pay increase would be \$5,188 per Lieutenant—a total of \$20,752 per year for the four members of the bargaining unit. The uniform allowance and longevity premium would add approximately \$10,000 more to the County's annual cost for the unit.

Although those costs are not great in a Sheriff's budget of nearly \$90,000,000, the requested increases pose an equity problem between lieutenants and captains. The annual payment per lieutenant would exceed the present wage payment per captain by \$1,011. Thus, the County would find it necessary to increase payments to each captain by at least \$6,702 or over \$13,400 to maintain the present pay differential between lieutenants and captains.

In short, the total cost to the County of the Union's request for Lieutenants would probably be approximately \$45,000 if all of the Union's requests—including uniform allowances and longevity premium were granted and the captains' salary was raised.

County's Offer. The County has proposed to retain the present base pay of \$32.5154 per hour (\$67,632 per year) for lieutenants . It says that it has already tentatively agreed to provide a \$1,400 uniform allowance and to provide a longevity increment of \$375 starting after 5 years and \$75 for each additional year. It notes that, for a 15 year employee, those benefits would constitute a 3.73% economic increase.

The County proposes an agreement lasting through 2013 with wage re-openers in 2012 and 2013. It says that its present financial condition and consistency with its policy of not

providing “any cost of living increases or other salary adjustments for either bargaining or non-bargaining units” in 2011 require such a policy.³

The Essence of the Wage Dispute. The heart of the dispute over wages is not one of ability to pay. The amount at issue—even if upward adjustments were made in wages for both captains and lieutenants—is not one that can not be paid out of either the County’s total resources or the Sheriff’s budget.⁴ A retirement of one deputy or secretary and failure to employ a replacement would cover the cost of the requested wage increase for lieutenants and the likely increase for captains that would be necessary. Rather, the issues underlying the wage dispute are ones of policy consistency and wage inequity.

The County has declined the requested wage increase by lieutenants in order to maintain consistency with the general policy it has adopted of not providing “any cost of living increases and other salary adjustments . . . for employees.”⁵ In the present contract negotiations it has been willing, however, to pay a uniform allowance and provide a longevity increment that lieutenants had not previously enjoyed. Such payments might not be considered “cost of living” or “salary adjustments.”

The Union argues that lieutenants should receive a wage increase because their wage level is inequitable. The Union notes that by reducing the number of lieutenants from eight to four, the workload of each lieutenant has been greatly increased without an accompanying pay increase.

The Union also says that wage inequities exist when the wages of lieutenants in the Cuyahoga County Sheriff’s Department are compared with wages both in sheriff’s departments in other counties and in suburban police departments in Cuyahoga County. For example, while the annual base pay of a lieutenant in the Cuyahoga County Sheriff’s Department is \$67,620.80, the base pay for a ten year sheriff’s employee in Summit County is \$70,495.58, in Lorain County \$74,617.29, in Medina County \$74,842, and in Lake County \$75,441.60. Even higher rates of pay exist for such employees in Montgomery County (\$82,628.61), Butler County (\$85,312.18),

³Employer’s Exhibit 1, page 3.

⁴The County’s reserve fund is expected to exceed through 2013 its policy of maintaining a 20% to 25% unencumbered balance in relation to general fund income. The requested increase for lieutenants would not jeopardize that policy. The Sheriff’s department might also absorb the requested wage increase by possible economies related to purchases of supplies and equipment or personnel usage.

⁵Employer’s Exhibit No. 1, page 3. The fact-finder notes that this policy has apparently not been applied uniformly since newspaper reports have indicated that some management positions have been funded at levels higher than those paid under the form of county government that prevailed prior to November, 2010.

and Franklin County (\$92,331.20). Franklin County also provides a \$1,248 clothing allowance.⁶

The Union also provides evidence of top pay rates for 10 year police department employees in 18 Cuyahoga County suburbs. Pay levels—including clothing, longevity, and shift differentials—for such employees range from \$81,592 to \$95,318.16. The average pay for such employees is \$88,202.77.⁷

The Union argues that, if the lieutenants were awarded a wage rate that was 16% higher than that of sergeants, the lieutenants' base wages of \$72,800 per year would still be below the average wage rate of \$79,531.61 in the 10 counties offered in its comparison group. The Union also notes that a 16% differential with sergeants is lower than the 18% differential between sergeants and ordinary deputies that now exists in the Cuyahoga County Sheriff's Department.

Neither the County nor the Union has explained why suburban police officers and sheriff's officers in other counties appear to be paid more than both lieutenants and captains in the Cuyahoga County Sheriff's Department.

Fact-finder's Recommendation and Reasoning. Ohio Revised Code Section 4117.14 (G)(7) provides that the fact-finder's recommendations must be based upon:

- (a) Past collective bargaining agreements, if any, of the parties;
- (b) Comparison of the issues submitted to final offer settlement relative to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
- (c) 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 standard of public service;
- (d) The lawful authority of the employer;
- (e) The stipulation of the parties;
- (f) Such other factors, not confined to those listed in this section, which are normally or traditionally taken into consideration in the determination of issues submitted to final offer settlement through voluntary collective bargaining, mediation, fact-finding, or other impasse resolution procedures in the public sector or private employment.

The fact-finder recommends that the parties accept the Union's proposal of a 16% differential with Deputy Sergeant's base pay together with the agreement between the parties

⁶Union Exhibit No. 6.

⁷Union Exhibit No. 7.

of \$1400 per year clothing allowance and \$375 longevity increment beginning after five years and a \$75 per year for each additional year thereafter.

Recognizing the County's diminished revenues for 2011 and likely continued revenue reductions in 2012 and 2013, the recommended pay increase for lieutenants is quite small⁸ in comparison to the total budget and can be absorbed by the county in various ways including--if necessary--a very small use of reserve funds.

Not to provide the recommended wage increases and clothing allowances will perpetuate a significant wage inequity for lieutenants. They have not had a wage increase since 2006, yet their responsibilities have increased. In the interim, both ordinary deputies and deputy sergeants have had a wage increase in 2010 under new collective bargaining agreements.

The inequity is magnified when one compares the wages of these lieutenants with officers in nearby counties and local police departments. The recommended base increase to \$72,820 per year will still leave the lieutenants below wage levels in Lake, Lorain, and Medina Counties. The lieutenants' base will also be from \$4,000 to \$23,000 below the pay levels in the 18 suburbs shown in the Union's comparison table.⁹

The 16.1% differential between lieutenants and sergeants is consistent with maintaining wage equity. The differential between sergeants and deputies awarded by Conciliator Gregory P. Szuter on December 3, 2010 is 18%.¹⁰ The County had agreed in that dispute that 18% was an appropriate wage differential between sergeants and deputies. The County has offered no evidence to show that 16% is an improper differential between lieutenants and sergeants.

This recommended wage increase will not be inconsistent with the County's policy of not providing "any cost of living increases and other salary adjustments . . . for employees."¹¹ This is not a cost of living increase. It is, of course, a salary adjustment; but the policy against such adjustments has already been violated for deputy sheriffs and sergeants. Equity requires that lieutenants also be excepted from the general policy.

⁸The total benefits likely to be paid to both lieutenants and captains are probably not much greater than \$45,000. Other employment costs to the County such as payments for unemployment compensation insurance will probably take the cost to the County slightly higher.

⁹See Union Exhibit 8.

¹⁰SERB Case No:09 MED 10-0788.

¹¹Employer's Exhibit No. 1, page 3. The fact-finder notes that this policy has apparently not been applied uniformly since newspaper reports have indicated that some management positions have been funded at levels higher than those paid under the form of county government that prevailed prior to November, 2010.

Article 30: Promotional Examinations

Union's Proposal. The Union seeks the right to gain promotion to captain through a written, competitive promotional examination.

The Union's proposal reads:

Section 1. The Employer agrees that a request shall be made to an appropriate testing entity to conduct promotional examinations within the boundaries of Cuyahoga County. The Employer will maintain from such entity a current eligibility list in accordance with state law. No Employee with less than one (1) year of continuous, uninterrupted service as a Deputy Sheriff Lieutenant shall be eligible to sit for a promotional examination.

Section 2. The Employer shall provide the Union with notification of all requests and schedules for promotional examinations at the time the request is scheduled to be made. Upon receipt by the Employer, the Union shall be provided with a copy of the certified eligibility list generated from the results of the promotional examinations.

The Union argues that a similar provision for promotions exists in the collective bargaining agreements for deputies and sergeants.

County's Position. The County opposes this provision because the position of captain is a non-bargaining, unclassified fiduciary position and because Chapter 124 of the Ohio Revised Code does not require competitive examinations for promotion to the unclassified service. The County asserts that determination of who should hold such position is and should be an exclusive management right.

The County also argues that captains are presently in a fiduciary position. It says that Chapter 24 of the Ohio Revised Code requires competitive examinations only for classified service. It has not argued that Chapter 124 precludes competitive examinations.

Fact-finders's Recommendation and Reasoning. ***The fact-finder recommends that the Union's request be rejected.***

Neither side has presented evidence as to how present incumbents in the captain's positions obtained those positions, what a captain's duties are, what relationship a captain bears to the Sheriff, whether captains occupy a policy-making position that would favor appointment from an unrestricted list of candidates, and what the practices are in other communities with

respect to appointing captains.

Without case law and a detailed description of a captain's responsibilities and relationship to the Sheriff, it is impossible for the fact-finder to determine what legal restrictions preclude competitive examinations and whether the captain exercises a policy-making responsibility of the kind that would make it important for the Sheriff to be free to appoint such officials without competitive examination.

The fact-finder is fully aware that public confidence in the Sheriff's department is probably enhanced when non-policy making positions are filled from a list assembled through competitive examination; nonetheless, the fact-finder is unable to determine whether the public interest weighs in favor of competitive examinations. Without a fuller presentation of the role of captains and the presentation of legal authority, the fact-finder believes it would be irresponsible for him to recommend acceptance of the Union's proposal.

Article 36: Lay-off and Recall

The County and the Union have offered competing provisions for lay-off and recall. The County's proposal contains eight sections which, the County properly claims, are "based in large part on existing articles in both the Deputy Sheriff and Deputy Sergeant contracts." The Union's proposal is less detailed and contains only six sections

Union's Request. The two proposals are drafted in quite different language but the Union has stated that the only respect in which it differs with the County's proposal is that it wants the following language inserted in the County's proposal:

In no situation shall an Employee who took a civil service examination prior to employment or prior to promotion be displaced by an Employee who did not take a valid civil service examination prior to employment.

This proposal was made at the fact-finding hearing. It is not contained in the Union's version of Article 36 that was submitted to the fact-finder in the pre-hearing brief. The County did not respond to the proposal at the hearing.

The Union states that the purpose of this provision is to protect the lieutenants from being displaced by non-tested captains. A similar provision is in Section 6 of the Deputy Sergeants' collective bargaining agreement. Such a provision is not contained in the Deputy Sheriffs' contract. The deputy's contract was entered into prior to the sergeants' contract.

If the Union's proposed language were adopted, it might appropriately be included as the second sentence in Section 2 of the County's proposal which would then read:

The Employer shall determine when a layoff will occur. In no situation shall an Employee who took a civil service examination prior to employment or prior to promotion be displaced by an Employee who did not take a valid civil service examination prior to employment. Affected Employees will be laid off in accordance with their established seniority within rank. Bargaining unit Employee(s) with the least seniority will be laid off first. In the event that more than one Employee has the same date of hire, the established seniority list will be used to determine the most senior Employee.

*Fact-finder's Recommendation and Reasoning. **The fact-finder recommends that the Union's request be adopted and that the following language be inserted in an appropriate section of Article 36:***

In no situation shall an Employee who took a civil service examination prior to employment or prior to promotion be displaced by an Employee who did not take a valid civil service examination prior to employment.

A similar provision is included in the collective bargaining agreement for sergeants. The requested provision serves the salutary purpose of assuring that lieutenants are people who were hired or promoted in the Cuyahoga County Sheriff's department based upon merit. It also protects existing lieutenants—all of whom did pass a competitive examination—from being displaced by those who did not.

Article 39: Vacation Time.

The Union seeks an enhanced vacation schedule which would award three (3) weeks vacation after six years service, four (4) weeks in the 11th to 19th year, five (5) weeks in the 20th year, and an additional day for the 21st, 22^d, 23rd, and 24th years until six (6) weeks was granted for the 25th and succeeding years. The County proposes a vacation schedule for lieutenants that is identical to deputies and sergeants: three (3) weeks after six years, four (4) weeks after 15 years, and five weeks after 21 years.

The parties have not provided any other information relevant to justification.

*Fact-finder's Recommendation and Reasoning. **The fact-finder recommends that the Union's request for additional vacation leave be rejected. The County's proposal for vacation leave should be implemented.***

The practice in the department for many years has been for all ranks to accrue vacation leave at the same rate. The Union's request would enable lieutenants to accrue vacation leave at a more favorable rate than other employees. The County's proposal gives lieutenants the same

vacation accrual as deputies and sergeants. The lieutenants should not become a pace-setter on vacation accrual at this time of the County's financial uncertainty.

Article 41: On-Duty Injury/Illness Leave

The parties have agreed to use the current language in the Deputy Sergeant's contract with one exception. The disputed exception involves how long the employee may remain on paid leave for an "On-duty critical incident" causing "a serious disabling illness" or "disability" before having to substitute PERS disability pay for County pay. In Section 5 of the County's proposal, the County has suggested a six month limit to County pay. The Union suggests that the only limit be until "the Employee . . . is eligible for disability pay."

Fact-finder's Recommendation and Reasoning. **The fact-finder recommends that the following sentences be substituted for Section 5 of the County's proposal:**

Leave shall be paid for such period of time as the Employee is actually disabled. The Employee shall receive full compensation from the Employer as if the Employee was working until the Employee is able to return to full time duty or is eligible for disability pay. The Employer may require verification of injury/illness status every thirty (30) days or as otherwise deemed necessary. Upon determination of the Sheriff and confirmed by a physician chosen by the Employer, the Employer may, at any time, require that the Employee apply for disability pay.

The Union originally requested pay from the County for on-duty injury/illness for an unlimited period of time.. The County proposed a six month limit. The six month limit is identical to the provision in the sergeants' contract.

Paid disability leave for an unlimited period is unreasonable. However, six months is an arbitrary time limit since it is possible that an Employee may suffer a disabling injury which will permit return to full time work in more than six months.

A compromise similar to that defined above was discussed at the fact-finding hearing. The language suggested in the fact-finder's recommendation gives the County authority to compel the Employee to switch to disability pay under the applicable insurance program at any time—even in less than six months--but allows the Employee to continue on paid leave from the County for a longer period of time if there is a reasonable likelihood that the Employee can return to duty.

Article 55: Miscellaneous:

This issue involves whether the lieutenants shall participate in a tax deferral plan for retirement plan deductions that is available under federal and state income tax law. If the County were to adopt a particular resolution recommended by OPERS, the deduction of federal and state income taxes in the lieutenant's pay check would be less than if the resolution were not adopted. The lieutenant would thus get a slightly greater amount in his pay check than if the resolution were not adopted. No additional expense would be incurred by the County. No changes in retirement plan deductions would occur.

Union's Proposal. The Union has proposed the following language in Article 55:

Section 1. The Employer shall institute the "tax deferred" Employer pick-up plan in the OPERS Employer Brochure entitled "Pick-up Plans: A Guide for Employers."

County's Position. The County has expressed concern that the proposal is "potentially impacted by S.B.5."

The required County resolution adopting an OPERS Pick-up Plan is set forth in an OPERS brochure entitled "PICK-UP PLANS: A GUIDE FOR EMPLOYERS." The County may select either a "Fringe-benefit method" resolution or a "Salary-reduction method" resolution published in the brochure. The Union has not expressed a preference.

Fact-finder's Recommendation and Reasoning. **The fact finder recommends that the following language be included in Article 55:**

Section 1. The Employer shall institute for the benefit of lieutenants one of the "tax deferred" Employer pick-up plans as outlined in the OPERS Employer Brochure entitled "Pick-up Plans: A Guide for Employers.

The fact-finder can see no reason why one of the plans outlined in the aforementioned brochure should not be implemented. There is no cost to the County. Employees will receive a slightly larger pay check because federal and state taxes will not be deducted for money sent to PERS. The suggested plans are widely used in Ohio. Indeed, Common Pleas judges in Cuyahoga County benefit from such plans

The County has not explained how S.B. 5 can presently affect this provision in the collective bargaining agreement.

\s\Burt W. Griffin

Fact-Finder

July 20, 2011

Certificate of Service

A copy of the foregoing findings of fact, recommendations, and reasons was sent by E-mail to Christopher Russ, Esq., cruss@cuyahogacounty.us , to Max Rieker, Esq, maxrieker@sbcglobal.net , and to Mary Laurent of the State Employment Relations Board, mary.laurent@serb.state.oh.us this 14th day of July, 2011.

\s\Burt W. Griffin