

State Employment Relations Board

Board Meeting Minutes
June 30, 2022

The State Employment Relations Board met on June 30, 2022, at 10:00 a.m., at 65 East State Street, 12th Floor, Columbus, Ohio. Present at the meeting were Chair W. Craig Zimpher, Vice Chair Frederick Mills, and Board Member Robert Walter.

I. APPROVAL OF MINUTES FOR THE JUNE 9, 2022 BOARD MEETING:

Vice Chair Mills moved that the Board approve the minutes for the June 9, 2022 Board meeting. Chair Zimpher seconded the motion. Chair Zimpher called for discussion and the vote.

Vote: WALTER: Abstained MILLS: Yes ZIMPHER: Yes
Affirmed X Denied _____

II. MEDIATION AND FACT-FINDING MATTERS AT ISSUE:

There were no mediation matters.

III. REPRESENTATION MATTERS AT ISSUE:

1. Case 2021-REP-09-0087 Elida Support Staff Association, OEA/NEA and Elida Local School District Board of Education
(July 12, 2022 - July 26, 2022)
2. Case 2022-REP-03-0034 Teamsters Local Union No. 957, General Truck Drivers, Warehousemen, Helpers, Sales and Service and Casino Employees and Jefferson Township Fire Department
(July 12, 2022 - July 26, 2022)

The parties have entered into Consent Election Agreements.

Vice Chair Mills moved that the Board approve the Consent Election Agreements and direct mail-ballot elections to be conducted during the polling period of July 12, 2022 through July 26, 2022. Board Member Walter seconded the motion. Chair Zimpher called for discussion and the vote.

Vote: WALTER: Yes MILLS: Yes ZIMPHER: Yes
Affirmed X Denied _____

3. Case 2022-REP-05-0065 Fraternal Order of Police, Ohio Labor Council, Inc. and Tuscarawas County Sheriff
4. Case 2022-REP-06-0071 Ohio Patrolmen's Benevolent Association and Athens County Sheriff

The filed Joint Amendments of Certification.

Vice Chair Mills moved that the Board approve the jointly filed petitions and amend the units accordingly. Board Member Walter seconded the motion. Chair Zimpher called for discussion and the vote.

Vote: WALTER: Yes MILLS: Yes ZIMPHER: Yes
Affirmed X Denied _____

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5. Case 2022-REP-04-0050 Fraternal Order of Police, Ohio Labor Council, Inc. and City of Sunbury
6. Case 2022-REP-04-0055 Fraternal Order of Police, Ohio Labor Council, Inc. and City of Sylvania

The Employee Organizations filed Requests for Recognition.

Vice Chair Mills moved that the Board certify the Employee Organizations as the exclusive representative of all employees in the relevant bargaining units. Board Member Walter seconded the motion. Chair Zimpher called for discussion and the vote.

Vote: WALTER: Yes MILLS: Yes ZIMPHER: Yes
Affirmed X Denied _____

7. Case 2022-REP-01-0001 Teamsters Local Union No. 957, General Truck Drivers, Warehousemen, Helpers, Sales and Service and Casino Employees and Jefferson Township Fire Department
(May 10, 2022 - May 24, 2022)

- There were fifteen (15) valid ballots cast
- There were three (3) void ballots
- There were zero (0) challenged ballots
- No Representative received three (3) votes
- Teamsters Local Union No. 957, General Truck Drivers, Warehousemen, Helpers, Sales and Service and Casino Employees received twelve (12) votes
- Teamsters Local Union No. 957, General Truck Drivers, Warehousemen, Helpers, Sales and Service and Casino Employees prevailed in this election

8. Case 2022-REP-01-0002 Teamsters Local Union No. 957, General Truck Drivers, Warehousemen, Helpers, Sales and Service and Casino Employees and Jefferson Township Road Department
(May 10, 2022 - May 24, 2022)

- There were two (2) valid ballots cast
- There were zero (0) void ballots
- There were zero (0) challenged ballots
- No Representative received zero (0) votes
- Teamsters Local Union No. 957, General Truck Drivers, Warehousemen, Helpers, Sales and Service and Casino Employees received two (2) votes
- Teamsters Local Union No. 957, General Truck Drivers, Warehousemen, Helpers, Sales and Service and Casino Employees prevailed in this election

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9. Case 2022-REP-01-0004 Ohio Patrolmen's Benevolent Association and Fraternal Order of Police, Ohio Labor Council, Inc. and City of Ashland
(May 10, 2022 - May 24, 2022)

- There were eleven (11) valid ballots cast
- There were zero (0) void ballots
- There were zero (0) challenged ballots
- No Representative received zero (0) votes
- Fraternal Order of Police, Ohio Labor Council, Inc. received zero (0) votes
- Ohio Patrolmen's Benevolent Association received eleven (11) votes
- Ohio Patrolmen's Benevolent Association prevailed in this Election

Mail ballot elections were conducted.

Vice Chair Mills moved that the Board certify the Employee Organizations as the exclusive representative of all employees in the bargaining units. Board Member Walter seconded the motion. Chair Zimpher called for discussion and the vote.

Vote: WALTER:	<u>Yes</u>	MILLS:	<u>Yes</u>	ZIMPHER:	<u>Yes</u>
Affirmed	<u>X</u>	Denied	<u> </u>		

IV. ADMINISTRATIVE LAW JUDGE RECOMMENDATIONS AT ISSUE:

1. Case 2022-ULP-03-0036 Billy Kay Peeler v. Amalgamated Transit Union, Local 285

On March 30, 2022, Billie Kay Peeler (Ms. Peeler/Charging Party) filed an unfair labor practice charge against The Amalgamated Transit Union, Local 285 (Union, Local 285/Charged Party). Ms. Peeler alleges the Union violated Ohio Revised Code § 4117.11 (B)(6) by refusing to allow her to join the Union at the completion of her introductory [probationary] period.

On May 19, 2022, the State Employment Relations Board (SERB/Board) found probable cause existed to believe a violation had occurred and directed the matter to unfair labor practice mediation for a period not to exceed sixty (60) days, with instructions to the mediator to report back to the Board at the conclusion of the mediation or the mediation period, whichever occurs first. If the mediation process is unsuccessful, the Board authorized the issuance of a Complaint and directed that a hearing be held to determine whether Charged Party violated Section 4117.11(B)(1) and (6), by refusing to allow Billie Kay Peeler to join the Union at the completion of her introductory [probationary] period.

The assigned Board mediator conducted a mediation with the parties on June 17, 2022. On that same day, a settlement agreement was entered into by the parties and filed with the Board's Clerk withdrawing the unfair labor practice charge. The parties' agreement disposes of the above-referenced unfair labor practice charge.

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Vice Chair Mills moved that the Board construe the parties' Settlement Agreement as a motion to dismiss, grant the motion, and dismiss with prejudice the unfair labor practice charge. Board Member Walter seconded the motion. Chair Zimpher called for discussion and the vote.

Vote: WALTER: Yes MILLS: Yes ZIMPHER: Yes
Affirmed X Denied _____

2. Case 2020-ULP-05-0067 Terressa L. Brown v. Ohio Association of Public School Employees, AFSCME, Local 4, AFL-CIO

Pursuant to the Notice of Stipulated Dismissal filed on June 16, 2022, with the 10th District Court of Appeals, Franklin County, Ohio in Case No. 21AP000296, Vice Chair Mills moved that the Board vacate its previously issued Denial of Motion for Reconsideration, issued on May 13, 2021 and remand this matter back to the Unfair Labor Practice Section for the administrative reconsideration phase to further review the parties' previous filings, and any intended filings. Board Member Walter seconded the motion. Chair Zimpher called for discussion and the vote.

Vote: WALTER: Yes MILLS: Yes ZIMPHER: Yes
Affirmed X Denied _____

V. UNFAIR LABOR PRACTICE CHARGE MATTERS AT ISSUE:

1. Case 2022-ULP-02-0021 United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), Local 70 v. Cuyahoga County

The unfair labor practice charge alleged that Charged Party violated Ohio Revised Code §4117.11 (A)(5) by unilaterally moving two (2) of its members from their "preferred shift" in violation of Article 24.3 – Hours of Work.

Information gathered during the investigation revealed that the collective bargaining agreement between the parties includes a grievance procedure culminating in final and binding arbitration. A grievance regarding the alleged unilateral change has been filed and is proceeding through the grievance procedure. While interpreting contract provisions such as Articles 24.2, 31 and 32 the arbitrator will determine whether the County violated those Articles when it temporarily reassigned Cpls. Honaker and Jecubic during their internal affairs investigation. The matter is purely contractual encompassing no arguable statutory violation. Contract interpretation and application appear to lie at the heart of both the unfair labor practice charge and grievance dispute. The Union selected the correct venue for resolution when it filed the grievance and advanced it through the grievance-arbitration procedure. Based on the totality of the circumstances, the County's actions do not rise to the level of an (A)(5) violation of the statute.

Vice Chair Mills moved that the Board dismiss the charge with prejudice for lack of probable cause to believe that an unfair labor practice has been committed by the Charged Party. Board Member Walter seconded the motion. Chair Zimpher called for discussion and the vote.

Vote: WALTER: Yes MILLS: Yes ZIMPHER: Yes
Affirmed X Denied _____

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2. Case 2022-ULP-03-0032 Ohio Patrolmen's Benevolent Association v. Cleveland Metropolitan School District Board of Education

The unfair labor practice charge alleged that Charged Party violated Ohio Revised Code §4117.11 (A)(1) and (5) by unilaterally hiring an outside security agency, R-Cap Security, to perform bargaining-unit work.

Information gathered during the investigation revealed that the matter is purely contractual encompassing no arguable statutory violation. Grievances regarding the alleged subcontracting have been filed and are proceeding through the grievance procedure. While interpreting contract provisions such as Article 6, the arbitrator will determine whether the District violated Article 6, which provides for subcontracting on a limited basis. The Union did not provide any information or documentation to show that it advanced either grievance to arbitration. The contract signed in August of 2021 never transpired and no work was done by R-Cap. As for the February 2022 contract, it was terminated after only several weeks when R-Cap could not provide the agreed upon manpower. Contract interpretation and application appear to lie at the heart of both the unfair labor practice charge and grievance dispute. The Union confirms that the District did comply with its first public records request but did not comply with its second request. The Union's request did not contain a due date for the District to provide the requested information. In this case, the parties' negotiated agreement is silent on information requests and/or timelines for providing the information. The Union does not allege that the District "denied" it any records, but only alleges that it has not received them within its expected timeframe. The Union did not provide any information or documentation to show that it was "harmed" by the District's actions. *In re City of Cleveland*, SERB 95-018 (10-16-95). Based on the totality of the circumstances, the City's actions do not rise to the level of an (A)(5) violation of the statute.

The allegations surrounding the August 2021 contracts are untimely filed for this unfair labor practice charge and fall well outside of the 90-day statutory timeframe for filing a charge. The Union knew or should have known, in 2021 that the District had entered into a contract with R-Cap. *In re City of Barberton*, SERB 88-008 (7-5-88), *aff'd sub nom. SERB v. City of Barberton*, 1990 SERB 4-46 (CP, Summit, 7-31-90).

The Union did not provide sufficient information or documentation to support the (A)(1) allegation.

Vice Chair Mills moved that the Board dismiss the charge with prejudice for lack of probable cause to believe that an unfair labor practice has been committed by Charged Party and for being untimely filed for events occurring in August of 2021. Board Member Walter seconded the motion. Chair Zimpher called for discussion and the vote.

Vote: WALTER:	<u>Yes</u>	MILLS:	<u>Yes</u>	ZIMPHER:	<u>Yes</u>
Affirmed	<u>X</u>	Denied	<u> </u>		

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3. Case 2022-ULP-04-0044 William D. Longenette, II v. Columbus Fire Fighters Union Local 67, IAFF, AFL-CIO-CLC

The unfair labor practice charge alleged that Charged Party violated Ohio Revised Code §4117.11 (B)(1), (3) and (6) by failing to timely process his grievance and then declining to advance it to arbitration.

Information gathered during the investigation revealed that the Union did process Mr. Longenette's grievance through Step 2. Mr. Longenette confirms that, in April of 2020, the parties agreed to waive the timelines for grievance processing due to the pandemic and that the waiver agreement was still in effect. Mr. Longenette appealed the Step 2 denial to the Union's Grievance Committee, but the Grievance Committee voted not to advance Mr. Longenette's grievance to arbitration. Mr. Longenette appealed the Grievance Committee's decision to the Union's Executive Board and is currently waiting on its decision. Mr. Longenette did not provide sufficient information or documentation to show how the Union's actions were arbitrary, discriminatory or in bad faith in its representation or that, as he alleges, allowed the City to "use" the waiver agreement against him. Mr. Longenette also did not provide sufficient information or documentation to show how the Union restrained or coerced him in the exercise of his guaranteed right to file a grievance. *In re Dist. 1199/HCSSU/SEIU, AFL-CIO*, SERB 96-004 (4-8-96). Pursuant to *In re AFSCME, Local 2312*, SERB 89-029 (10-16-89), Mr. Longenette had no absolute right to have his grievance taken to arbitration, nor does the statute prevent the Union from settling a grievance in a manner contrary to the precise demands of the grievant. Based on the totality of the circumstances, the Union's actions do not rise to the level of (B)(1) or (B)(6) violations of the statute.

Mr. Longenette did not provide sufficient information or documentation to support the (B)(3) allegation.

Vice Chair Mills moved that the Board dismiss the charge with prejudice for lack of probable cause to believe that an unfair labor practice has been committed by the Charged Party. Board Member Walter seconded the motion. Chair Zimpher called for discussion and the vote.

Vote: WALTER:	<u>Yes</u>	MILLS:	<u>Yes</u>	ZIMPHER:	<u>Yes</u>
Affirmed	<u>X</u>	Denied	<u> </u>		

4. Case 2022-ULP-04-0045 Bryan J. Pesta v. American Association of University Professors - Cleveland State University Chapter

The unfair labor practice charge alleged that Charged Party violated Ohio Revised Code §4117.11 (B)(6) by failing to properly represent him during the internal investigation process and declining to take his grievance to arbitration.

Information gathered during the investigation revealed that Mr. Pesta did not provide sufficient information or documentation to show how the Union's actions were arbitrary, discriminatory or in bad faith in its representation during his internal investigation. Information provided by Mr. Pesta confirms that, on numerous occasions, the Union advised Mr. Pesta that it would not be involved in how the Ad hoc committee and Provost determined his involvement in academic research misconduct, but it would make sure that the process followed the contract and the policies and procedures.

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Mr. Pesta's outside counsel advised the Union that he would be handling the internal investigation process and the Union should handle any grievance. Pursuant to *In re Williams*, SERB 85-059 (11-7-85), "It is impossible to anticipate all the conditions which may constitute a violation of the duty. It is easy to state one condition that is not. A disagreement between the grievant and the union does not demonstrate, per se, a violation of the duty. To hold otherwise would equate disagreement with unfairness – an obviously illogical conclusion." Mr. Pesta confirmed to the Union in a February 2022 email that he agreed with the Union that he did not see any "procedural issues" during the investigation or subsequent hearings. Mr. Pesta's allegation that the Union did not take his grievance to arbitration is flawed because the Union advised him that it would only file a grievance if the University's process violated the contract. The Union advised Mr. Pesta that it would not be filing a grievance and therefore, the Union did not have any grievance to advance to arbitration. Even if a grievance had been filed, pursuant to *In re AFSCME, Local 2312*, SERB 89-029 (10-16-89), a grievant has no absolute right to have the grievance advanced to arbitration. Based on the totality of the circumstances, the Union's actions do not rise to the level of a (B)(6) violation of the statute.

Vice Chair Mills moved that the Board dismiss the charge with prejudice for lack of probable cause to believe that an unfair labor practice has been committed by the Charged Party. Board Member Walter seconded the motion. Chair Zimpher called for discussion and the vote.

Vote: WALTER:	<u>Yes</u>	MILLS:	<u>Yes</u>	ZIMPHER:	<u>Yes</u>
Affirmed	<u>X</u>	Denied	<u> </u>		

5. Case 2022-ULP-05-0052 Liberty Local School District Board of Education v. Liberty Association of School Employees OEA/NEA and its President David Sewell

The unfair labor practice charge alleged that Charged Party violated Ohio Revised Code §4117.11 (B)(1) and (3) by attempting to restrain and/or coerce it in the selection of its chief negotiation representative.

Information gathered during the investigation revealed that, pursuant to *In re SERB v OAPSE, Local 530*, SERB 96-011 (6-28-96), *rev'd*, *OAPSE v SERB*, 1999 SERB 4-15 (CP, Franklin, 6-6-99), *upheld*, *OAPSE, Local 530 v. SERB*, 2000 SERB 4-25 (10th Dist Ct App, Franklin, 8-22-00), President Sewell's statements made during the April 25, 2022 Board of Education meeting were not negotiations because, at the time of the meeting, the parties had yet to exchange initial bargaining proposals. President Sewell's statements were the Union's opinions of previous negotiations and subsequent expenditures, in other districts, that had used outside law firms as their chief negotiators. The President's statements contained no restraining or coercive language other than asking the Board to "reconsider the composition and direction" of its bargaining team. After the District filed the instant charge, the parties met for a negotiating session on May 24, 2022, where the Board's chief negotiator and subject of the instant charge, William Pepple, was present. At that session, the Union states the Superintendent confirmed that President Sewell did not make the May 5, 2022 statement as alleged in the charge. Both parties confirmed, in an email, that Mr. Pepple is still the Board's chief negotiator. Based on the totality of the circumstances, the Union's actions do not rise to the level of (B)(1) and (3) violations of the statute.

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Vice Chair Mills moved that the Board dismiss the charge with prejudice for lack of probable cause to believe that an unfair labor practice has been committed by the Charged Party. Board Member Walter seconded the motion. Chair Zimpher called for discussion and the vote.

Vote: WALTER: Yes MILLS: Yes ZIMPHER: Yes
Affirmed X Denied _____

6. Case 2022-ULP-05-0057 Daniel J. Allomong v. Ohio Turnpike Commission

The unfair labor practice charge alleged that Charged Party violated Ohio Revised Code §4117.11 (A)(3) and (4).

Information gathered during the investigation revealed that on May 24, 2022, Mr. Allomong filed an unfair labor practice charge against the District. On May 25, 2022, Mr. Allomong was sent a letter advising him that the unfair labor practice charge did not set forth sufficient facts alleging a violation of Ohio Revised Code Chapter 4117 and that Ohio Administrative Code Rule 4117-07-01 required that a charge provide a clear and concise statement of the facts constituting the alleged violation, and therefore, the charge was deficient on its face. The letter also advised Mr. Allomong that, based on the last date referenced in the Statement of Facts (January 7, 2022), the allegations were untimely filed, and that the charge should have been filed on or before April 7, 2022 but was not filed until May 24, 2022. Mr. Allomong was notified that a dismissal recommendation would be made to the Board unless the deficiencies were corrected no later than June 8, 2022 in the form of an amended charge. On June 7, 2022, Mr. Allomong filed an amended charge which contained the same January 7, 2022 date of the occurrences and no clear and concise statement of the facts constituting an alleged statutory violation or information to toll the 90-day statutory timeframe for filing a charge. Mr. Allomong states that he filed the instant charge because his January 10, 2022 grievance was denied by the Employer at Step 3 on April 25, 2022.

Vice Chair Mills moved that the Board dismiss the charge with prejudice due to Charging Party's failure to provide a clear and concise statement of the facts constituting the alleged violation and for being untimely filed. Board Member Walter seconded the motion. Chair Zimpher called for discussion and the vote.

Vote: WALTER: Yes MILLS: Yes ZIMPHER: Yes
Affirmed X Denied _____

7. Case 2022-ULP-04-0041 Pamela M. McMillan v. Ohio Council 8, AFSCME, AFL-CIO and Its Local 1543 and Tom West

The unfair labor practice charge alleged that Charged Party violated Ohio Revised Code §4117.11 (B)(1) by failing to help her attain a 3rd shift schedule accommodation.

Information gathered during the investigation revealed that, during the pandemic, in order to accommodate distancing requirements, the Employer created a temporary third shift to address the issue. During part of this time, Ms. McMillan worked the third shift schedule, but then returned to a first shift schedule after the pandemic. Ms. McMillan then requested to return to the third shift schedule, but at the time of her request, the pandemic measures had been abolished which also eliminated the third shift. Ms. McMillan contacted the Union, which is not usually involved in ADA accommodation requests, for assistance. The

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Union helped by telling Ms. McMillian who to contact in Human Resources, and what forms to complete. The Union also followed up with Human Resources to ensure that the process was being followed. The Union confirms that it did not attend any meetings with Ms. McMillian and Human Resources because of the confidentiality of the process and that they have no contractual role in the ADA request process. The Union states that it tried to keep in touch with Ms. McMillian, but she stopped responding to the emails. For the purposes of this unfair labor practice, the Union inquired about the outcome of the Ms. McMillians' ADA accommodation and found that the Employer had offered her a hybrid schedule of 4:00pm to 12:00am, but Ms. McMillian declined the hybrid schedule. Based on the totality of the circumstances, the Union's actions do not rise to the level of (B)(1) violation of the statute.

Vice Chair Mills moved that the Board dismiss the charge with prejudice for lack of probable cause to believe that an unfair labor practice has been committed by the Charged Party. Board Member Walter seconded the motion. Chair Zimpher called for discussion and the vote.

Vote: WALTER:	<u>Yes</u>	MILLS:	<u>Yes</u>	ZIMPHER:	<u>Yes</u>
Affirmed	<u>X</u>	Denied	<u> </u>		

8. Case 2022-ULP-05-0051 Marc Hrusch v. City of Columbus

The unfair labor practice charge alleged that Charged Party violated Ohio Revised Code §4117.11 (A)(7) by failing to follow the progressive discipline steps in the collective bargaining agreement.

Information gathered during the investigation revealed that Mr. Hrusch states that the Employer did not follow the steps of progressive discipline because if those procedures had been followed he would not have a 5-day working suspension in his record. Mr. Hrusch confirms that his disciplines began in 2019 with a 1-day working suspension but alleges that it should have been an oral reprimand. In 2020, he received a 3-day working suspension and a 5-day working suspension for similar infractions. Mr. Hrusch did not provide any documentation or information to show that he filed any grievances. The issues that Mr. Hrusch presented in this filing are purely contractual. Based on the totality of the circumstances, the Employer's action does not rise to the level of an (A)(7) allegation.

Mr. Hrusch's allegations concern events occurring in 2019-2020. Mr. Hrusch did not file the instant charge until May 9, 2022, well outside of the 90-day statutory timeframe for filing a charge. Mr. Hrusch did not provide any information or documentation to toll the statutory timeframe for filing a charge.

Vice Chair Mills moved that the Board dismiss the charge with prejudice for lack of probable cause to believe that an unfair labor practice has been committed and for being untimely filed. Board Member Walter seconded the motion. Chair Zimpher called for discussion and the vote.

Vote: WALTER:	<u>Yes</u>	MILLS:	<u>Yes</u>	ZIMPHER:	<u>Yes</u>
Affirmed	<u>X</u>	Denied	<u> </u>		

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9. Case 2022-ULP-05-0054 Vinton Local School District Board of Education v. Vinton Local Teachers Association, OEA/NEA

The unfair labor practice charge alleged that Charged Party violated Ohio Revised Code §4117.11 (B)(3) by failing to bargain in good faith and regressive bargaining.

Charging Party filed a Motion to Dismiss the charge on June 29, 2022. Charging Party indicated that the parties had reached agreement and it requested that the Board dismiss the charge.

Vice Chair Mills moved that the Board dismiss grant the motion and dismiss the charge with prejudice. Board Member Walter seconded the motion. Chair Zimpher called for discussion and the vote.

Vote: WALTER:	<u>Yes</u>	MILLS:	<u>Yes</u>	ZIMPHER:	<u>Yes</u>
Affirmed	<u>X</u>		<u>Denied</u>		<u> </u>

10. Case 2022-ULP-02-0020 City of Vandalia v. Teamsters Local No. 957

The unfair labor practice charge alleged that Charged Party violated Ohio Revised Code §4117.11 (B)(3) by failing to bargain.

Information gathered during the investigation revealed that, at the time the instant charge was filed, the parties were in negotiations for a successor collective bargaining agreement. The parties confirm that both sides made proposals/counterproposals. The Employer states that, during negotiations for the parties initial, not the current agreement, the Union had expressed a desire to strike, but in the instant charge, the Employer now tries to use the Union's previous desire to strike to show a failure to negotiate the current successor agreement, but that allegation has no bearing on the current bargaining sessions. The majority of the Employer's allegations rely on unsubstantiated rumors and other information, which is similar to hearsay. Proposals presented by the parties during the negotiation process are just that, proposals, and should not automatically be construed as regressive just because they may not be agreeable to either party at that time. The parties were subsequently able to reach a tentative agreement. The Union voted not to accept the tentative agreement. Based on the totality of the circumstances, the Union's actions do not rise to the level of a (B)(3) violation of the statute.

Vice Chair Mills moved that the Board dismiss the charge with prejudice for lack of probable cause to believe that an unfair labor practice has been committed by the Charged Party. Board Member Walter seconded the motion. Chair Zimpher called for discussion and the vote.

Vote: WALTER:	<u>Yes</u>	MILLS:	<u>Yes</u>	ZIMPHER:	<u>Yes</u>
Affirmed	<u>X</u>		<u>Denied</u>		<u> </u>

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11. Case 2022-ULP-05-0046 Teamsters Local Union No. 957, International Brotherhood of Teamsters v. City of Vandalia

The unfair labor practice charge alleged that Charged Party violated Ohio Revised Code §4117.11 (A)(1) and (5) by not abiding by the terms of the collective bargaining agreement during contract negotiations.

Information gathered during the investigation revealed that the parties have been in contentious negotiations for a successor agreement. After the parties did not accept the Fact-Finder's Report, the Employer implemented its prior proposed wage increase. The Employer also changed a pre-existing policy regarding the computation of hours worked. It should be noted that this was not required by the prior collective bargaining agreement between the parties. The Employer rectified the situation, and made the impacted employees whole, once informed of the change. Ultimately, the Employer's actions do not rise to the level of (A)(1) or (5) violations of the statute.

Vice Chair Mills moved that the Board dismiss the charge with prejudice for lack of probable cause to believe that an unfair labor practice has been committed by the Charged Party. Board Member Walter seconded the motion. Chair Zimpher called for discussion and the vote.

Vote: WALTER:	<u>Yes</u>	MILLS:	<u>Yes</u>	ZIMPHER:	<u>Yes</u>
Affirmed	<u>X</u>	Denied	<u> </u>		

VI. TABLED AND OTHER MATTERS:

There are no tabled matters.

VII. ADMINISTRATIVE MATTERS:

1. Employee Organization No. 1828 Bainbridge Fire Company
- Employee Organization No. 2486 IAM Local 439
- Employee Organization No. 1581 Willoughby Part Time Firefighters Association

Vice Chair Mills moved that the Board issue Directives to Hearing for the Employee Organizations' failure to submit an Annual Report with a Financial Statement, by May 15, 2022, as required by Ohio Revised Code § 4117.19. Board Member Walter seconded the motion. Chair Zimpher called for discussion and the vote.

Vote: WALTER:	<u>Yes</u>	MILLS:	<u>Yes</u>	ZIMPHER:	<u>Yes</u>
Affirmed	<u>X</u>	Denied	<u> </u>		

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2. Employee Organization No. 752 IAFF Local 434

Vice Chair Mills moved that the Board grant the Employee Organization's request for an extension of time. The Employee Organization's Annual Report with Financial Statement for the period of January 1, 2021 through December 31, 2021 shall be filed by no later than 5:00 p.m. on July 13, 2022. Board Member Walter seconded the motion. Chair Zimpher called for discussion and the vote.

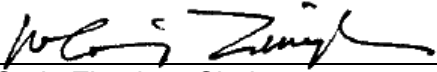
Vote: WALTER:	<u>Yes</u>	MILLS:	<u>Yes</u>	ZIMPHER:	<u>Yes</u>
Affirmed	<u>X</u>	Denied	<u> </u>		

VIII. ADJOURNMENT:

Vice Chair Mills moved that the Board adjourn the meeting. Board Member Walter seconded the motion. Chair Zimpher called for the vote.

Vote: WALTER:	<u>Yes</u>	MILLS:	<u>Yes</u>	ZIMPHER:	<u>Yes</u>
Affirmed	<u>X</u>	Denied	<u> </u>		

The Board meeting adjourned at 10:21 a.m.

/s/ 
W. Craig Zimpher, Chair