

State Employment Relations Board

Board Meeting Minutes

February 5, 2026

The State Employment Relations Board met on February 5, 2026, 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 Sandra Drabik Collins, and Board Member Robert Walter.

I. APPROVAL OF MINUTES FOR THE JANUARY 8, 2026 MEETINGS:

Vice Chair Collins moved that the Board approve the minutes for the January 8, 2026 regular Board meeting. Board Member Walter seconded the motion. Chair Zimpher called for discussion and the vote.

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

Vice Chair Collins moved that the Board approve the minutes for the January 8, 2026 emergency Board meeting. Board Member Walter seconded the motion. Chair Zimpher called for discussion and the vote.

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

II. MEDIATION AND FACT-FINDING MATTERS AT ISSUE:

There are no mediation or fact-finding matters.

III. REPRESENTATION MATTERS AT ISSUE:

1. Case 2025-REP-03-0030 Teamsters, Local 284 and City of Upper Arlington
(February 17, 2026 - March 3, 2026)

The parties have entered into a Consent Election Agreement.

Vice Chair Collins moved that the Board approve the Consent Election Agreement and direct a mail-ballot election to be conducted during the polling period of February 17, 2026 through March 3, 2026. Board Member Walter seconded the motion. Chair Zimpher called for discussion and the vote.

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

2. Case 2025-REP-12-0128 Teamsters, Local 284 and Franklin County Office of Aging
3. Case 2026-REP-01-0003 Huber Heights Professional Firefighters, IAFF, Local 2926 and City of Huber Heights - Division of Fire

The parties filed Joint Amendment of Certifications.

State Employment Relations Board
Board Meeting Minutes
February 5, 2026
Page 2 of 16

Vice Chair Collins 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 COLLINS: Yes ZIMPHER: Yes
Affirmed X Denied _____

4. Case 2025-REP-12-0131 FOP/OLC, FOP Lodge 39 and City of East Cleveland

The Employer filed a Petition for Clarification of Bargaining Unit.

Vice Chair Collins moved that the Board dismiss without prejudice the Petition for Clarification of Bargaining Unit. Board Member Walter seconded the motion. Chair Zimpher called for discussion and the vote.

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

5. Case 2025-REP-12-0132 Ohio Patrolmen's Benevolent Association and Lucas County

The Employee Organization filed a Petition for Representation Election.

Vice Chair Collins moved that the Board construe the Employee Organization's Motion to Withdraw as a motion to dismiss, grant the motion, and dismiss without prejudice the Employee Organization's Petition for Representation Election. Board Member Walter seconded the motion. Chair Zimpher called for discussion and the vote.

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

6. Case 2025-REP-08-0084 United Food and Commercial Workers Union, Local No. 75 and Lucas County Children Services Board

The Employee Organization filed a Request for Recognition.

Vice Chair Collins moved that the Board orders the parties to participate in an Inquiry regarding the actual job duties performed by the numerous classifications in dispute. The date and time of the Inquiry and the Inquiry procedures will be addressed in a procedural order issued by the Office of the General Counsel of the State Employment Relations Board. Board Member Walter seconded the motion. Chair Zimpher called for discussion and the vote.

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

State Employment Relations Board
Board Meeting Minutes
February 5, 2026
Page 3 of 16

7. Case 2026-REP-01-0004 UAW International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW and its Local 402 and Clark County Engineer

The Incumbent Employee Organization filed a Disclaimer of Interest.

Vice Chair Collins moved that the Board construe the Disclaimer of Interest as a Motion to Revoke Certification, grant the motion, and revoke the Incumbent Employee Organization's certification. Board Member Walter seconded the motion. Chair Zimpher called for discussion and the vote.

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

8. Case 2025-REP-10-0109 Ohio Council 8, AFSCME, AFL-CIO, Local 3501 and Scioto County Department of Job & Family Services

The parties filed a Joint Amendment of Certification.

Vice Chair Collins moved that the Board approve the jointly filed petition and amend the unit accordingly. Board Member Walter seconded the motion. Chair Zimpher called for discussion and the vote.

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

IV. ADMINISTRATIVE LAW JUDGE RECOMMENDATIONS AT ISSUE:

1. Case 2025-ULP-04-0043 Teamsters Local 284 v. City of Upper Arlington

On April 7, 2025, the Teamsters Local 284 (Union/Charging Party) filed an unfair labor practice charge against the City of Upper Arlington (Employer/Charged Party). The Charging Party alleges the Charged Party violated R.C. 4117.11 (A)(1) by interfering with employee rights during an organizing campaign for City employees.

On November 13, 2025, the Board determined that probable cause existed to believe the Charged Party had committed an unfair labor practice. The Board directed the parties to unfair labor practice mediation for a period not to exceed sixty (60) days, and if the mediation proved unsuccessful, authorized the issuance of a Complaint and referred the matter to hearing to determine whether the Charged Party had violated Ohio Revised Code § 4117.11(A)(1) by making statements to the potential bargaining unit members regarding potential wage increases and other monetary benefits, as well as other statements regarding the Union, in an attempt to persuade said employees in their choice of representation once the Opt-In Request for Recognition in SERB Case No. 2025-REP-03-0030 was filed with SERB.

During the parties' communications to schedule the mediation it came up that as the underlying representation matter that was the subject of the ULP was still pending, that a mediation on the

State Employment Relations Board
Board Meeting Minutes
February 5, 2026
Page 4 of 16

ULP would be premature as the parties could not know what an appropriate remedy would be for the alleged violation. At this time an election is scheduled for a polling period of February 17, 2026 through March 3, 2026, and a Tally of Ballots is scheduled for March 9, 2026. It was requested by all parties that the mediation period in the Unfair Labor Practice matter be stayed temporarily until the Board concludes the representation matter.

Vice Chair Collins moved that the Board stay the mediation period until the Board concludes the representation matter in case 2025-REP-03-0030 and, following the Board's conclusion of that matter, the matter be directed back to the unfair labor practice mediation for a period not to exceed sixty (60) days. Board Member Walter seconded the motion. Chair Zimpher called for discussion and the vote.

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

2. Case 2025-ULP-02-0028 State Employment Relations Board v. Elida Local School District Board of Education

On February 26, 2025, the Elida Education Association, OEA/NEA (Union/Association/Charging Party/Intervenor) filed an unfair labor practice charge against the Elida Local School District Board of Education (District/BOE/Charged Party/Respondent). The Union alleges the District violated R.C. 4117.11(A)(1), (2), (3) and (5) by retaliating against Union President William Kellermeyer for engaging in protected/concerted activity by issuing him a reprimand for communications written in his position as Union President.

On July 1, 2025, the State Employment Relations Board (Board/Complainant) determined that probable cause existed to believe the Charged Party had committed an unfair labor practice. The Board directed the parties to unfair labor practice mediation for a period not to exceed sixty (60) days, and if mediation proved unsuccessful, authorized the issuance of a Complaint and referred the matter to hearing to determine whether the Charged Party had violated Ohio Revised Code § 4117.11(A)(1), (2) and (3), but not (5), when it issued a written reprimand to Union President William Kellermeyer for statements and correspondence issued in his capacity as Union President.

On November 14, 2025, a Complaint was issued by the Board's General Counsel and the matter was scheduled for an evidentiary hearing before the assigned Administrative Law Judge (ALJ). A hearing was scheduled for February 10 & 11, 2026. On January 23, 2026, a Settlement Agreement was filed requesting that the Agreement be construed as a Motion to Dismiss the Unfair Labor Practice Charge with prejudice. This Agreement will effectuate the policies of Ohio Revised Code Chapter 4117.

Vice Chair Collins moved that the Board construe the parties' Settlement Agreement as a Motion to Dismiss, grant the Motion, and dismiss the unfair labor practice charge in Case 2025-ULP-02-0028. Board Member Walter seconded the motion. Chair Zimpher called for discussion and the vote.

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

State Employment Relations Board
Board Meeting Minutes
February 5, 2026
Page 5 of 16

3. Case 2025-REP-04-0053 Ohio Nurses Association (ONA), AFT, AFL-CIO and The Ohio State University

On April 24, 2025, Ohio Nurses Association (ONA), AFT, AFL-CIO (Employee Organization/Union) filed a Petition for Representation Election seeking to represent certain employees of The Ohio State University (Employer/University). The proposed bargaining unit is as follows:

Included:

All Anesthesia Technicians and/or Technologists employed by the medical center, including but not limited to Anesthesia Technician and/or Technologist Seniors and Anesthesia Technician and/or Technologist Leads, at all locations.

Excluded:

All supervisory employees excluded under the Act.

The Employer filed objections to the proposed unit arguing, among other things, that the proposed bargaining unit is inappropriate under R.C. 4117.06(B) because it overly fragments the University's workforce and is not consistent with administrative efficiency. The University also argued that the proposed bargaining unit is also not appropriate because it would impede a job restructuring.

The matter of representation was assigned to a SERB Administrative Law Judge ("ALJ") and directed to Inquiry on August 20, 2025. The Inquiry was scheduled for December 1, 2025. During the Inquiry, parties presented witness testimony and documentary exhibits. The parties submitted simultaneous post-hearing briefs on December 30, 2025.

Following the Inquiry, the assigned ALJ issued a Report and Recommendation to the Board, recommending that the Board find that the proposed bargaining unit sought by the Union is an appropriate unit under R.C. 4117.06(B).

Vice Chair Collins moved that the Board adopt the Findings of Fact, Analysis and Discussion, and Conclusions of Law set forth in the Report and Recommendation, dismiss the Employer's objections, and remand the matter back to the Representation Section for further proceedings consistent with the Report and Recommendation. Board Member Walter seconded the motion. Chair Zimpher called for discussion and the vote.

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

V. UNFAIR LABOR PRACTICE CHARGE MATTERS AT ISSUE:

1. Case 2025-ULP-09-0165 International Union of Operating Engineers, Local 20 v. Hamilton County Board of Commissioners

The unfair labor practice charge alleged that Charged Party violated Ohio Revised Code §4117.11 (A)(1) and (5) by refusing to bargain over the terms and conditions of employment of the newly-created Stationary Engineer (high-pressure boiler operator) position pursuant to the Arbitrator's Award and Article 1.3 of the parties' collective bargaining agreement (CBA).

Information gathered during the investigation revealed that the Union selected the correct venue for resolution of this issue when it filed the August 2025 grievance and advanced it to arbitration alleging the same issue(s) as contained in the instant charge. If the Union believed that the Employer was not abiding by the Arbitrator's decision, its recourse would not be through SERB but through the Arbitrator and or the court to enforce the decision. The Union confirms that the Employer advised that it would not bargain over the terms and conditions of employment regarding the Arbitrator's decision until its September 2025 Motion to Vacate Arbitration Award, filed in the Hamilton County Court of Common Pleas, Case No. A-2504332 regarding FMCS Case No. 251028-00720, William Owen, Arbitrator, Grievance No. 1621 had been addressed by the Court. The Motion to Vacate was dismissed by the Court in January 2026. The Employer advised the Union that it would not be beneficial to bargain over wages, hours and terms and conditions of employment and then have to reverse that decision if the Court vacated the Arbitrator's decision. Based on the totality of circumstances, the Employer's actions do not rise to the level of an (A)(5) violation of the statute.

The Union did not provide sufficient information or documentation to show how the Employer's actions interfered with, restrained or coerced the employees in the exercise of their guaranteed rights. The Union and/or its members were still able to file grievances and have them processed by the Employer up to and including arbitration. Based on the totality of the circumstances, the Employer's actions do not rise to the level of an (A)(1) violation of the statute. *In re Pickaway County Human Services Dept.*, SERB 93-001 (3-24-93).

Vice Chair Collins 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>	COLLINS:	<u>Yes</u>	ZIMPHER:	<u>Yes</u>
Affirmed	<u>X</u>	Denied	<u> </u>		

State Employment Relations Board
Board Meeting Minutes
February 5, 2026
Page 7 of 16

2. Case 2025-ULP-09-0167 Ohio Nurses Association, American Federation of Teachers/AFL-CIO v. The Ohio State University Wexner Medical Center

The unfair labor practice charge alleged that Charged Party violated Ohio Revised Code §4117.11 (A)(1) and (3) by issuing a written reprimand on September 11, 2025, to one (1) of its Board members, Lukas Killian, 78 days after his participation in an informational picket on June 25, 2025.

Information gathered during the investigation revealed that Mr. Killian is a public employee, was engaged in protected/concerted activity, with the University's knowledge, when he participated in the June 25, 2025 informational picket and was harmed when he received a written reprimand. The Union has established a *prima facie* case of discrimination. However, the University provided a persuasive rebuttal to show that Mr. Killian's written reprimand was not based on anti-union animus but on Mr. Killian's violation of the University's Space Standards. The University provided information and documentation to show that it advised the Union on June 17, 2025 and June 24, 2025 that the Space Standards noise restrictions would be in place the day of the informational picket. Mr. Killian received the June 17, 2025 email and was present at the June 24, 2025 meeting where the General Counsel reiterated the noise restrictions. The Union confirms that during the picket, it warned Mr. Killian to cease using the megaphone at the University's insistence, but also confirms that Mr. Killian used the megaphone a second time despite the first warning and that the University completed an Incident Report. At the conclusion of the investigation into the incident, and after Mr. Killian confirmed he had used the megaphone a second time, the University issued him a written warning. Based on the totality of the circumstances, the University's actions do not rise to the level of an (A)(3) violation of the statute.

The Union did not provide sufficient information or documentation to show how the University's issuance of a written reprimand to Mr. Killian interfered with, restrained or coerced him in the exercise of his guaranteed rights. The University's actions do not rise to the level of an (A)(1) violation of the statute. *In re Pickaway County Human Services Dept.*, SERB 93-001 (3-24-93), *affirmed SERB v. Pickaway Human Services Dept.*, 1995 SERB 4-46 (4th Dist Ct App, Pickaway, 12-7-95).

Vice Chair Collins 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>	COLLINS:	<u>Yes</u>	ZIMPHER:	<u>Yes</u>
Affirmed	<u>X</u>	Denied	<u> </u>		

State Employment Relations Board
Board Meeting Minutes
February 5, 2026
Page 8 of 16

3. Case 2025-ULP-09-0173 Upper Arlington Public Library United Staff v. Upper Arlington Public Library

The unfair labor practice charge alleged that Charged Party violated Ohio Revised Code §4117.11 (A)(1), (3) and (5) by failing to maintain the status quo during negotiations when it unilaterally added “passport agent” duties to all staff job descriptions.

Information gathered during the investigation revealed that the parties are in negotiations for an initial agreement. The Union’s reliance on maintaining the status quo ante regarding the passport agent duties is not supported by the facts. SERB has defined status quo ante as the period between the expiration of the current CBA and the successful negotiation of a successor agreement or ultimate impasse and/or the implementation of the Library’s last, best offer. See *In re Crestline Exempted Village School District Board of Education*, SERB 2006-003 (3-21-06). In this matter, there is no CBA in existence to expire, so the status quo ante does not apply. Further, the Union has not shown that the Library’s additional wording to include “may be assigned as a passport agent” to the job description was a violation of the status quo ante pursuant to SERB’s reasoning in *In re Chester Twp Police Dept.* Based on the totality of the circumstances, the Library’s actions do not rise to the level of an (A)(5) violation of the statute.

The Union did not provide sufficient information or documentation to show that the Library interfered with, restrained, or coerced the employees in the exercise of their rights under R.C. Chapter 4117. Further, the Union did not provide sufficient information or documentation to show that the Library discriminated in regard to the hire or tenure of employment or any term or condition of employment due to the bargaining unit members exercising their rights under R.C. Chapter 4117. As a result, the Library’s actions did not violate R.C. 4117.11(A)(1) and (3).

Vice Chair Collins 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>	COLLINS:	<u>Yes</u>	ZIMPHER:	<u>Yes</u>
Affirmed	<u>X</u>	Denied	<u> </u>		

4. Case 2025-ULP-08-0134 Beavercreek Education Association OEA/NEA v. Beavercreek City School District Board of Education

The unfair labor practice charge alleged that Charged Party violated Ohio Revised Code §4117.11 (A)(1) and (3) by interfering with bargaining unit Employees’ rights and by discriminating against bargaining unit Employees in regard to the hiring or tenure of employment or any terms and conditions of employment on the basis of them exercising rights guaranteed by R.C. 4117.

State Employment Relations Board
Board Meeting Minutes
February 5, 2026
Page 9 of 16

Vice Chair Collins moved that the Board, without rendering any judgment on the merits, order the parties to pre-determination mediation for a period not to exceed 60 days with instructions to the mediator to report back to the Board at the conclusion of the mediation or the mediation period, whichever comes first, authorize the assigned mediator, after consultation with the parties to issue and e-mail a mediator's procedural order, including date, time, and location of mediation within the time period designated. Board Member Walter seconded the motion. Chair Zimpher called for discussion and the vote.

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

5. Case 2021-ULP-03-0045 Christopher R. Staple v. Fraternal Order of Police, Ohio Labor Council, Inc

The unfair labor practice charge alleged that Charged Party violated Ohio Revised Code §4117.11 (B)(2) and (6) by failing to represent him. The Memorandum is limited to the alleged violation of R.C. 4117.11(B)(2) by the Union, and the Findings Upon Investigation from the original Investigator's Memorandum, dated May 17, 2021.

Information gathered during the investigation revealed that the Union did not commit a violation of R.C. 4117.11(B)(2). Mr. Staple has not shown that the Union caused or attempted to cause the Employer to commit an unfair labor practice. As referenced in the original Investigator's Memorandum, and undisputed by the parties, "when the Charging Party chose to retain outside counsel he signed a waiver of all liability on the part of the Charged Party. Nonetheless, the parties agreed that the Charged Party would assist in filing the 'Notice to Arbitrate' because that notice must be sent by the Charged Party pursuant to the CBA." Pursuant to this waiver, the Union offered to file the Notice to Arbitrate in late November 2020 for Mr. Staple. However, Mr. Staple's counsel declined the Union's offer and opted to draft his own Notice to Arbitrate. On December 21, 2020, Mr. Staple's counsel emailed the Notice to Arbitrate to the Union's counsel with instructions to have it filed before January 5, 2021. On December 23, 2020, the Union submitted the Notice to Arbitrate to the City. As such, the Union fulfilled its duty under the waiver executed by Mr. Staple and the Union. The Union states that "the City's counsel informed the Union and Charging Party on January 8, 2021, that it construed the collective bargaining agreement to have required the notice to have been submitted at least two days earlier." The Union asserts that Mr. Staple's counsel stated that he had calculated the Notice to Arbitrate filing deadline to be January 5, 2021, and "[o]nly after the City rejected the filing as untimely did [Mr. Staple's counsel] suggest that he had wanted it filed earlier." The Union contends that it "was removed by the charging party in favor of [Mr. Staple's counsel]. The FOP followed [Mr. Staple's counsel's] instructions as to the filing. Whether or not that was timely is irrelevant as [Mr. Staple's counsel] was the representative, not the FOP and it was no longer the FOP's duty to make the decisions regarding the handling of the Grievance." Mr. Staple has not shown that the Union took any actions to cause, or attempt to cause, the Employer to commit an unfair labor practice by refusing to take the matter to arbitration. Therefore, Mr. Staple has failed to satisfy the first requirement of the test articulated in *In re Toledo Federation of Teachers*, SERB 97-001 (1-10-97). As a result, the Union's actions do not constitute a violation of R.C. 4117.11(B)(2).

State Employment Relations Board
Board Meeting Minutes
February 5, 2026
Page 10 of 16

On March 22, 2021, Christopher R. Staple (Mr. Staple/Charging Party) filed an unfair labor practice charge against the Fraternal Order of Police, Ohio Labor Council, Inc. (Union/FOP/Charged Party). Mr. Staple alleges the Union violated R.C. 4117.11(B)(2) and (6) by failing to represent him. On June 3, 2021, the Board dismissed the charge with prejudice for lack of probable cause to believe that an unfair labor practice has been committed by Charged Party. However, the Investigator's Memorandum and the Board's Directive did not explicitly address the alleged violation of R.C. 4117.11(B)(2) by the Union. In the time since the Board's determination, Mr. Staple has filed various court actions related to this charge, as well as an unfair labor practice charge brought against the City of Ravenna (City/Employer) in SERB Case No. 2021-ULP-03-0044. These actions included an action seeking a writ of mandamus to compel the Board to vacate its determination and find probable cause that the City committed an unfair labor practice in the instant case. On October 15, 2025, the Supreme Court of Ohio issued a decision, ordering the Board, in relevant part, that "the board shall consider the union's alleged violation of R.C. 4117.11(B)(2) and issue a new order explaining the reasons for its decision on that charge." *State ex rel. Staple v. State Emp. Relations Bd.*, Slip Opinion No. 2025-Ohio-4698.

Vice Chair Collins moved that the Board dismiss the R.C. 4117.11(B)(2) 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>	COLLINS:	<u>Yes</u>	ZIMPHER:	<u>Yes</u>
Affirmed	<u>X</u>	Denied	<u> </u>		

6. Case 2025-ULP-08-0140 Twania L. Harbour v. Board of Education of the Toledo City School District

The unfair labor practice charge alleged that Charged Party violated Ohio Revised Code §4117.11 (A)(1), (5) and (6) by interfering with bargaining unit employees, restraining bargaining unit employees, and/or coercing bargaining unit employees in the exercise of their rights guaranteed in Chapter 4117 of the Revised Code or in the selection of its representative for the purposes of collective bargaining or the adjustment of grievances; by the Employer refusing to bargain collectively with the Union and by the Employer refusing to bargain collectively with the Union's client's representative that the bargaining unit employees recognized as the exclusive representative or certified representative pursuant to Chapter 4117 of the Revised Code; and by the Employer establishing a pattern or practice of repeated failures to timely process grievances and requests for arbitration of grievances. The Charging Party amended her ULP charge on September 15, 2025 to remove the R.C. 4117.11(A)(1), (A)(5) and (A)(6) violation allegations in order to just have an alleged violation of R.C. 4117.11(A)(3).

Information gathered during the investigation revealed that under SERB's revised test for a *prima facie* case, the Charging Party only meets the first prong for a *prima facie* case of discrimination. The Charging Party was a public employee of the Employer. The Charging Party provided no evidence to show that she engaged in concerted, protected activity under [R.C.] Chapter 4117 prior to her termination. The Charging Party was terminated on May 1, 2025. The Charging Party filed her ULP charge on August 7, 2025. Based on the Ohio Supreme Court's ninety days decision, the Charging Party had until July 30, 2025 to file her ULP. The Charging Party filed her ULP eight

State Employment Relations Board
Board Meeting Minutes
February 5, 2026
Page 11 of 16

days late. The Charging Party did not provide sufficient information or documentation to show that the Employer's actions interfered with, restrained, or coerced the members in the exercise of their rights guaranteed in R.C. Chapter 4117. As a result, the Employer did not violate R.C. 4117.11(A)(1). The Charging Party did not provide sufficient information or documentation to show that the Employer discriminated against them in regard to the hire, tenure of employment, or any term or condition of employment on the basis of the exercise of rights guaranteed in R.C. Chapter 4117. As a result, the Employer did not violate R.C. 4117.11(A)(3). The Charging Party did not provide sufficient information or documentation to show that the Employer refused to bargain with the certified bargaining representative of the bargaining unit. As a result, the Employer did not violate R.C. 4117.11(A)(5). The Charging Party did not provide sufficient information or documentation to show that the Employer established a pattern or practice of repeated failures to timely process grievances and requests for arbitration of grievances. As a result, the Employer did not violate R.C. 4117.11(A)(6).

Vice Chair Collins 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>	COLLINS:	<u>Yes</u>	ZIMPHER:	<u>Yes</u>
Affirmed	<u>X</u>	Denied	<u> </u>		

7. Case 2025-ULP-08-0141 Twania L. Harbour v. Ohio Council 8, AFSCME, AFL-CIO and Its Local 2174

The unfair labor practice charge alleged that Charged Party violated Ohio Revised Code §4117.11 (B)(1), (4), (5) and (6) by restraining or coercing employees in the exercise of the rights guaranteed in Chapter 4117. of the Revised Code; by calling, instituting, maintaining, or conducting a boycott against any public employer, or picketing any place of business of a public employer, on account of any jurisdictional work dispute; inducing or encouraging any individual employed by any person to engage in a strike in violation of Chapter 4117 of the Revised Code or refusal to handle goods or perform services; or threaten, coerce, or restrain any person where an object thereof is to force or require any public employee to cease dealing or doing business with any other person, or force or require a public employer to recognize for representation purposes an employee organization not certified by the State Employment Relations Board; and by failing to fairly represent all public employees in a bargaining unit. The Charging Party amended her ULP charge on September 19, 2025 to remove the R.C. 4117.11(B)(1), (B)(4), and (B)(5) violation allegations in order to just have an alleged violation of R.C. 4117.11(B)(6).

Information gathered during the investigation revealed that the Union did not fail to represent the Charging Party. None of the Union's actions were arbitrary, discriminatory, or in bad faith. The Union provided evidence and testimony that they advocated on the Charging Party's behalf in relation to her disciplinary hearing. There is no record of the Charging Party ever filing a grievance with the Union during her employment with the Employer. The Charging Party was terminated on May 1, 2025. The Charging Party filed her ULP charge on August 7, 2025. Based on the Ohio Supreme Court's ninety days decision, the Charging Party had until July 30, 2025 to file her ULP. The Charging Party filed her ULP eight days late. The Charging Party did not provide sufficient information or documentation to show that the Union's actions interfered with,

State Employment Relations Board
Board Meeting Minutes
February 5, 2026
Page 12 of 16

restrained, or coerced any employee in the exercise of their rights guaranteed in R.C. Chapter 4117. As a result, the Union did not violate R.C. 4117.11(B)(1). The Charging Party did not provide sufficient information or documentation to show that the Union called, instituted, maintained, or conducted a boycott against any public employer, or picketed any place of business of a public employer, on account of any jurisdictional work dispute. As a result, the Union did not violate R.C. 4117.11(B)(4). The Charging Party did not provide sufficient information or documentation to show that the Union induced or encouraged any individual to engage in an unlawful strike or refusal to handle goods or perform services. As a result, the Union did not violate R.C. 4117.11(B)(5). The Charging Party did not provide sufficient information or documentation to show that the Union failed to fairly represent all public employees in the bargaining unit. As a result, the Union did not violate R.C. 4117.11(B)(6).

Vice Chair Collins 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>	COLLINS:	<u>Yes</u>	ZIMPHER:	<u>Yes</u>
Affirmed	<u>X</u>	Denied	<u> </u>		

8. Case 2025-ULP-08-0151 Reginald Hamilton v. City of Cleveland

The unfair labor practice charge alleged that Charged Party violated Ohio Revised Code §4117.11 (A)(1) and (5) by interfering with the bargaining unit Employees' rights and by refusing to bargain.

Information gathered during the investigation revealed that the Charging Party did not provide sufficient information or documentation to show that the Employer's actions interfered with, restrained, or coerced the members in the exercise of their rights guaranteed in R.C. Chapter 4117. As a result, the Employer did not violate R.C. 4117.11(A)(1). The Charging Party did not provide sufficient information or documentation to show that the Employer refused to bargain with the certified bargaining representative of the bargaining unit. As a result, the Employer did not violate R.C. 4117.11(A)(5). The Charging Party voluntarily resigned on March 5, 2024. The Charging Party filed his ULP charge on August 21, 2025. Based on the Ohio Supreme Court's ninety days decision, the Charging Party had until June 3, 2024 to file his ULP. The Charging Party filed his ULP two hundred and eighty seven days late. The Incumbent Union and Employer's 2022-2025 CBA was fully executed on December 10, 2024, nine months after the Charging Party resigned and was removed from payroll.

Vice Chair Collins 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>	COLLINS:	<u>Yes</u>	ZIMPHER:	<u>Yes</u>
Affirmed	<u>X</u>	Denied	<u> </u>		

State Employment Relations Board
Board Meeting Minutes
February 5, 2026
Page 13 of 16

9. Case 2024-ULP-12-0180 Diane Gaston v. American Association of University Professors - CCC Chapter

The unfair labor practice charge alleged that Charged Party violated Ohio Revised Code §4117.11 (B)(1), (2), (3), (4), (5), (6), (7) and (8) by failing to fairly represent the Charging Party in connection with a grade-dispute grievance and related proceedings.

Information gathered during the investigation did not reveal that the Union failed to take a basic and required step without justification or viable excuse, nor did it establish conduct that was arbitrary, discriminatory, or undertaken in bad faith. Union representatives, including Chapter President Haidy Kamel, communicated with the Ms. Gaston regarding the grievance, discussed the matter with the Employer, and participated in the grievance process, including representing Ms. Gaston at the Level II grievance hearing, therefore the evidence does not support a finding that the Union violated R.C. 4117.11(B)(6), and the remaining alleged subsections are not supported by the facts developed during the investigation.

The Charging Party did not provide sufficient information or documentation to demonstrate that the Union restrained or coerced employees in the exercise of rights guaranteed under R.C. Chapter 4117, or that the Union interfered with the Employer's selection of its representatives for purposes of collective bargaining or grievance adjustment. The record reflects that the Union's conduct consisted of representational decisions made within the grievance process and does not establish evidence of restraint or coercion as contemplated by the statute. Accordingly, the Union did not violate R.C. 4117.11(B)(1).

The Charging Party did not provide sufficient information or documentation to show that the Union caused or attempted to cause the Employer to discriminate against the Charging Party with respect to hiring, tenure, or any term or condition of employment to encourage or discourage membership in an employee organization. There is no evidence in the record that the Union requested, directed, or influenced the Employer to take adverse action against the Charging Party. As a result, the Union did not violate R.C. 4117.11(B)(2).

The Charging Party did not provide sufficient information or documentation to establish that the Union refused to bargain collectively with the Employer while acting as the exclusive representative of the bargaining unit. The allegations raised concern the Union's handling of an individual grievance and do not involve collective bargaining negotiations, bargaining conduct, or a refusal to meet or negotiate in good faith with the Employer. Therefore, the Union did not violate R.C. 4117.11(B)(3).

The Charging Party did not provide sufficient information or documentation to show that the Union called, instituted, maintained, or conducted a boycott against the Employer, or that it picketed any place of business of the Employer on account of a jurisdictional work dispute. The record contains no evidence of boycott activity, picketing, or jurisdictional disputes involving the Union. Accordingly, the Union did not violate R.C. 4117.11(B)(4).

The Charging Party did not provide sufficient information or documentation to show that the Union induced or encouraged any individual to engage in an unlawful strike or refusal to handle

State Employment Relations Board
Board Meeting Minutes
February 5, 2026
Page 14 of 16

goods or perform services, or that the Union threatened, coerced, or restrained any person for purposes prohibited by the statute. The investigation revealed no strike activity, work stoppage, or inducement thereof. As a result, the Union did not violate R.C. 4117.11(B)(5).

The Charging Party did not provide sufficient information or documentation to establish that the Union engaged in picketing, striking, or other concerted refusal to work without providing the required statutory notice to the Employer and SERB. The record does not reflect that any such concerted activity occurred. Therefore, the Union did not violate R.C. 4117.11(B)(8).

Vice Chair Collins 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>	COLLINS:	<u>Yes</u>	ZIMPHER:	<u>Yes</u>
Affirmed	<u>X</u>	Denied	<u> </u>		

10. Case 2025-ULP-08-0156 Erick Grassley v. Kenton City School District Board of Education

The unfair labor practice charge alleged that Charged Party violated Ohio Revised Code §4117.11 (A)(1) and (3) by failing to reappoint him as High School Science Department Head for the 2025–2026 school year in retaliation for engaging in protected union activity as Co-President of the Union.

Information gathered during the investigation revealed that Mr. Grassley engaged in protected activity and that the Employer was aware of that activity. The record further reflects that the Superintendent authored internal communications expressing frustration with Mr. Grassley’s approach to labor-management matters. These communications occurred in the context of ongoing labor relations issues. The investigation shows that the decision-making authority for the Department Head recommendation rested with the High School Principal. The Superintendent did not interview applicants and did not participate in the evaluation process beyond forwarding the Principal’s recommendation to the Board. Both Mr. Grassley and another bargaining unit member applied for the position. Following interviews and a review of qualifications, the Principal recommended the other applicant. The Employer articulated legitimate business reasons for the recommendation, including concerns regarding the Mr. Grassley’s prior performance as Department Head and a determination that the selected applicant demonstrated stronger leadership, preparation, and collegiality. The record does not establish that the Employer’s stated reasons were pretextual or that the Mr. Grassley’s protected activity was a motivating factor in the decision. Accordingly, the investigation does not establish reasonable grounds to believe that the Employer violated R.C. 4117.11(A)(3). With respect to R.C. 4117.11(A)(1), the evidence does not establish that the Employer’s conduct reasonably tended to interfere with, restrain, or coerce employees in the exercise of protected rights. While the record reflects contentious labor-management relations, such circumstances alone do not constitute an unfair labor practice.

State Employment Relations Board
Board Meeting Minutes
February 5, 2026
Page 15 of 16

Vice Chair Collins 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>	COLLINS:	<u>Yes</u>	ZIMPHER:	<u>Yes</u>	
Affirmed	<u>X</u>	Denied	<u> </u>			
11.	Case 2025-ULP-07-0121		<u>Teachers Association of Washington Local Schools (TAWLS) v. Washington Local School District Board of Education</u>			
12.	Case 2025-ULP-10-0181		<u>Service Employees International Union, District 1199 WKO v. Akron-Summit County Public Library</u>			
13.	Case 2025-ULP-11-0205		<u>Bristol Association of School Employees, OEA/NEA v. Bristol Local School District Board of Education</u>			
14.	Cases 2025-ULP-12-0212		<u>Mason Professional Firefighters, Local 4049 v. City of Mason</u>			
	2025-ULP-12-0215		<u>City of Mason v. Mason Professional Firefighters, IAFF, Local 4049</u>			

Vice Chair Collins moved that the Board construe the Charging Parties' requests to withdraw as Motions to Withdraw and grant the Motions with prejudice. Board Member Walter seconded the motion. Chair Zimpher called for discussion and the vote.

Vote: WALTER:	<u>Yes</u>	COLLINS:	<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:

SERB REGULAR SCHEDULED MEETING DATES:

- March 5, 2026
- April 2, 2026
- April 30, 2026
- June 4, 2026
- July 2, 2026
- July 30, 2026
- August 25, 2026
- September 24, 2026
- October 22, 2026
- November 17, 2026
- December 17, 2026

State Employment Relations Board
Board Meeting Minutes
February 5, 2026
Page 16 of 16

- **Employee Organization Annual and Financial Reports:** All Employee Organizations are in compliance with filing their Annual and Financial Reports.
- **Vacancies:** We are continuing our recruiting efforts for a Staff Attorney and REP Attorney. The vacancy announcement period for the REP Attorney was extended to February 18, 2026. The vacancy announcement is posted on the State of Ohio careers.gov, OSU Moritz College of Law and Ohio State Bar Association websites. Applications and resumes are being reviewed as received and first round of interviews have been scheduled for a few of the applicants.
- **Employee Handbook Update:** The SERB Employee Handbook was updated and sent to all staff on January 22, 2026. Updated policies include the Dress Code Policy and EEO and ADA Policy.
- **Employee Engagement Committee:** On January 22, 2026, the Employee Engagement Committee sponsored a community outreach event by making and sending Valentine’s Day cards to patients in Children’s Hospital. A total of 85 cards were sent.
- **2026 Annual Reports:** Following is an overview of SERB’s annual reports schedule:
 - Non-BOE Public Employer annual information requests were sent on January 5, 2026, by email. Printed versions were mailed on January 7, 2026. Out of 2,024 requests sent we received a response from 1,251 (61.8%). We are waiting for 773 to respond by the deadline of February 7, 2026. February 9, 2026, we will send out past-due notices to those that have not replied.
 - Health Insurance Surveys were sent on January 6, 2026, that included public libraries. Surveys are due to be returned on March 2, 2026. Currently 493 (31.1%), out of 1,586 surveys have been returned. A reminder will be sent on February 9, 2026, to those that have not responded.
 - Wage Settlement Report is scheduled to be released to the public on March 2, 2026.
 - The goal is to release the Annual Report and Health Insurance Survey Results to the public on July 31, 2026.

2026 TRAINING:

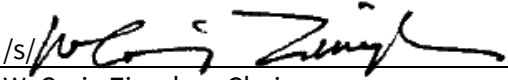
- The 2026 SPBR Conference is scheduled for September 1, 2026.
- The 2026 W. Craig Zimpher SERB Academy is scheduled for December 1, 2026, and December 2, 2026.
- In person 2026 Ohio Ethics Law Training is scheduled for SERB staff on October 22, 2026.

VIII. ADJOURNMENT:

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

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

The Board meeting adjourned at 10:24 a.m.



W. Craig Zimpher, Chair