

REQUESTED BY:
GREATHOUSE

LAW DEPARTMENT
DRAFT NO. 0387

TITLE

A RESOLUTION FOR THE PURPOSE, ON BEHALF OF THE CITY OF WARREN, OF ACCEPTING THE RECOMMENDATIONS ISSUED BY THE FACT FINDER IN CASE NO. 2022-MED-09-1080 BEFORE THE STATE EMPLOYMENT RELATIONS BOARD, STATE OF OHIO (IN THE MATTER OF INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (IAFF) LOCAL 204, AND THE CITY OF WARREN), AND DECLARING AN EMERGENCY.

RESOLUTION NO. 4706/2023

WHEREAS, the City of Warren and the International Association of Fire Fighters (IAFF) Local 204 previously reached an impasse in their efforts to consummate a new labor agreement; and

WHEREAS, Ms. Meeta Bass, office in Dublin, Ohio, was, as a result of the said impasse, appointed to serve as Fact Finder; and

WHEREAS, said Fact Finder, after the hearing, has issued her Recommendations relative to the unresolved issues presented to her for fact-finding; and

WHEREAS, a true and accurate copy of said Recommendations is attached to this Resolution as "EXHIBIT A"; and

WHEREAS, Rule 4117-9-05 (L), (M), (N) and (O) of the Permanent Rules of the Ohio State Employment Relations Board provide, in essence, that the aforementioned Recommendations of the aforementioned Fact Finder shall, if not rejected by the Union or the City within seven (7) days after said Recommendations are sent, be deemed to be agreed upon as the final resolution of the issued addressed therein; and

WHEREAS, the aforementioned Rule provides that any rejection by the City of Warren of the aforementioned Recommendations must come about by at least a three-fifths (3/5) vote of all members elected to Council, said vote being taken within seven (7) days after said Recommendations were sent; and

WHEREAS, this Council, on behalf of the City of Warren, desires to accept the aforementioned Recommendations in their entirety; NOW THEREFORE

BE IT RESOLVED by the Council of the City of Warren, State of Ohio:

Section 1: That the Recommendations issued by the Fact Finder in Case No. 2022-MED-09-1033 before the State Employment Relations Board, State of Ohio, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (IAFF) LOCAL 204 AND THE CITY OF WARREN), a true and accurate copy of which is attached hereto as "EXHIBIT A" and is hereby incorporated herein for all purposes as if fully rewritten herein, be, and the same hereby is, accepted in their entirety.

Section 2: That the Director of Human Resources for the City be, and hereby is, authorized and directed to submit, within twenty-four hours after the vote count herein and to both the State Employment Relations Board, State of Ohio and to the appropriate representative of International Association of Fire Fighters (IAFF) Local 204, a certified copy of this Resolution along with certification of the result of the votes taken on this Resolution, which shall set forth the total number of members elected to this Council. Such verification shall contain proof of service upon the aforementioned union.

Section 3: That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, welfare, and safety, and for the further reason that the issues outstanding between the parties may be resolved at the earliest possible time and without undue delay. WHEREFORE, this Resolution shall take effect and be in force from and after the date of its passage by a vote of two-thirds of all members elected to Council and approval by the Mayor.

Passed in Council this 14th day of JUNE, 2023.

SIGNED [Signature] ATTEST: [Signature]
PRESIDENT OF COUNCIL CLERK

FILED WITH THE MAYOR: 6-14-2023

DATE APPROVED: 6-14-2023

[Signature]
MAYOR, CITY OF WARREN, OHIO

EXHIBIT A TO DRAFT NO. 0387

SERB Case No. 2022-MED-09-1080

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**STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD**

IN THE MATTER OF FACT FINDING BETWEEN:

CITY OF WARREN) Case No. 2022-MED-09-1080
)
Employer)Date of Hearings: March 30, 2023
) May 18, 2023
And)Date of Report: June 7, 2023
)
)
INTERNATIONAL ASSOCIATION)
OF FIRE FIGHTERS (IAFF) Local 204)
)
Employee Organization) Meeta A. Bass, Fact-finder

FACT-FINDER'S FINAL REPORT AND RECOMMENDATIONS

APPEARANCES:

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INTRODUCTION

This case is a fact-finding proceeding between the City of Warren, Ohio hereinafter referred to as the "City" or "Employer" and the International Association of Fire Fighters, Local 204 hereinafter referred to as the "IAFF" or "Union." On February 16, 2023, the State Employment Relations Board (SERB) appointed Meeta A. Bass as the Fact-finder in this matter. By agreement of the parties, mediation was held on March 30, 2023, at 10:00 A.M. at the City of Warren Council Caucus Room located at 141 South Street SE, Warren, Ohio 44481. Both parties submitted the required prehearing statements on the agreed date of March 29, 2023, to allow the Factfinder sufficient time to review the position statements for the bargaining units scheduled for fact-finding. Attorney David Daugherty along with the bargaining team represented by the Employer. Attorney Jeffrey Geisinger along with the bargaining team represented by the Union. The parties presented documentary evidence and/or arguments in support of their positions during the mediation. The mediated discussion considered the factors set forth in Ohio Revised Code Section 4117.14 (G) (7) (a) to (f):

- Past collectively bargained agreements between the parties;
- Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employers doing comparable work, giving consideration to factors peculiar to the area and the classification involved;
- Interests and welfare of the public, the ability of the public to finance and administer the issues proposed, and the effect on the normal standards of public service;
- Lawful authority of the public employer;
- Stipulations of the parties; and
- Such other factors, not limited to those above, which are normally or traditionally taken into consideration.

The parties scheduled additional mediation and the fact-finding hearing on May 18, 2023 at the same location for the remaining issues. On May 18,

2023, the parties reached a tentative agreement on all outstanding issues. The parties agreed the Fact-finder would issue her report on June 7, 2023.

Description of the Employer

The Appointing Authority is the City of Warren. Warren is a statutory city located in Trumbull County, Ohio. It is also the county seat of Trumbull County. The City operates under a Mayor/Council form of government. The Mayor is directly elected by the citizens of Warren. City Council is comprised of eleven members; seven ward representatives, three at large members and Council President. Council Members and the Council President are elected to two-year terms. The City provides its citizens with a wide range of services including general government, public safety, public works, human services, health, conservation and recreation, and solid waste management.

With a 2023 population of 38,493, it is the 35th largest city in Ohio. The average household income in Warren is \$42,718 with a poverty rate of 38.86%. The median age in Warren is 40.5 years, 38.8 years for males, and 42.7 years for females. The median house value is \$68,800.00.

The City of Warren currently employs 367 full-time employees. There are currently (5) bargaining units representing 320 employees. These units consist of Police Blue (41 members represented by the OPBA), Police Gold (15 members represented by the OPBA), Fire (57 members represented by the IAFF), Local 74 (182 members represented by AFSCME), Local 2501 (23 members represented by AFSCME). The remaining 47 non-union employees are either employed by the Municipal Court, (whose salaries are largely controlled by the Judges), the Law Director and his assistants, the Police and Fire Chiefs, the Finance Department and Administration employees. The non-union employees are subject to an ordinance commonly referred to as "Policies and Procedures."

Description of the Bargaining Unit

The Union is the exclusive representative of a unit of employees of the Warren Fire Department, which includes the positions of Firefighter, Lieutenant, Captain, and Assistance Chief. There are currently 57 members in the bargaining unit, 3 Assistant Chiefs, 6 Captains, 12 Lieutenants and 37 Firefighters. The City is in the process of hiring an additional three (3) firefighters.

History of Bargaining

The parties have a current Collective Bargaining Agreement dated January 1, 2020, which expired on December 31, 2022. The parties met on four (4) occasions, November 22, 2022, November 29, 2022, December 8, 2022 and December 13, 2022, to attempt to negotiate a settlement to the expiring agreement. The parties continued discussions outside of formal meetings with the mutual intent to reach a resolution. The parties were not able to resolve all the open issues and proceeded to fact-finding. The parties also agreed to designate one day for mediation in the fact-finding process as suggested by the Ohio Revised Code.

On the day of the mediation, the parties agreed the unopen Articles were:

- Preamble
- Article 2: Recognition Clause
- Article 3: The City's Management Responsibilities
- Article 5: No Strike or Lockout
- Article 7: Labor Management Meetings
- Article 8: Adjustment of Grievances
- Article 9: Discipline and Discharge
- Article 15: Vacations
- Article 16: Sick Leave
- Article 17: Service Connected Disability
- Article 20: Military Leave
- Article 21: Equipment Safety
- Article 22: Building and Grounds Maintenance

Article 23: Rules and Regulations
Article 25: Severability Clause
Article 27: Family Medical Leave
Article 28: Life Insurance
Article 30: Drug and Alcohol Policy
Article 31: Layoff and Recall

Prior to the Fact-Finding and Mediation, the parties executed Tentative Agreements for the following Articles:

Article 4: Union Representation
Article 6: Union Security and Dues Check Off
Article 10: Seniority, Section 6
Article 13: Allowances
Article 24: Termination of Agreement

At the Fact-finding and Mediation, the parties agreed the remaining unresolved articles were:

Article 10: New Section 7, Seniority
Article 11: Standards of Work, Section 8
Article 11: Standards of Work, Section 9
Article 12: Section 1, Pay Rates
Article 12: Section 2, Pay Rates, Fire Fighter Operator
Article 14: Section 2, Holidays
Article 14: Section 3, Personal Time
Article 18: Exemplary Attendance Bonus
Article 19: Educational Courses, New Section 3
Article 26: Health Care Benefits
Article 29: Pay Disbursements

On the mediation date, a good faith effort was made to resolve the remaining issues through mediation as mandated by the Ohio Revised Code, Ohio Administrative Code and the policies of SERB. The parties were not able to tentatively resolve all the issues during the Day-1 mediation session. The parties agreed to schedule the fact-finding hearing but continue mediation before commencing the fact finding hearing on Day-2.

On Day-2, the parties were successful in their efforts after each side worked through the application of the statutory factors to their positions.

The Parties reached Tentative Agreements that resolved nine of the eleven issues, and the Union withdrew its proposals on the other two issues. The parties' negotiations teams were able to simplify and resolve these remaining disputed articles, by agreeing to:

1. The Parties agreed that the Union will receive an increase in pay of at least 4%/2%/2%/2%/2% with a "me too" arrangement if the Police ultimately receive an increase that is greater than 4%/2%/2%/2%/2%. If the Police receive an increase that is greater than 4%/2%/2%/2%/2%, the Union will receive the same increase as the Police. However, in no event will the Union receive an increase of less than 4%/2%/2%/2%/2%. The parties also agreed to a modification of the Wage Chart dropping the two lowest tiers.
2. The Union agreed to accept the same health care plan which ASFME 2501 accepted where the final language expressly states "the Level of benefits shall remain the same as in 2022 for both Option 1 and Option 2."
3. The parties agreed to adopt the past practice of paying Firefighters, who are assigned the duties of driving any fire apparatus for a given turn compensation at the top firefighter's hourly rate and shall receive additional pay of fifty per cent (50%) of the difference of the Lieutenant's hourly rate and the top firefighter's hourly rate, for the hours worked on that turn.
4. The parties agreed to modify Article 14 Section 3 personal time to prevent situations where members's personal time or vacation time were being deducted for three or more sick leave incidents during the year. The parties have agreed to modify the sick occurrences to undocumented/documentated sick leave and specifying FMLA is considered documented leave.
5. The parties agreed to mutually select the exam testing agency and the written material to be used. In the event the parties cannot agree, then the Civil Service Commission shall select the testing agency and/or written materials to be used.
6. The parties agreed that a firefighter may request in writing by specified dates to convert full or partial compensatory time accounts to cash by specified dates.

7. The parties agreed to add the 19th day of June as a recognized holiday within their collective bargaining agreement.
8. The parties agreed that payroll errors will be resolved with a full payment in a single installment. If a payroll error occurs, the affected bargaining unit member may request a labor/management meeting within the agreed time limits.
9. The parties agreed to increase the bonus for exemplary attendance to \$250.00 during the first and third periods.

To implement these changes, the parties' representative agreed to the contract language included in the Tentative Agreements and corrections made in the Union's and the City's email correspondence on Monday, May 22 at 11:00 am and Monday, May 22 at 1:46 PM respectively.

The parties requested that the Fact Finder prepare a final report adopting their settlement as her recommendation and issue that report on June 7, 2023. SERB's Fact-Finding Handbook provides for this procedure, as follows:

Should the parties reach a settlement agreement with the assistance of the fact finder, the fact finder upon the request of the parties may submit a mediated settlement report that outlines the terms of the settlement. The report is not a fact-finding report and is not subject to the 3/5's voting standards of the statute. If the settlement agreement is rejected, the fact finder should schedule a hearing and issue a final report. Alternatively, if the parties request that the fact finder issue the mediated settlement as the final report and the fact finder agrees to this request, then the report is a fact-finding report subject to the 3/5's voting standards of the statute. (Emphasis added.)

This Fact Finder recognizes that voluntary settlement by the parties is the preferred method of resolving public employee labor disputes. Ohio Revised Code Section 4117.14(G)(7)(f) is known as the catchall provision. Tentative agreements have been recognized as one of the "other factors" to

be considered under that provision because of the impact on the collective bargaining process. Tentative agreements are important in bargaining as they represent progress, build trust and collaboration, test proposals, manage expectations, overcome impasses, and provide a foundation for finalizing and implementing a formal agreement. A tentative agreement shows the parties thought it was a fair settlement arrived at through negotiation, and the intent of interest arbitration is to encourage voluntary settlement. Fact finders are generally reluctant to impose terms that vary from a tentative agreement, absent a showing that conditions changed after the tentative agreement was reached. Therefore, so long as the mediated settlement is consistent with statutory criteria, the Fact Finder, on request, should adopt it as her final report and recommendation.

Here, the parties' Tentative Agreement comports with the statutory criteria. The parties agreed to drop the lower two tiers of the current wage chart. The wage increase is comparable to the recommendations of Arbitrator Jack Buettner for the Police Bargaining Unit; Arbitrator Buettner recommended a 4% increase. The Tentative Agreement provides a 4.0% wage increase for 2023, a 2% percent wage increase on January 1 and July 1, 2024, and a 2% percent wage increase on January 1 and July 1, 2025. These structured increases give employees the financial benefit of the wage increase but are easier for the Employer to administer. The parties also agreed to a "Me Too" clause on wage increase if the Police Unit receives a wage increase in conciliation. The "Me Too" Clause is not applicable if the Police receive a wage decrease in conciliation.

The proposed wage increase is slightly higher than the 2022 SERB Wage Report, which looks at the overall wage increase percentage and other monetary incentives negotiated in public-sector labor contracts. The average negotiated wage increase percentage for fire is 3.40% in 2022, 2.88% in 2023, and 2.79% in 2024. The Average Negotiated Wage Increase

Percentage over the Entire Duration of the Contract for Fire was 3.01%. This Fact-finder is mindful that wage statistics can vary across different state regions. Likewise, current economic conditions and labor market dynamics can influence wage trends and must also be considered when determining the appropriateness of a wage increase. These bargaining teams were well-prepared to argue their positions with the Union seeking a substantial wage increase due to past bargaining and wage rates in neighboring jurisdictions. However, as this Fact-finder considers the position statements, arguments of the advocates at mediation, recommendation of Arbitrator Buettner, and binders of documentary evidence, an upward adjustment to 4% is not unreasonable to ensure that the City's compensation practices remain competitive, fair, and consistent with the broader labor market while maintaining its fiscal integrity.

An inability of the Employer pay the cost of the wage increases was not at issue.

Recommendation:

It is recommended that the the Union will receive an increase in pay of 4%/2%/2%/2%/2% with a "me too" arrangement if the Police ultimately receive an increase that is greater than 4%/2%/2%/2%/2%. If the Police receive an increase that is greater than 4%/2%/2%/2%/2%, the Union will receive the same increase as the Police. However, in no event will the Union receive an increase of less than 4%/2%/2%/2%/2%.

Proposed Language:

Effective January 1, 2023, the hourly rate for all bargaining unit members shall increase by 4%.

Effective January 1, 2024, the hourly rate for all bargaining unit members shall increase by 2%.

Effective July 1, 2024, the hourly rate for all bargaining unit members shall increase by 2%.

Effective January 1, 2025, the hourly rate for all bargaining unit members shall increase by 2%.

Effective July 1, 2025, the hourly rate for all bargaining unit members shall increase by 2%.

If the Police receive an increase that is greater than 4%/2%/2%/2%/2%, the Union will receive the same increase as the Police. However, in no event will the Union receive an increase of less than 4%/2%/2%/2%/2%.

The Wage Chart is attached hereto and incorporated by reference.

The parties agreed to add the 19th day of June as a recognized holiday to Article 14. President Biden declared June 19 a federal holiday as of June 17, 2021, during the term of this Agreement. Juneteenth commemorates the emancipation of enslaved African Americans in the United States. Recognizing Juneteenth in bargaining demonstrates a commitment to equity and inclusion in the workplace and sends a message that the City values diversity, respects cultural heritage, and supports the well-being of its employees. The recognition of Juneteenth in bargaining can also impact recruitment and retention efforts. In an increasingly diverse workforce, job seekers and employees are often attracted to organizations prioritizing inclusivity and demonstrating cultural awareness.

Recommendation:

The tentative agreement is adopted. It is recommended that the 19th day of June be added as a holiday.

Proposed Language:

ARTICLE XIV - HOLIDAYS

Section 2: Hours worked by a member of the bargaining unit under this contract on any of the holidays specified below shall be paid at the rate of one-half (1/2) time for each hour worked (for Firefighter Operator this pay shall be based on their base rate plus the Firefighter Operator rate) plus regular pay hours for the day.

The first day of January
The third Monday of January

Patriot Day (September 11)
The second Monday of October

The third Monday of February	November 11
The last Monday in May	The fourth Thursday in November
The 4th of July	Day after Thanksgiving
The first Monday of September	The 25th day of December
The 19 th day of June	

Article 7 Section 2 reflects some housekeeping changes the parties made to improve the clarity of Section 2 and to reconcile past practices of pay rate and current language for Firefighters, who are assigned the duties of driving any fire apparatus. Both parties, during mediation, acknowledged the interpretation of the current pay rate, and the City has historically paid compensation following the understood interpretation of the language. Incorporating past practices into agreements has been consistently followed by parties involved in the bargaining process. It acknowledges established norms and practices that the parties have consistently followed, fostering a sense of fairness and consistency in the workplace.

Recommendation:

The tentative agreement is adopted. It is recommended that Firefighters, who are assigned the duties of driving any fire apparatus for a given turn shall be paid at the top firefighter's hourly rate and shall receive additional pay of fifty per cent (50%) of the difference of the Lieutenant's hourly rate and the top firefighter's hourly rate, for the hours worked on a given turn.

Proposed Language:

ARTICLE XII - SECTION 2, FIREFIGHTER OPERATOR

Firefighters, who are assigned the duties of driving any fire apparatus for a given turn shall be paid at the top firefighter's hourly rate and shall receive additional pay of fifty per cent (50%) of the difference of the Lieutenant's hourly rate and the top firefighter's hourly rate, for the hours worked on a given turn. This additional pay shall be included in the roll call amount. To be eligible for this assignment, the

firefighter must have completed the required training to drive and operate this equipment and have demonstrated the ability to perform the functions effectively. The Fire Chief, the Assistant Fire Chief or House Captain will assign the senior certified firefighter on each turn to these duties. The Fire Chief will determine qualifications for certification.

The parties agreed to meet and discuss the exam testing agency and written materials to be used for the examination. The parties recognize that national testing ensures members have a certain level of expertise or knowledge. However, the Tentative Agreement allows the City and Union to have a meaningful discussion on the test parameters more significant and relevant to the particular interest and welfare of the Citizenry of Warren. Other jurisdictions have adopted similar language.

Recommendation:

The tentative agreement adding the section for exam testing agency and the written material to be used is adopted and recommended.

Proposal Language:

ARTICLE X - SENIORITY Section 7:

The exam testing agency and the written material to be used shall be selected mutually by the Union and the City. In the event the Union and the City cannot agree, then the Civil Service Commission shall select the testing agency and/or written materials to be used.

The modification of Article 29 adds a mechanism where members can address payroll errors through a labor-management meeting and the payment of the error in a single installment. Managing payroll errors promptly and effectively is essential for maintaining employee trust, complying with legal requirements, ensuring financial accuracy, and promoting organizational effectiveness. Promptly addressing and resolving errors demonstrates professionalism, integrity, and a commitment by the City to fair employment practices. The parties have attempted to prioritize accurate payroll processing and take swift action to correct errors. The City can thus foster a positive work environment, enhance employee satisfaction, and mitigate potential legal and financial risks.

Recommendation:

The tentative agreement is adopted and payroll errors will be resolved with a full payment in a single installment. If a payroll error occurs, the affected bargaining unit member may request a labor/management meeting within the agreed time limits.

Proposed language:

ARTICLE XXIX – PAY DISBURSEMENT:

Employees shall receive their paychecks on a biweekly basis. Disbursement shall be at 8:00 a.m. on the Friday of each biweekly pay period. If the aforementioned Friday is a holiday, paychecks shall be disbursed no later than 4:30 p.m., Thursday. The pay checks shall reflect the pay up to the date of payment. Each paycheck shall reflect one hundred four (104) hours of pay.

Employees must get paid by direct deposit. Any fees assessed to the employee's checking account resulting from failure of the City to deposit the employee's paycheck by the close of business on pay day Friday shall be paid by the City.

Payroll errors must be corrected promptly with full payment in a single installment. If a payroll error occurs, the affected bargaining unit member may request a labor/management meeting. Such meeting shall be held

within five (5) days of the request for the purpose of resolving the error. The time limit for holding this meeting may be extended by mutual agreement between the proper parties.

The Tentative Agreement in Article 11 allows the bargaining unit members to convert their accrued compensatory time into cash. The ability to convert compensatory time to cash can provide firefighters flexibility and additional financial compensation. The police unit enjoys a similar provision.

Recommendation:

The Tentative Agreement is adopted and recommended herein.

Proposed Contract Language

ARTICLE XI - STANDARDS OF WORK

Section 8: **COMPENSATORY TIME:** All bargaining unit members will be eligible to accumulate compensatory time for training and uncommon overtime purposes. This overtime must be authorized by the Fire Chief. This compensatory time shall be accumulated at one and one half (1½) hours for each one (1) hour worked. Compensatory time shall be limited to a maximum balance of four hundred eighty (480) hours and may be utilized as follows:

1. Compensatory time off requests shall not be denied when submitted at least 49 hours in advance of the date requested and there is an open vacation slot.
2. Demanded as time off by the Fire Chief. This demand may not include a paid holiday and requires at least forty-nine (49) hours' notice. This shall be limited to three (3) days per year, per member.
3. Paid as severance pay at the 2704-hour rate at the time of payment.
4. Time off requests that have been approved at least 49 hours in advance, shall not be denied at a later date

5. A firefighter may request in writing to convert full or partial compensatory time accounts to cash. The written request must be filed with the Auditor no later than September 15th of the year preceding payment. These hours shall be paid by January 15th of the following year at the bargaining unit member's hourly rate.

The City and Union recognized a need to revisit Article 14 Section 3 Personal time. The Parties were mindful of the negative consequences to members who had extended illnesses that resulted in using personal and vacation time rather than sick leave but also recognized the potential for sick leave abuse. The Tentative Agreement establishes clear guidelines for the documentation of sick leave to ensure accountability for using sick leave and addresses the privacy and confidentiality of employees' medical information. The Tentative Agreement specifies FMLA illness as documented. These changes in Article 14, Section 3 promotes consistency, transparency, and accountability in administering sick leave and helps maintain a fair and equitable work environment.

Recommendation:

The Tentative Agreement for Article 14 - Section 3, Personal Time is adopted and recommended.

Proposed Language:

ARTICLE XIV - SECTION 3, PERSONAL TIME

Section 3. PERSONAL TIME: In addition to the above listed holiday benefits, each member in the bargaining unit with more than one year of service shall be permitted to take seventy-two (72) hours scheduled work off between every December 1 and November 30 without any loss of pay for the hours. These hours may be selected at the member's discretion. Newly hired bargaining unit members, for their

first year of service, will be permitted to take scheduled work days off as follows: (1) hired December 1 thru March 31 – seventy-two (72) hours, or (2) hired April 1 thru July 31 – forty-eight (48) hours or (3) hired August 1 thru November 30 – twenty-four (24) hours.

Thereafter, they shall receive this benefit per the provisions set forth in this Section. For members with one (1) or more years of service, if these hours are not used during the aforementioned periods, they shall be paid for on the pay prior to December 25 at the bargaining unit member's hourly rate, in a separate direct deposit except as follows:

1. If the member has three (3) or more undocumented sick leave incidents during the year, personal time shall be charged for the third undocumented incident and any subsequent undocumented incident, as long as the member still has a personal time balance.
2. Any time the bargaining unit member, who has three (3) or more undocumented sick leave incidents and uses undocumented sick leave that creates overtime, twelve (12) additional hours shall be deducted from his/her personal time per incident. If the member does not have sufficient personal time, the hours shall be deducted from vacation time.
3. Incidents shall accumulate from December 1 thru November 30 of each year.

Documented/undocumented: A bargaining unit member may document the use of sick leave by providing written documentation from a licensed health care professional. The documentation need not disclose the nature of any medical condition or treatment.

Any use of sick leave that also qualifies for protection under the Family and Medical Leave Act ("FMLA") is considered documented without the need to provide written documentation for each sick leave incident.

The changes to Article XIV shall become effective 12/1/2023.

The City also agreed to increase the exemplary attendance bonus from \$100 to \$250. An exemplary attendance bonus recognizes and rewards employees who consistently meet or exceed attendance expectations. It serves as an acknowledgment of their commitment, reliability, and dedication to their work. The prospect of an exemplary attendance bonus also serves as an incentive for employees to reduce absenteeism. It encourages them to make an extra effort to be present and punctual, which can lead to lower absenteeism rates. By reducing absenteeism, the City can realize cost savings associated with overtime expenses.

Recommendation:

The Tentative Agreement for Article 18 increasing the exemplary bonus to \$250.00 for the first (January through April) and third periods (September 1 through December 31) is adopted and recommended.

Proposed Language:

ARTICLE XVIII - EXEMPLARY ATTENDANCE BONUS

If a member has perfect attendance, he will be paid a bonus as follows:

January 1 through April 30	\$ 250.00
May 1 through August 31	\$ 400.00
September 1 through December 31	\$ 250.00

This payment shall be made on the last pay in May, September and January respectively. The only days that a fireman can take off and still have perfect attendance are the benefit days for vacation, holidays, "R" time, personal days, bereavement leave used for death of a member of the immediate family (i.e. spouse, parent, stepparent, child, stepchild, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law or sister-in-law) and Workers' Compensation Wage Benefits paid on the day of injury.

To coincide with the paying of bonuses and reducing the need for overtime, a fireman must justify the use of more than one (1) sick leave day during any of the four (4) month periods by submitting a signed Medical Certificate or satisfactory written, signed statement as approved by the Human Resources Department. Falsification of either a written, signed statement or a medical certificate shall be grounds for disciplinary action including dismissal. The form shall be provided by the City.

The Union accepted the same health care coverage as ASFME 2501. Keeping healthcare coverage consistent between Employer bargaining units provides ease of administration and is important for providing cost-effective coverage. Maintaining parity in health care within bargaining units also provides equal access to health benefits, addresses health care disparities, promotes employee satisfaction and retention, and fosters overall well-being and productivity. More importantly, by prioritizing parity in health care, the City supports the health and welfare of its employees, ultimately benefiting both the members and the City as a whole.

Recommendations:

The Tentative Agreement for Article 26, Health Care Benefits is adopted and recommended.

Proposed Contract Language:

ARTICLE XXVI – HEALTH CARE BENEFITS

The cost of health care benefits shall be paid by the City and the level of benefits shall remain the same as in 2022 for both Option 1 and Option 2 except as follows:

1. No coverage shall apply until a new employee has completed thirty (30) calendar days of service.

2. No coverage shall apply after thirty (30) consecutive days of unpaid leave of absence (excluding family leave).
3. No coverage shall apply immediately after separation or termination.

Benefits shall be as provided by the City's Health Insurance Carrier's summary of benefits and as follows:

- 1). Dental Benefits: Dental Cap is \$2,000
- 2). Vision Benefits: The City will contribute \$6.95 per month to the AFSCME Ohio Care Plan for all bargaining unit members for benefits as determined by the Union.
 - 1) Vision Correction Surgery: Upon submission of a proper invoice justifying the medical necessity for the surgery, the City will pay directly to the provider up to \$1,000.00 per eye for vision correction eye surgery. In order to receive this benefit, if the member separates from the City with less than five (5) full years of service, the member agrees to reimburse the City for the amount paid to the provider.

Benefits shall continue to be provided by such method and through such carriers, if any, as the City in its sole discretion shall determine. Any contracts entered into by the City with respect to the existing benefits and the changes made herein shall be consistent with this Article.

Option 1 (Offered to members hired prior to January 1, 2011 only):

During the first year of this Agreement, Employees shall contribute eleven percent (11%) of the total monthly premium as determined by the insurance carrier's actuary for medical, hospitalization, prescription and dental coverage. During the first year of this agreement, employee's contribution shall not exceed \$100.00 per month for single coverage and \$175.00 per month for family coverage. During the second year of this agreement, employee's contribution shall be twelve percent (12%) of the total monthly premium but shall not exceed \$120.00 per month for single coverage and \$195.00 per month for family coverage. During the third year of this agreement, employee's

contribution shall be thirteen percent (13%) of the total monthly premium but shall not exceed \$140.00 per month for single coverage and \$215.00 per month for family coverage.

Option 2 (Offered to members hired prior to January 1, 2011 and MANDATED for members hired after January 1, 2011):

Employees shall have the choice to select Option 2 as provided by the City's Health Insurance Carrier's summary of benefits for Option 2. Employees who elect Option 2 shall not pay a premium contribution. Employees electing Option 2 shall do so no later than thirty (30) calendar days after the effective date of this agreement and thereafter may elect Option 2 during open enrollment of each year. Eligible employees who make no election shall be covered under Option 1.

Prescription Drug Coverage goes from National Formulary remains as Essential Formulary.

This Fact-Finder has also reviewed the Tentative Agreements reached and signed before Fact-Finding for Article 4, Union Representation, Article 6, Union Security and Dues Check Off, Article 10, Seniority, Section 6, Article 13, Allowances, Article 24, Termination of Agreement. These Tentative Agreements are attached hereto and incorporated by reference. After reviewing these Tentative Agreements, this Fact-Finder concludes that the parties have appropriately considered the statutory criteria outlined above and adopted the same in this Final Report.

CONCLUSION

After giving due consideration to the positions and the Tentative Agreements of the parties, and the criteria enumerated in Ohio Revised Code Section 4117.14, the Fact-finder recommends the provisions herein.

In addition, the Fact finder recommends any current contract language unchanged or unaddressed by the parties in the successor collective bargaining agreement. This Fact finder incorporates all tentative agreements reached by the

parties by reference into this Fact finding Report, and the parties should include these tentative agreements in the resulting Collective Bargaining Agreement.

If the parties discover errors in this final report or if the parties believe they can improve upon the recommendations, the parties, by mutual agreement, may adopt any agreed alternative language.

June 7, 2023

/s/ Meeta A. Bass
Meeta A. Bass, Factfinder
Reynoldsburg, Ohio

CERTIFICATE OF SERVICE

I certify that a true and accurate copy of this Fact-finding Report was sent by e-mail on June 7, 2023 to:

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/s/ Meeta A. Bass
Meeta A. Bass, Fact-finder