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STATE EMPLOYMENT RELATIONS BOARD
STATE OF OHIO

In the Matter of the Fact-finding Proceedings between:

ERIE COUNTY ENGINEER, COUNTY OF ERIE, OHIO)	Case No. 99 MED 01-0037
)	
and)	<u>RECOMMENDATIONS</u>
)	
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, OHIO COUNCIL 8, LOCAL 1045)	Margaret Nancy Johnson Fact-finder

Introduction

The Erie County Engineer, hereinafter "Engineer" or "Employer," is party to a Collective Bargaining Agreement with the American Federation of State, County and Municipal Employees, Local 1045, hereinafter "AFSCME," or "Union." Functions of the Employer include the maintenance and repair of the County Highway systems. Approximately fifteen (15) employees performing repair and maintenance duties for the county in the job classifications of Equipment Operators, Highway Workers and Mechanical Repairs constitute the bargaining unit herein represented by AFSCME.

The current collective bargaining agreement between the parties expired on March 31, 1999. As the parties had been unable to negotiate a successor agreement, the State Employment Relations Board appointed Margaret Nancy Johnson to assist in the resolution of the dispute through fact-finding. Pursuant to this directive, a hearing was held on April 14, 1999 commencing at 10:00 a.m., in a conference room at the Erie County Administration building in Sandusky, Ohio.

The County Engineer was represented by Robert W. Windle, of Advanced Management Systems, Inc. Also in attendance at the hearing on behalf of the County Engineer were Terry R. Griffith, Assistant County Prosecutor; Jack Farschman, County Engineer; Roch Hammond, Bob Creech, and Ken Fortney. William Fogle, Staff Representative, presented the case on behalf of the Union. Members of its Negotiations Committee present at the hearing were Corey Dehn, Ken Keller, and Edward Smith.

Each party timely submitted position statements for review by the fact-finder prior to the hearing. At the time of fact-finding, evidence and argument were presented on eleven (11) issues remaining in dispute.

Issues

The issues submitted to the fact-finder for consideration and recommendation are the following: Article 17, DISCIPLINE; Article 21, SICK LEAVE; Article 26, HOLIDAYS; Article 27, HOSPITALIZATION; Article 37, WAGES; Article 38, DURATION; APPENDICES A, D, F, G; and a Side Letter of Practice.

Criteria

In rendering the recommendations which follow, the Fact-finder has taken in consideration the criteria set forth in Ohio Revised Code Section 4117.14(C) and in Rule 4117-9-05(J) and (K) of the State Employment Relations Board.

Position of the Parties

I ARTICLE 17 PROGRESSIVE DISCIPLINARY STANDARDS

The present Agreement provides that suspensions and reprimands cease to have effect after twelve (12) months from the date of occurrence. Consistent with comparable contracts, the Engineer proposes an increase from twelve (12) to twenty-four (24) months. In order to provide meaningful discipline for serious offenses and to preclude patterns of misconduct from occurring, the Engineer contends the record of the employee ought to be maintained for two years.

In arguing in support of current contract language, the Union contends that the twelve month period has been in the agreement for twenty-one (21) years without contention. The County retains its right to discipline for just cause and the change sought by the Engineer in this proceeding is unnecessary.

II ARTICLE 21 SICK LEAVE

The Engineer proposes a clerical change co-ordinating the date in Section 6 with the date in Section 13. In addition the Engineer seeks to require a physician's statement from employees returning to work after three or more days of absence. Currently, a physician's release is not required until the absence exceeds three days. As sick leave usage is historically high within the department, the Engineer maintains that a means of controlling sick leave use is warranted. Moreover, the County asserts that its proposed modification is consistent both with the contracts of other county employees and also with those of other county engineers.

Disputing the need for a modification in contract language, the Union points out that the County has the prerogative of discipline for abuse of sick leave. In the absence of such discipline, the Union maintains there is no need for the proposed change. Unless the County can demonstrate a justification for a change, current contract language should be maintained.

III ARTICLE 26 HOLIDAYS

The County Engineer proposes work on the day before and

after a holiday, unless otherwise scheduled off, as a pre-requisite for holiday pay. In response to the historically high rate of absenteeism on such days, the Engineer deems the proposal justified. Again, the County cites contracts both within the County and with other county engineers in support of its proposal. Additionally, the County seeks to impose eligibility qualifications on the use of paid personal days.

In response to the Union proposal for an additional personal day off, the County Engineer points out that members of the bargaining unit already have accrued 2,500 hours of unused vacation time, indicating there is no need for an additional personal day. Moreover, because it will significantly impact both efficiency and cost, the Engineer opposes a third personal day. No other employee of this department has the added benefit, and no other county engineer within the state grants its employees more than the two personal days presently in the contract.

Arguing in support of the third personal day off, the Union submits evidence that three personal days off is consistent with other bargaining units within the county. The fact that non-bargaining unit employees of the Engineer do not have such a benefit is irrelevant. Since 1984 the County Engineer is required to negotiate with its organized work force, and holidays are a subject of mandatory bargaining. It is not fair to single out this bargaining unit for a benefit less than what is granted to other organized employees of the county.

In opposition to the changes proposed by the Engineer requiring employees to work the day before and after a holiday to be eligible for pay, the Union submits there is no evidence of a need for such a change. In the absence of a justification, it is not common to negotiate modifications. Moreover, an illness before or after a holiday ought not to jeopardize the entitlement of an employee to a contractual right. Should an employee abuse sick leave privileges, the County has the option of pursuing discipline. In the absence of discipline, however, there is no basis for making the changes proposed by the Engineer in regard to holidays.

IV ARTICLE 27 HOSPITALIZATION and APPENDIX D

In 1987 the Erie County Board of Commissioners became self-insured by establishing a trust fund for the purpose of providing hospitalization for county employees. Since then, in every contract except that of the County Engineers, the appendices setting forth the medical plans were removed from the Collective Bargaining Agreements (Appendix D). Then, in January 1999, the Board of Commissioners initiated on a trial basis a preferred provider organizational plan. So that the terms of the Agreement between the parties correctly relates the commitment and legal authority of the County Engineer, the Engineer proposes deleting Sections 1 and 5 from Article 27, as well as Appendix D, and inserting instead an agreement to make available to all full time bargaining unit employees the

County Hospitalization plan. Because the County Engineer simply does not have the authority to contract for health insurance, the Agreement between the parties ought not to include a mandate with which the Engineer cannot comply. As health care is a major and increasing expense of the employer, the County Engineer also proposes that employees contribute to the cost of health care benefits should insurance premiums increase above existing rates.

The Union argues that current contract language including Appendix D ought to be retained. Hospitalization is a mandatory subject of bargaining, and Article 27 reflects the terms negotiated by the parties pertinent to health care. No other county employee is required to contribute to health care costs and this unit ought not to be required to do so either. As it creates uncertainty and instability, the Union is opposed to any contract re-opener on the issue of cost sharing by employees.

V ARTICLE 37 WAGES

The Employer proposes a wage increase of \$.25 in each of the three years of the contract commencing upon its execution. Wages paid by the County Engineer compare favorably with those paid by the largest and most wealthy of the County Engineers, and the wage proposal of the Engineer will maintain the bargaining unit as among the highest paid employees of Engineering Departments within the state. Moreover, the increase proposed by the Engineer is consistent with increases in the Consumer Price Indexes.

The Union proposes a wage increase of \$.44 for each year of the contract. Ability to pay is not an issue in this proceeding, and the County Engineer can well afford the rate increase proposed by the Union. Moreover, an increase of \$.44 is consistent with per centage increases negotiated throughout the State.

VI DURATION

Both parties agree to a three year contract but differ as to the commencement date of the same. The County seeks to have the effective date be upon execution, while the Union seeks retroactivity to March 31, 1999. Opposing retroactivity, the County contends that a later commencement date better enables the County to meet its negotiation needs with other units within the county and, futher, gives the parties the benefit of a full three year contract.

VII Appendix A

The County seeks a revision to the existing grievance form set forth in Appendix A. As it is presently formated, the document fails to provide a precise record of the orderly and timely processing of the grievance or adequate space for the grievance history. The Union opposes the proposed change as it is unnecessary and obfuscates the role the Union as the moving party in grievance procedure.

VIII Appendix D-Referenced under Hospitalization

IX Appendix F-Drug Free Work Place

As there is much confusion and overlapping in the current policies relating to substance abuse, the County herein seeks to unify and co-ordinate its applicable policies. In place of the conflicting and obsolete programs currently in existence, the County proposes the same policy recently negotiated by the General Counsel for AFSCME with Fulton County Engineer. Incorporating the Department of Transportation requirements on substance abuse and bringing the employer into compliance with the Omnibus Transportation Act of 1991, the County Engineer proposes a manageable drug policy for employees which is consistent with the policy adopted by numerous Engineers throughout the state.

The Union opposes the new policy as it is unnecessary. A workable program is already in place serving the interests of both the County and the employees. In addition to informing employees of drug testing policies, the Appendix includes Guidelines for Employee Assistance, Last Chance Agreements, and an agreement to follow the Omnibus Transportation Act of 1991. To further provide information and educational materials for employees, the Union proposes an addition to Appendix F consisting of a modified Department of Transportation Alcohol and Substance Abuse Program.

X Appendix H- MCO

In order to provide employees with the information and training needed to properly process health claims, the Union proposes adding the Claims Management Program Leader's Guide prepared by CompManagement Health Systems as an appendix to the Agreement. Because of the confusion on the part of employees as to how, when and where to file claims, the appendix is intended to assist employees and to alleviate the confusion about how the process operates.

The County Engineer opposes the inclusion of this document as an Appendix to the Agreement as it is beyond the scope of the authority of the County Engineer to bargain. The document has already been given to all employees and there is no need to give it out a second time. If an employee has a question about an industrial claim, Human Resources can assist. Adding an appendix on this matter will not provide the employees with something they do not already have or which they cannot ascertain.

XI Appendix I- Side Letter

The Union proposes a side letter of agreement incorporating the alleged past practice of replacing the broken or worn out tools of mechanics. Opposed to the side letter, the County Engineer denies the existence of such a past practice.

Discussion

I ARTICLE 17 Progressive Discipline

In principle, this fact-finder concurs with the contention that long-standing, negotiated contract language should not be changed unless there is a preponderant reason for doing so. Nonetheless, the give-and-take of collective bargaining justifies concessions by one party in exchange for its proposals on another issue. Considering that both parties have suggested modifications to the current contract language, the Union should acquiesce to changes in progressive discipline in furtherance of its own proposals having a broader impact on members of the unit.

The fact-finder acknowledges job security underlies the disputed contract provision and that the issue of protecting employee rights is a paramount concern of the Union. Yet, the proposal by the County Engineer in this instance does not in any way deprive the bargaining unit of an employment privilege. Progressive Discipline remains the operative principle and, should a grievance protesting discipline arise, just cause remains the decisive standard.

Indeed, from the perspective of an arbitrator, a twenty-four month record enables the trier of fact to more accurately and fairly assess the employment history of an employee. Moreover, twenty-four months commonly appears when an effective period for disciplinary action has been negotiated into a contract. As the proposal by the County Engineer is a fair and reasonable request which does not impose unjustifiable consequences upon the bargaining unit, the fact-finder recommends its acceptance.

II ARTICLE 21 Sick Leave

The clerical change of co-ordinating the dates of Sections 6 and 13 of Article 21 is recommended, and, indeed, is not a matter of contention. More problematic is the proposal by the County Engineer to require a statement from a physician when an employee is absent three days rather than in excess of three days, as is currently set forth in Section 7 of the Article. In support of its proposal, the County Engineer cites considerable sick leave usage and the need to ensure that employees are capable of returning to work following an absence. Opposing the change, the Union maintains that the County Engineer has other options available to curtail excessive sick leave.

Indeed, the fact-finder is of the opinion that the proposal by the County Engineer may not serve the intended purpose. If the objective is to curb improper use of sick leave, then, the remedy lies in disciplinary measures and programs. Requiring a statement from a physician after an absence of three days will not guarantee appropriate use of sick leave. Nor will it ensure that an employee is capable of performing duties upon a return to work. Shortening the period of time after which a Release to Work note must be secured may proliferate paperwork, but it will not curtail abuse. Accordingly, the

fact-finder does not recommend this change in the Sick Leave provisions of the Agreement between the parties.

III ARTICLE 26 Holidays

Changes to the Holiday Pay language of Article 26 are proposed by both parties. The Union seeks an additional personal day, for a total of three days. While the County opposes the additional day, it also seeks to require an explanation for the personal days taken by an employee. In addition, the County Engineer proposes that the employee must work the day before and after a holiday, unless otherwise scheduled off, in order to receive the holiday pay.

Addressing, first, the number of personal days, the hearing officer finds that three personal days is the norm in the County. While the fact-finder acknowledges that the County Engineer is an entity separate and apart from the Erie County Commissioners, she, nonetheless, believes that employees working on behalf of Erie County are entitled to some degree of comparability in the matter of employment benefits. Again, the fact-finder notes that underlying the proposal by the Engineer is a concern with excessive use of sick leave. As stated in reference to the changes proposed relative to Article 21, enforcement of proper use of leave is distinct from the extent of permissible leave. In the absence of a need which cannot be addressed in another manner, the fact-finder recommends that employees of the County Engineer be given the same personal days as other County employees.

Applying the same argument to a different issue, the fact-finder recommends that to be entitled to holiday pay, the employees of the Engineer, like the employees of the Care Facility, the Sheriff, and the Department of Human Services, be required to work the day before and the day after a holiday, unless otherwise scheduled off. In the opinion of the fact-finder, the proposal by the Engineer emanates from manpower shortages experienced by the County Engineer before and after holidays. Certainly, the proposal is a reasonable and proper way to address the issue and maintain the level of the work force. Recognizing the concern of the Union for legitimate needs of the work force, however, the fact-finder recommends language similar to that in the contract with the County Sheriff, providing for and defining an "excused absence."

Finally, in the matter of Holidays, the fact-finder rejects the proposal by the Engineer to require an explanation for the use of a personal day. No other contract submitted to the fact-finder requires such an explanation. Moreover, in the opinion of the hearing officer, the use of a personal day includes an element of privacy, which the requirement for an explanation totally violates.

IV ARTICLE 27 Hospitalization

The changes sought by the Engineer in regard to Article 27 are intended to bring the contractual language into conformity with actuality. Arguing that the County Engineer has no

authority to provide health insurance coverage, the Employer maintains that the present language of Article 27 must be changed. In response, the Union contends that health insurance is, indeed, a mandatory subject of bargaining and that the Engineer is obligated to negotiate with the Union on the matter.

Any changes in Article 27 of the Agreement must be consistent both with the statutory obligation to bargain and with the legislative limitations upon the authority of the Employer. In recommending the changes which follow, the fact-finder has recognized and taken into account the legal authority of the Employer. While the Engineer may not have the legal authority to contract for health insurance, the Engineer most certainly has the authority to make insurance available to employees, even if the coverage is restricted to the health insurance program funded by the Board of County Commissioners. Moreover, the fact-finder acknowledges this unit's unique community of interest with the employees of agencies within the jurisdiction of the County Commissioners. Finally, the fact-finder believes that the contractual language must conform to the actualities.

Accordingly, the fact-finder recommends that Section 1 be maintained with the exception of updating the levels of benefits to December 31, 1998. As Appendix D of the current contract fails to correctly state insurance benefits and has been removed from the contracts of all units participating in the plan, the same ought to be removed from the instant Agreement as well. There is no reason to include meaningless language within a Collective Bargaining Agreement, especially as Section 2 of the Article provides the information and clarification intended by Appendix D.

Finally, pertaining to Article 27, the fact-finder addresses the crucial issue of employee participation in the costs of the health insurance program. As argued by the Engineer, the bargaining unit is relatively small compared to other units within the County. Additionally, the Engineer stresses the separability of the unit from other larger units under the jurisdiction of the Commissioners. The annual cost to the Engineer per employee for insurance is currently \$8,000, an increase within the last three years of almost \$3,000. In support of its position, the Engineer points out that the majority of public employees in Ohio contribute to the cost of their medical insurance to some extent. Given the size of the unit and the costs incurred by the Employer, the Engineer proposes a re-opener for the purpose of discussing employee contributions should premiums increase during the term of the Agreement.

Opposing a re-opener, the Union argues that no other county employee is required to contribute to insurance. As it creates uncertainty, the Union objects to any re-opener with regard to employee participation in insurance costs. The argument made by the Union with regard to a re-opener, is, however, two-edged. Although stability in contractual commitments for the duration of the contract is, of course, desirable, it is an illusive goal. As evidenced by the Engineer, costs are

not static but may gyrate in an unpredictable manner. Further, the subject of employee participation cannot be properly addressed without reference to wage increases. Two most fundamental economic issues in bargaining are wages and insurance.

The initial response of the fact-finder, though reluctant to open the door to insurance-cost participation when no other county employee is required to do so, was that, under very specific circumstances, at least discussion about such participation may be warranted. Accordingly, the fact-finder considered recommending that should the per hour increase for each employee with family coverage in a single year of the Agreement exceed the hourly wage increase provided in Article 37, then the parties agree to meet for the purpose of discussing employee contributions. With the possibility of a re-opener, the wage recommendation should compensate employees for the potential cost in participation.

In an effort to determine the feasibility of a re-opener on employee co-pay, however, the fact-finder carefully reviewed the record in this proceeding. Testimony by the Union indicates adamant opposition to the concept of a reopener. Indeed, "it's better to set our hand, even though it may be a bitter taste in our mouth..."(51). In other words, finality with a cost is preferred by the Union over a re-opener. Given the intransigence of the Union on this issue and the preference for co-operation rather than compulsion on such issues, the fact-finder declines to recommend a re-opener on the matter of hospitalization. The wage recommendations which follow, however, are intended to provide the "economic relief" sought by the County Engineer.

V ARTICLE 37 Wages

The parties to this contract are in agreement as to the intent to maintain a monetary rather than a per centage increase. Even though collective bargaining agreements throughtout the state reflect per centage increases, the parties to this agreement prefer to negotiate increases in monetary units, and the fact-finder defers to this preference. While precision is not possible, the hearing officer endeavored to have the monetary increase be somewhat reflective of per centage increases presently being negotiated throughout the state, but also to take into account the overall benefits package herein recommended.

The proposal of the Union for a \$.44 increase is approximately the 3% wage increase presently being negotiated by the public sector in Ohio. The \$.25 proposal by the Engineer is less than a 2% increase. Although the fact-finder agrees that the proposal of the Union is closer to the prevailing rate increase, she has taken into consideration the inability of the parties to agree upon an employee contribution to health care, an economic concept that most public employees have accepted. Employer coverage of hospitalization is money to the employee. The undisputed statistic of the Engineer indicates

the hospitalization is the equivalent of \$3.75 per hour for each employee with family coverage. With such an insurance benefit, it is not unreasonable for the parties to implement a wage increase somewhat less than the 3% currently negotiated in the public sector. Accordingly, the fact-finder recommends \$.35, \$.35 and \$.35 increases for the first, second and third year of the contract, respectively. Moreover, the fact-finder recommends that the wage adjustment be retroactive to March 31, 1999.

VI ARTICLE 38 Duration

The fact-finder recommends a three year contract effective March 31, 1999.

VII Appendix A

The fact-finder does not recommend the change in Grievance Form proposed by the Engineer. The Union properly is concerned about its position as the moving party in grievance administration. As the Union is a party to the Agreement, and not the individual employee, the Union has the prerogative of processing and appealing grievances and ensuring that the same are properly and timely completed.

VIII Appendix D

As discussed under Hospitalization, the fact-finder recommends that Appendix D be deleted from the Agreement between the parties.

IX Appendix F

Much time was spent by the parties in an effort to resolve the terms of a Policy on Substance Abuse. While the Engineer proposed a DOT policy which had been negotiated by AFSCME Counsel with the Fulton County Engineer and adopted by numerous County Engineers throughout the State, the Union objected to the same, concerned for protecting employees and ensuring the continued employee assistance program currently in place.

Adding to the perplexity of the issue was the suggestion by the Assistant County Prosecutor that Appendix F was never part of the contract ratified by the County Engineer three years ago. Without adjudicating the legal status of Appendix F, the fact-finder notes that for the past several years the parties have functioned with the understanding that Appendix F set forth an agreed upon substance abuse policy. Moreover, the fact-finder observes that Appendix F was the consideration by which the Union membership ratified the terms of the Agreement between the parties in 1996. Debating whether or not Appendix F was ever legally a part of the Collective Bargaining Agreement serves no useful purpose at this stage of the negotiations for a successor agreement.

The rationale for the proposal of the County Engineer is to consolidate and update the policy, deleting language which is no longer operable or relevant. Proposing an Alcohol and Drug Testing Policy which has been negotiated by the General

Counsel for AFSCME and another County Engineer, this Engineer seeks to bring his department into compliance with the Omnibus Transportation Act of 1991 and relevant Department of Transportation regulations. In contrast to the approximately eight (8) page document submitted by the County Engineer, the Union proposes adding an additional thirty-nine (39) page manual to Appendix F of the Collective Bargaining Agreement.

Declining to make a recommendation on this matter, the fact-finder suggests that the parties execute a side letter agreement to create a workable policy on substance abuse, with the understanding that current policy remain in effect until so replaced. Fact-finding is not the appropriate forum for formulating policy. To be sure, procedures for working with employees evidencing the influence of chemical substances is of concern to the Union and is properly considered a condition of employment. But, the implementation of policy, employment manuals, and employee handbooks should not become tactics in collective bargaining. Although the fact-finder accepts the premise that the bargaining unit must be informed of the drug and alcohol policies impacting employment, weighty and cumbersome inclusions in the Agreement between the parties are not recommended. It is sufficient--indeed, preferable--that the terms of the agreement be concise and clear, creating a framework within which the parties can flexibly function.

X APPENDIX H - MCO

The fact-finder does not recommend this inclusion within the appendix to the agreement. Much of what has been stated above is applicable in this instance as well. As the document has already been disseminated to employees, the proposal unnecessarily weighs down this contract. Should the Union determine to provide training and information as a service to its membership, then, by all means, it may endeavor to do so. The processing of industrial claims, however, does not arise out of the terms of the collective bargaining agreement, but is a completely separate body of law, taking precedence in the event of conflict with the contract. Moreover, employees have available to them multiple sources of assistance and information should questions arise on the matter of workers' compensation. Including this forty (40) page document as an appendix to the contract is unjustified.

XI Side Letter

Again, fact-finding is not the appropriate forum for resolution of issues of "past practice," and the fact-finder respectfully declines to put on her arbitrator's hat in this dispute. A determination of whether or not a past practice existed would require substantive testimony and evidence on the matter which was not submitted by the proposing party. The County Engineer has refused to agree to this letter for valid reasons: prior negotiations with mechanics and a wage increase based on the use of personal hand tools, and lack of precedence in comparable contracts. The fact-finder does not

recommend the inclusion of this side letter, but simply observes that the Union has taken the position such a practice exists.

SUMMARY OF RECOMMENDATIONS

I ARTICLE 17 PROGRESSIVE DISCIPLINE

SECTION 3. The Employer agrees to clear employment records of unfounded charges as soon as they are aware of such charges. Suspension and/or reprimands will cease to have any effect twenty-four (24) months after they occur, providing there are not intervening suspensions and/or reprimands.

II ARTICLE 21 SICK LEAVE

Co-ordinate the dates of Sections 6 and 13.

III ARTICLE 26 HOLIDAYS

SECTION 2. Add: To be eligible for holiday pay, the employee must work the last regularly scheduled shift immediately preceding the holiday and the first regularly scheduled shift immediately following the holiday unless the employee has an excused absence. For the purposes of this section, an excused absence shall be defined as any leave provided for in the Agreement, an illness which is appropriately verified by a physician, approved vacation leave, or a personal day as provided in the Agreement.

SECTION 4. Change to three (3) personal days.

IV ARTICLE 27 HOSPITALIZATION

SECTION 1:

Change April 1, 1984 to December 31, 1998.

SECTION 5:

Delete

V ARTICLE 37 WAGES

Increase by \$.35 each year of the three year contract, retroactive to March 31, 1999.

VI ARTICLE 38 DURATION

A three year contract effective March 31, 1999.

VII Appendix A

No change

VIII Appendix D

Delete

IX Appendix F

A letter of Agreement whereby the parties set forth their intent to formulate the terms of a comprehensive policy on Alcohol and Substance Abuse. During this process the parties shall function under the present policies and procedures.

X Appendix G or H (MCO)
No inclusion

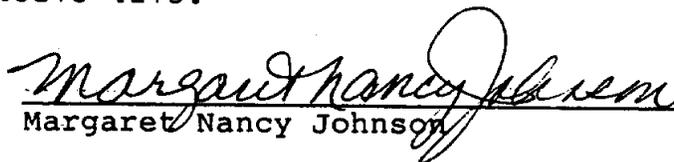
XI Side Letter
No inclusion

Respectfully submitted,


Margaret Nancy Johnson
Fact-finder

Service

A copy of the foregoing recommendations were issued by Express Mail this 3rd day of May, 1999, to William Fogle, Staff Representative, AFSCME, Local 1045, at 420 South Reynolds Road, Suite 109, Toledo, Ohio 43615; Robert W. Windle, Advanced Management Systems, Inc., at 555 West Schrock Road, Suite 220, Westerville, Ohio 43081; and G. Thomas Worley, Administrator, Bureau of Mediation, State Employment Relations Board, 65 East State Street, Columbus, Ohio 43215-4213.


Margaret Nancy Johnson