STATE EMPLOYMENT RELATIONS BOARD

FACT FINDER'S REPORT
AND
RECOMMENDATION

IN THE MATTER OF:

SUMMIT COUNTY REGIONAL COUNCIL OF GOVERNMENTS (SARCOG)

AND

FRATERNAL ORDER OF POLICE
OHIO LABOR COUNCIL, INC.

SERB Case No. 2024-MED-10-1323
Before Fact Finder Thomas J. Nowel, NAA
February 13, 2026

PRESENTED TO:

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INTRODUCTION

This Fact Finder was appointed to serve by the State Employment Relations Board to hear this matter in the above referenced case number. The bargaining unit is represented by the Fraternal Order of Police, Ohio Labor Council, Inc. There are approximately 40 employees in the bargaining unit comprised of full-time telecommunicators, responsible for handling calls for emergency services throughout Summit County, Ohio

Summit County is located in northeast Ohio, south of Cuyahoga County and north of Stark County. Summit County is one of two "charter counties" in Ohio which is governed by a County Council. A County Executive is elected as chief administrator, and the County Council is comprised of 11 members, three elected at large and eight members elected from districts. The County Executive and members of County Council are elected to four-year terms.

The Summit Area Regional Council of Governments is a newly established governmental unit tasked with assuming a consolidated approach to providing emergency dispatching services for all entities electing to join the COG. It presently is comprised of approximately eleven (11) member entities (covering fourteen [14] jurisdictions) and is governed by the Summit County Regional Council of Governments Board , which is comprised of the following officials: John Pribonic, mayor of Stow, Don Walters, Mayor of Cuyahoga Falls, Russell Sharnsky, Mayor of Fairlawn, Carol Kilway Mayor of Tallmadge and Ilene Shapiro, Summit County Executive. Day-to-day operations for the Agency are managed by a Director, Deputy Director, and other administrative staff.

The parties engaged in approximately 10 bargaining sessions during the bargaining process for this initial agreement and 2 additional mediation sessions with the Fact Finder. A number of signed tentative agreements were reached, and as part of this recommendation, all previously executed tentative agreements are incorporated and recommended for inclusion in the parties' initial collective bargaining agreement. Those issues consist of the following:

Preamble/Purpose
Union Recognition
Management Rights
Rules & Regulations
Dues Deduction
Non-Discrimination
Union Activity/Representation
Seniority
Layoff & Recall
Bulletin Boards
Probation Periods
No Strike/No Lockout
Waiver in Case of Emergency
Severability
Labor Management Meetings
Personnel Files
Bargaining Unit Work/Subcontracting/Consolidation
Shift Trade/Shift Preference
Temporary Working Level
Job Postings
Holidays
Union Leave
Report & Call-in Pay
Court Leave
Life Insurance
Family Medical Leave
Uniforms
Parental Leave
Health & Safety
Disability Leave
Leave of Absence
Liability Defense
Panel of Arbitrators

The fact finding hearing in this matter was scheduled for on December 17, 2025. Pre-hearing statements regarding issues at impasse were received by the Fact Finder on a timely basis. The parties met with the appointed Fact Finder on December 17, 2025, at the Summit County Emergency Communications Center in Tallmadge, Ohio. The

evidentiary hearing was conducted throughout the day and concluded. The parties agreed that the Report and Recommendation of the Fact Finder would be issued to the parties on February 13, 2026 which would allow both the Union membership and the SARCOG Board adequate time to consider the Report.

OUTSTANDING ISSUES:
1. Article xx, Grievance Procedure
2. Article xx, Discipline
3. Article xx, Zipper Clause/Mid-Term Bargaining
4. Article xx, Hours of Work and Overtime
5. Article xx, Compensatory Time
6. Article xx, Bereavement Leave
7. Article xx, Sick Leave/Incentive Leave & Article xx, Non-Use of Sick Bonus
8. Article xx, Health Care
9. Article xx, Vacation
10. Article xx, Wages & Other Compensation
11. Article xx, Duration

Those participating at the hearing for the Union:
Lucy DiNardo., FOP Senior Staff Representative
Tom Stockdale, FOP, OLC, Inc. Staff
Lauren Jacobs, FOP Associate
Allison Mason, FOP Associate

Those participating at the hearing for the Employer:
Michael D. Esposito, Vice President, Clemans, Nelson & Associates
Loren Hire, Senior Consultant, Clemans, Nelson, & Associates
Marvin Evans, Esq, Director of Labor Relations, Summit County Executive's Office
David, O'Neal, Director, Summit County Emergency Communications Center
Leigh Ann Slaughter, Deputy Director, Summit County Emergency Communications Center

In analyzing the positions of the parties regarding each issue at impasse and then developing a recommendation, the Fact Finder is guided by the principles which are outlined in the Ohio Revised Code, Section 4117.14 (G) (7) (a – f) as follows:

1. Past collectively bargained agreements, if any, between the parties.

2. Comparison of the issues submitted to final offer settlement relative to the employees in the bargaining unit involved with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved.

3. The interests and welfare of the public, the ability of the public employer to finance and administer the issues proposed, the effect of the adjustments on the normal standard of public service.

4. The lawful authority of the public employer.

5. The stipulations of the parties.

6. Such other factors, not confined to those listed in this section, which are normally or traditionally taken into consideration in determination of the issues submitted to final offer settlement through voluntary collective bargaining, mediation, fact finding, or other impasse resolution procedures in the public service or private employment.

ANALYSIS AND RECOMMENDATIONS

During the hearing, the parties presented their positions on each open article of the initial collective bargaining agreement in order of listing above. This is an initial collective bargaining agreement, and as such it bears noting that the compensation levels and other initial benefit structure was created by an approach where personnel were provided with a benefit structure that was the most beneficial of the entities that formed to create the COG entity, and as a result these personnel receive compensation and benefit levels that compare very favorably with those of external peer entities. It also should be understood that as an initial collective bargaining agreement, certain terms establish an initial framework for the collective bargaining relationship and do respect the Employer's basic rights to manage under R.C. 4117.08, and future bargaining over wages, hours, and other terms and conditions of employment will take place. Initially, however, what is central to this matter is providing for that initial collective bargaining agreement, from which the parties may both continue to work to provide services to the citizens of Summit County, continue to discuss issues of mutual concern through the processes contained therein, and

provide an avenue for future issues to be resolved through the process of R.C. 4117. This Report and Recommendation will proceed to address the open issues in numerical order on which presented and hopefully provide the parties with the framework for the initial Agreement.

FACT-FINDER'S FINDINGS AND RECOMMENDATIONS

ISSUE #1: ARTICLE xx , GRIEVANCE PROCEDURE

The proposals of the parties on this issue are very similar with the main differences being small changes in terms involving the definition of grievance, the processing of grievances, addressing grievances that may not contain all information, and the arbitration process itself.

Union's Proposal:

The Union raised concerns regarding the definition, excluding certain matters from the grievance procedure that might be controlled by the County Executive/Council, limits on grievance processing, needing to directly interface with the SARCOG Board, and the necessity for the process to culminate in at final award.

Employer's Proposal:

The Employer indicated that those limited exclusions were necessary to protect it from grievance claims over matters that it inherently does not control, that it should be required that an employee provide the correct information on grievances so that it can appropriately process matters, that it has the ability to designate individuals to represent itself in the grievance process as an extension of R.C. 4117, and that arbitration is a consensual process and is not required to be a binding result under R.C. 4117, and given its concern over what it believes are places where the union seeks to limit its rights to manage, it would prefer the process to remain advisory.

Fact-Finder's Findings and Recommendations:

Both parties' arguments have merit to a degree. To the extent that the Employer would like to pause a grievance for more information before processing the matter, the Union correctly points out that any lack of information in the initial grievance filing can

(and would be remedied) within the steps so there is no need to create such a filing barrier for employees. Likewise, it is reasonable to include language that recognizes the right of the Employer to designate appropriate personnel for response and filing matters within the grievance process and to definitionally add certainty so that a matter not controlled by actions of the SARCOG board does not subject it to grievance liability. Regarding the outcome of arbitration, be it binding or advisory, the Employer is correct that arbitration is consensual and that the statute does not require it to be so, but it is the norm as pointed out by the union. Additionally, as this is merely fact finding (not a conciliation), and the parties are free to exercise their rights to reject a fact-finding report, the recommendation hereunder does not undermine the consensual nature of arbitration at this stage, nor can it be said that this language "imposes" arbitration over the objection of the Employer. It is merely a recommendation and made with consideration of language recommended elsewhere recognizing certain inherent rights to operate under R.C. 4117. Accordingly, the following is recommended for this issue:

Recommendation – see the below contract language.

ISSUE #1: ARTICLE xx___, GRIEVANCE PROCEDURE

Section 1. Definition. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of only the specific and express terms of this agreement. It is not intended that the grievance procedure be used to effect changes in the articles of this agreement, nor those matters not covered by this agreement which are controlled by resolutions of the Summit Area Regional of Council Governments ~~dispatch~~ ***~~Executive~~*** Board ***of Trustees***, ***Summit County Executive or Council,*** or by the provisions of federal and/or state laws and/or by the United States or Ohio constitutions.

Section 2. Group Grievances. A grievance, under this procedure, may be brought by any employee who is in the bargaining unit. Where a group of employees desires to file a grievance involving a situation affecting each employee in the same manner, one (1) employee selected by such group will process the grievance and each employee desiring to be included shall sign the grievance.

Section 3. Grievance Processing. All grievances must be timely processed at the proper step in the progression in order to be considered a grievance or to be considered at the

subsequent step. Any employee may present a grievance and have it adjusted (see Section 7) provided that such adjustment is not inconsistent with the terms of this Agreement. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements to elapse without further appeal. Any grievance not answered by management within the stipulated time limits shall be considered to have been answered in the negative and may be appealed to the next step of the grievance procedure in accordance with the applicable time limitations.

Section 4. Grievance Form/Contents. The written grievance shall state on the grievance form, attached as Appendix ~~C~~ ____, ~~the specific article(s) and section(s)~~ ***the following information:***

1. Date grievance occurred
2. Description and incident that gave rise to the grievance
3. Article***(s)*** and section***(s)*** of agreement involved
4. Relief or remedy requested
5. Signature of the employee filing the grievance

~~***If a grievance does not contain the required information, it will be returned to the employee so that it can be completed and then processed provided that it was timely initiated.***~~

Section 5. Time. Limits. The time limitations provided for in this article may be extended by written mutual agreement between the Employer and the Union; business days, as used in this article, shall not include Saturdays, Sundays, or holidays. ~~Where the deadline for action falls on a weekend or holiday, the deadline shall be considered to be the next regular business day.~~ Any grievance not presented within the time limits set forth in this article shall not be entitled to consideration.

Section 6. Grievance Procedure. Nothing in this article shall be interpreted as discouraging or prohibiting informal discussions of a dispute by the employee and the Employer prior to the filing or starting of a grievance. When an employee or the Union elects to file a formal grievance, each grievance shall be processed in the following manner:

Step 1 - 911 ***Deputy Director/designee*** ~~***of Operations***~~

Where a grievance is to be initiated, the aggrieved employee or the Union Steward/alternate, if requested, shall present the written grievance to the ~~911~~ ***Deputy*** Director/designee within ~~fourteen (14)~~ ***ten (10)*** business days of the occurrence of the incident giving rise to the grievance. The ***Deputy*** Director/designee shall attempt to adjust the matter and shall either respond to the grievance within ~~fourteen (14)~~ ***ten (10) business*** days of receiving the grievance or schedule a meeting to discuss the grievance with the employee and/or Union representative. If a meeting is scheduled, the ***Deputy***

Director/designee shall give his answer to the aggrieved employee and/or Union representative in writing within seven (7) business days following the meeting.

Step 2 – ***Director/designee.***

Should the grievance not be settled in Step 1, the grievant may, within seven (7) business days after the date of the written response, submit or have his steward submit the original grievance form and two (2) copies to the Director/designee, and may provide a copy to the SARCOG board ~~of trustees/or~~ ***Chair/***designee. The ~~SARCOG Board of trustees or~~ ***Director/***designee shall, within fourteen (14) business days of the receipt of the appeal, meet with the aggrieved employee, the FOP/OLC staff representative, the appropriate unit steward, as well as the supervisor and any witnesses/personnel they consider necessary to arrive at an answer. The ~~SARCOG board of Trustees or~~ ***Director/***designee shall respond to the grievance within fourteen (14) business days after the hearing and send a copy of the answer to the grievant and staff representative of FOP/OLC. Notwithstanding the other provisions above, grievances involving suspension or discharge may be filed directly at Step 2 and shall be filed within seven (7) business days of the issuance of the disciplinary notice.

Step 3 - Intent To Arbitrate

If ***a timely filed/appealed*** ~~the~~ grievance is not settled at Step 2, the Union shall notify the SARCOG Board ~~of Trustees or~~ ***Chairperson/***designee, within ~~thirty (30)~~ ***twenty (20)*** business days of the date of decision/default rejection at Step 2, of its intent to submit the matter to arbitration.

A. Within ten (10) business days after notice of arbitration has been submitted, the parties may then confer to determine whether the parties will use an arbitrator from the panel of arbitrators listed in Appendix___, the arbitrator shall be selected by the alternate strike method. The parties may also agree to use an alternative expedited procedure depending on the issue presented.

B. Should there be no selection of an arbitrator made under A, the Union may make a joint request to the Federal Mediation and Conciliation Service (FMCS) for a panel of nine (9) Ohio based arbitrators from the Federal Mediation and Conciliation Service within ~~fourteen (14)~~ ***ten (10)*** business days of the written notice of intent to request for arbitration. Within ~~fourteen (14)~~ ***ten (10)*** business) business days from receipt of the panel of arbitrators from FMCS, each party shall strike any name to which it objects, number the remaining names to indicate the order of preference and return the list to FMCS. Each party shall have the right to reject one (1) panel of arbitrators. The party rejecting the panel shall bear the cost of obtaining a new list. In the event the grievance is not referred to arbitration, meaning the notice of

intent is not received, within the limits prescribed or the list request is not made within the time limits prescribed, the grievance shall be considered resolved, based upon the Step 2 reply or default rejection as may be applicable. In the event that the parties have returned two (2) lists to FMCS without getting a match, the parties agree to use the alternate strike method on the permanent panel to select the arbitrator.

C. **Arbitration Process/Authority of the Arbitrator.** The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of the specific article(s) and section(s) of this agreement, and he shall be without power or authority to make any decision:

1. Contrary to or inconsistent with or modifying or varying in any way the terms of this agreement or of applicable laws.

2. Limiting or interfering in any way with the powers, duties, or responsibilities of the Employer under applicable law. Limiting or interfering in any way with the powers, duties, or responsibilities of the Employer under its rule-making powers not inconsistent with the agreement.

3. Contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, policy, rule, or regulations presently or in the future established by the Employer, so long as such practice, policy, rules, or regulations do not conflict with this agreement.

4. Implying any restriction or condition upon the Employer from this agreement, it being understood that, except to such restrictions or conditions upon the Employer are specifically set forth herein, or are fairly inferable from the express language of any article and section herein, the matter in question falls within the exercise of rights set forth in the article of this agreement entitled "Management Rights."

5. Concerning the establishment of wage scales, rates on new or changed jobs, or change in any wage rate not in the Agreement.

6. Providing agreement for the parties in those cases where, by their contract, they may have agreed that future negotiations should occur to cover the matter in dispute.

7. Granting any right or relief of any alleged grievance occurring at any time other than the contract period in which such right originated.

For disciplinary awards, the arbitrator in making any awards is restricted to actual, net out-of-pocket losses to regular ~~wages~~ earnings incurred by the employee, and in formulating any back pay award, shall make deductions based upon, any time period that the employee was incapable of fulfilling his duties as a telecommunicator due to suspension of licensure/certification/LEADS/OHLEG access, and for example but without limitation, unemployment compensation received or receivable and any amount paid to or receivable by the employee as wages in any other employment and in awarding such is limited to ten (10) business days prior to the date at which the grievance was first presented at Step 1.

D. **Arbitrability.** The question of substantive arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is substantively arbitrable. If the arbitrator determines the grievance is within the purview of substantively arbitrability, the alleged grievance will be heard on its merits before the same arbitrator. The arbitrator is without authority to rule on matters involving procedural arbitrability.

E. **Decision.** The decision of the arbitrator resulting from any arbitration of grievances hereunder shall be in writing and sent to the Employer spokesperson and the Union. ***The decision of the arbitrator is ~~advisory as to~~ final and binding on the parties subject to review under Ohio Revised Code, Section 2711,*** and the arbitrator shall be requested to issue his decision within thirty (30) days of the conclusion of the hearing or as soon as practical thereafter.

F. **Costs/Fees/Expenses**. The cost of the services of the arbitrator, the cost of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, and rent, if any, for the hearing rooms, shall be borne equally by both parties. The expenses of any non- employee witness shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter, or request a copy of any transcript. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during his/her normal scheduled working hours on the day of the hearing.

Section 7. Employee Direct Representation. When an employee covered by this agreement represents himself in a grievance, in accordance with the provision set forth in Section 2 herein, the Employer will advise the Union of its disposition and provide an opportunity for the Union to be present at any adjustment without intervention. No settlement shall be in conflict with any provisions of this agreement. Whenever an

employee elects to represent himself in a grievance, the employee must sign a written waiver holding the Union harmless from any claim by the employee. The Employer will be under no obligation to deal with any representative other than the FOP/OLC, unless he/she is subcontracted directly by the FOP/OLC. The Union shall maintain the sole and exclusive right to determine if a matter shall be arbitrated.

Section 8. Grievance Form. The mutually agreed upon grievance form, which shall provide the information as outlined in Section 4, is attached hereto as Appendix ____. The Union shall have the responsibility for the duplication, distribution, and their own accounting of the grievance.

ISSUE #2: ARTICLE xx___, DISCIPLINARY PROCEDURES

The proposals of the parties on this issue are again, very similar, with the main differences being a listing of the types of disciplinary action utilized and an exclusion from arbitration for disciplinary matters involving suspensions of 2 days or less, which is the present limit for appealing matters to the SARCOG Board.

Union's Proposal:

The Union raised concerns regarding the lack of appeal rights when employees are subject to suspension of 2 days or less as being fundamentally against the inherent just cause principle and proposed language modeled almost entirely after a collective bargaining agreement present with Lorain County's 911 operation which is similar in scope to that of the Summit County COG. It also believes the inclusion of last chance language in the CBA is unnecessary since such provisions are rare and can be addressed on a case-by-case basis by the parties as they come up.

Employer's Proposal:

The Employer indicated that it felt the last chance language was appropriate due to a SERB decision suggesting that they could be undermined as something requiring a vote of the union and Employer if not referenced in the Agreement, and that the present limit on appeals of 2 days or less is reasonable and similar to R.C. 124.34 which restricts appeals of disciplinary action to matters for greater than 3 days. The Employer additionally indicated

that fundamentally listing the types of disciplinary action (and referencing suspensions of record) is something that is commonly done and reflects the types of discipline available to it.

Fact-Finder's Findings and Recommendations:

Both parties' arguments make good points about this initial language. To the extent that the Employer would like to be able to insulate from appeal suspensions of 2 days or less, the Union correctly points out that such deprives an employee of the right to contest a loss in pay (where it was not previously a bargained for exchange) and thus should not be imposed unilaterally. Part of the essence of the just cause principle is the ability to raise a challenge to the fairness of a disciplinary action. At the same time though, the interest of the public and that of the Employer in making any discipline subject to challenge is also legitimate. The union correctly notes that many agreements exclude from arbitration actions that do not result in a loss in pay and that is a reasonable starting point here. Likewise, it is reasonable to list the types of disciplinary actions being utilized, including record suspensions as an options, and at least initially, there is no compelling need to address the last chance issue in the CBA itself at this point in time. Accordingly, the following is recommended for this issue:

Recommendation – see the below contract language.

ISSUE #2: ARTICLE xx, DISCIPLINARY PROCEDURES

Section 1. Forms of Discipline. The tenure of every employee subject to the terms of this Agreement shall be during good behavior and efficient service. No employee shall be demoted, suspended (including work suspensions), discharged, or removed except for grounds stated in Section 2 of this article. ~~The Employer may take disciplinary action against any employee in the bargaining unit as provided herein and for just cause.~~ ***No employee shall be reduced in pay or position, suspended, discharged, or removed except for just cause.*** Only the following shall be considered disciplinary action:

1. Letter of instruction and cautioning (i.e., documented verbal warning).
2. Written reprimand.
3. Suspension without pay, at the option of the employee, and with concurrence of the Employer, accrued vacation or other paid leave may be forfeited equal to the length of the suspension. Record of suspension will be maintained.

4. Suspension of record (i.e., paper/working suspension).
5. Fines (i.e., forfeiture of accrued leave).
~~6. Demotion.~~
6. Discharge.

An employee who is given a suspension of record (i.e., paper/working suspension) shall be required to report to work to serve the suspension and shall be compensated at applicable wage for hours worked. The working suspension shall be recorded in the employee's personnel file in the same manner as other disciplinary actions having the same effect as a suspension without pay for the purpose of recording disciplinary action. Any employee who is subject to a working suspension, and that disciplinary action is subsequently arbitrated, shall have any portion of the suspension upheld converted to an unpaid suspension, to be served as unpaid time or through the forfeiture of paid leave, at the discretion of the Employer.

Section 2. Grounds for Discipline. Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, negligence, insubordination, violation of work rules, SOGs/SOPs, and personnel policies, discourteous treatment of the public and/or co-workers, neglect of duty, absence without leave, substance abuse, failure of good behavior, any conduct unbecoming of a representative of the Employer, or any other acts of misfeasance or malfeasance or nonfeasance, and other misconduct as determined by the Employer shall be cause for disciplinary action.

Section 3. Types of Disciplinary Action. Disciplinary action shall include: (a) one (1) or more instruction and cautioning; (b) one (1) or more written reprimands; (c) one (1) or more suspensions (including suspensions of record or without pay) before discharge from employment, except as provided for in Section 4 of this article, when the Employer has determined that more severe disciplinary action is required.

Section ~~3~~ 4. Progressive Discipline. Except in instances wherein the employee is determined by the Employer to have engaged in gross misconduct, discipline will be applied in a corrective, progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.

Section ~~3~~ *5*. Disciplinary Appeals. An employee subject to discipline involving ~~any suspension of greater than five (5) *two (2)* days, demotion,~~ ***loss in pay*** or discharge shall have the ability to contest such action through the grievance and arbitration procedures. Such shall be eligible to be filed at Step Two of the grievance procedure within the applicable timeline following the receipt of notice of the disciplinary action and the challenge shall proceed in accordance with the Agreement's grievance-arbitration

procedure. Disciplinary actions ***not*** involving a loss in pay ~~of five (5) ***two (2)*** days or less~~ shall be subject to the grievance procedure but are not eligible for arbitration.

Section *6.* Predisciplinary Conference*.* Whenever the Employer determines that an employee may be subject to suspension, reduction, or termination, the Employer will hold a pre-disciplinary conference prior to issuing discipline. The Employer shall establish the date and time of the conference and shall provide the employee and the Union at least ~~twenty-four (24)~~ ***forty-eight (48)*** hours written notice in advance of the conference. Such notice shall contain the charges against the employee, a brief explanation of the evidence, and what form of discipline may be imposed.

The employee may be accompanied by a Union steward during the predisciplinary conference. Rather than participate in the conference, the employee may elect to waive the conference in writing. Should the employee not wish to be represented by the Union, a Union representative shall be allowed in the predisciplinary conference as an observer only. At the conference, the employee and/or his union representative shall have an opportunity to respond orally to the charges prior to discipline being imposed.

~~**Section *6.* Last Chance Agreements.** The parties explicitly acknowledge the use and validity of last chance agreements. Such agreements, when entered into by the Employer and the Union shall not require the ratification of the bargaining unit as a whole in order to be enforceable. Last chance agreements are agreed to be of joint construction in all instances and whenever possible shall be interpreted with the intent of providing an employee a final opportunity to salvage his employment, with the next disciplinary step being termination of employment. Last chance agreements are a specific modification of the 7th Test of Just Cause so that any employee subject to a last chance agreement, who is found to have engaged in any charged misconduct under the terms of the applicable last chance agreement, shall be subject to termination.~~

Section *7.* Preemption. The above provisions supersede the removal proceedings (for purposes of disciplinary removals only) referenced under ~~R.C. 124.34 and~~ any ~~other~~ statutory appeals process having to do with appeals from a decision of a board or agency (e.g. R.C. 2505, 2506, etc.). Probationary employees shall be considered at-will and shall have no right to appeal discipline or discharge through the grievance procedure or statutory processes.

Section 8. Internal Investigations/Representation Rights. Where an employee is to be formally interviewed as part of an internal administrative investigation and where the subject matter of the investigation could form the reasonable belief that discipline of the employee may result from the interview, such employee will be provided with at least twenty-four (24) four hours of a scheduled formal interview and with union representation upon request.

Section 9. Internal Investigations/Garrity Warnings. Prior to charging an employee with insubordination for refusing to respond and/or cooperate during the course of an internal investigation, an employee will be advised that his continued refusal to do so will form the basis for such charge and a Garrity Warning administered.

Section 10. Administrative Leave without Pay. Any employee under indictment or arrested for a felony may be placed on administrative leave without pay until resolution of the court proceedings. An employee found guilty shall be discharged. An employee placed on unpaid leave under this section, who has not been discharged for misconduct, may be permitted to utilize eligible, available paid leave during such time to continue receiving pay and benefits, subject to any applicable required insurance contribution. Should the employee exhaust his available paid leave, the employee will be eligible to make an election to continue benefits and pay those applicable costs via COBRA.

ISSUE #3: ARTICLE xx___, ZIPPER CLAUSE/MID-TERM BARGAINING

The proposals of the parties on this issue are completely opposed to one another as follows.

Union's Proposal:

The Union does not believe any proposal on mid-term bargaining and zipper clause is necessary because this is an initial agreement, the parties have established a procedure for the discussion and adoption of work rule changes already – making this unnecessary, and it has concerns that this language will be used by the Employer to avoid it bargaining obligations that SERB might find appropriate pursuant to R.C. 4117. It further avers to the Employer's proposal for this language because it points out that virtually everything is already covered by the contract with explicit terms, management rights language, work rule language, etc, thus this is confusing and unnecessary.

Employer's Proposal:

The Employer believes the present language is necessary and desirable as a vehicle for addressing mid-term matters that are otherwise not covered by the Agreement. It notes that SERB has indicated and indicated to the parties that the 4117 dispute resolution process does not cover mid-term issues and suggested that they do well to address this matter in an Agreement.

Fact-Finder's Findings and Recommendations:

The Employer is correct that SERB indicated the dispute resolution process does not apply to mid-term matters and indicated addressing it in an agreement could be an advisable approach, but this is an initial agreement. The union correctly points out that the Agreement covers a wide range of employment issues and includes language addressing and authorizing management actions, including a process for revising work rules, policies, rules and regulations, which represents a bargained process for what are the most common mid-term issues. Thus, at this point, having an additional process is not seen as necessary, and the union has indicated that if it was necessary mid-term bargaining could occur on mandatory matters not covered by this Agreement without the need of any language.

Recommendation – No language included in initial Agreement.

ISSUE #4: ARTICLE xx HOURS OF WORK/OVERTIME

The proposals of the parties on this issue are similar in some respects but differ broadly in others. This is an area where initially the Employer's rights to manage and operate should be respected, particularly considering other provisions of this recommendation for wages, arbitration, etc.

Union's Proposal:

The Union proposes language that it believes should be included in the initial agreement including alternative work shift options under a 12-hour shift paradigm. The union's proposal calls for shift-based overtime in addition to the work period, bidding and automatic rebidding, and defines the work period as being adjusted from what is in place recently. Last, the language includes limitations on operational order over situations and enhanced compensation in certain order over events.

Employer's Proposal:

The Employer rejects the union's proposal and indicates that its proposed language is modeled after the same Lorain 911 language discussed at length by the union, reflecting its

present operational authority, ability to address staffing, and reasonable terms for an initial agreement. The Employer points out that the Union's language does not reflect the current work period, contains work exclusivity provisions (that are at odds with its current operational use of non-bargaining staff and already TA'd language), and offer no relief from overtime costs by including all paid time as hours worked for OT purposes. It would prefer a FLSA basis as a starting point for overtime calculations and time worked as this is an initial agreement.

Fact-Finder's Findings and Recommendations:

The Employer is correct that the Union's proposed language has terms in it that would completely reshape this area of operation, undercut the Employer's management of the operation, and create additional compensation well above the present structure. Conversely, while some movement away form the present overtime structure may be warranted, a complete reset to a FLSA basis is not. Chief amount the types of time that drives both holdovers and by default overtime, is that of sick leave, and it is reasonable for that to be excluded in the overtime calculation. Other types of time, provided below (i.e. vacation, personal, compensatory time, bereavement leave), would continue to be included and this (and the changes recommended for compensatory time) are a fair compromise for other terms in this Agreement.

Regarding the other changes that the union has sought, which depart drastically from the Lorain 911 language that both sides have discussed, and otherwise contradict language that has already been agreed to elsewhere, are not recommended.

Recommendation – see the below contract language.

ISSUE #4: ARTICLE xx HOURS OF WORK/OVERTIME

Section 1. **Hours of Work.** The standard work week for all full-time employees covered by the terms of this agreement shall be forty (40) hours and the standard workday shall be eight (8) hours, including time allotted for breaks. The work week shall commence at 7:00 a.m. on Monday of each calendar week and end at 6:59 a.m. the following Monday.

A. The starting time shall be determined on an operational basis and the employee shall be made aware of the established starting time for each shift. Changes in the starting time shall be discussed with the Union at least two (2) weeks prior to the change.

B. In the event of a workday schedule change due to an emergency, such change shall only be for the duration of the emergency.

Section 2. **FLSA/Contractual Overtime.** For purposes of FLSA compliance, overtime due under the FLSA shall be paid in accordance with the FLSA. Overtime due under the contract shall be paid in accordance with the parties' agreement. When an employee is required by the Employer to work for more than forty (40) hours in any calendar week, he/she shall be compensated for such time worked over forty (40) hours at one and one-half (1½) times his/her regular rate of pay. For the purposes of time worked, only those hours worked shall be considered. For purposes of contractual overtime hours worked, the parties agree that paid vacation leave, personal leave, ***compensatory time, bereavement leave,*** and incentive leave shall be considered hours worked. All other paid time not listed above shall be excluded. There shall be no pyramiding of overtime.

Section 3. Overtime Determination/Use of Non-Bargaining Personnel. At all times the Employer shall determine when and if overtime is necessary. Nothing herein will prevent the Employer from attempting to avoid the need for incurring unit overtime, including but not limited to the use of non-bargaining unit personnel to cover shift vacancies, call-off situations, or otherwise supplement the schedule. Where the Employer determines that overtime is to be offered within the bargaining unit, it will be as provided in section 4. Additionally, the Employer may also elect to utilize non-bargaining unit personnel, such as supervisors, to avoid or otherwise limit mandate situations for staff.

Section 4. Overtime Distribution Procedure. Overtime shall be distributed as much as possible on an equal basis in accordance with Agency policy, as updated or amended from time to time.

Should an insufficient number of employees agree to accept an overtime opportunity, the employee(s) with the least number of actual worked overtime hours working on the current shift and eligible to be mandated under the policy shall be required to accept the overtime opportunity, unless the employee as a result of the mandate would be forced into a situation of working more than sixteen (16) hours. In such cases, the employee having the next least number of actual worked overtime hours and eligible to be mandated under the policy will be mandated. Said employee(s) shall not be required to work more than four (4) hours providing sufficient minimum staffing levels can be reached. In the event that a full eight (8) hour shift must be mandated it will be done by the employee(s) having the least number of actual overtime hours worked up to the amount of staff that

are required. No employee will be required to work more than sixteen (16) hours, except in case of an emergency under Article ___, Waiver in Case of Emergency.

Section 5. Overtime Roster. Overtime hours that are worked shall be credited to employees and maintained on an overtime roster. Said roster will include only overtime hours worked, excluding pre-scheduled overtime for meetings and holidays. Said roster will be maintained and brought up to date in accordance with Agency policy for shift call-in.

ISSUE #5: ARTICLE xx COMPENSATORY TIME

The proposals of the parties on this issue are similar but depart in several instances. Both parties have presented language is related to the comparator Lorain 911 agreement, so the parties are relatively close on this issue to start.

Union's Proposal:

The Union proposes language that it believes should be included in the initial agreement indicating the compensatory time earned by mutual agreement but may be maintained at 240 hours at any time during the year. Further the Union has proposed language indicating denials may not be made for the sole purpose of avoiding overtime, and that the process for offering additional options is only triggered where "no one is able to accept the shift or the overtime."

Employer's Proposal:

The Employer rejects the union's changes for this language beyond the same language that is provided for in the Lorain 911 Agreement on this issue. It points out that both parties' have proposed mutual agreement language for comp time accrual and language the respects the Employer's ability to manage compensatory time, but the union's additional provisions essentially undermines these concepts. It proposes instead identical with the Lorain 911 provision including an 80 hour bank cap and 80 hour use cap during the year.

Fact-Finder's Findings and Recommendations:

The present status of compensatory time is that of the FLSA and a 240-hour max cap, but that is something that is not a right for the simple fact that an Employer has the ability to pay overtime, rather than allow accruals, because such allowance is by "mutual

agreement", just as an employer is free to pay off balances which both parties recognize. The struggle here is how to balance this issue in a manner that best allows the parties to move forward. The Employer's proposed language, which tracks the exact language from the Lorain 911 agreement is preferred and recommended with one significant adjustment. Moving from the 240 cap down to 80 is simply too great a change, and permitting a more measured usage requirement is also recommended for annual time. These personnel receive outstanding leave benefits currently and in a 24/7 operation, unlimited leave through unlimited use is not in the best interest of the public service. Based on this the compensatory time cap should be set at 160 hours and annual use at 100 hours. The remainder of the provision is what is contained in a comparator discussed by both parties at various points during this proceeding.

Recommendation – see the below contract language.

ISSUE #5: ARTICLE xx, COMPENSATORY TIME

Section 1. Accrual. By mutual agreement, overtime pay earned under Article ____, Hours of Work/Overtime may be taken in the form of compensatory time. Compensatory time are those hours earned in overtime that are taken in lieu of paid compensation. Compensatory time shall be granted at the rate of one and one-half (1 1/2) hours of compensatory time off for each hour of overtime worked when approved. In order to accumulate compensatory time in lieu of paid compensation, the employee shall be responsible for requesting, in writing, the election of compensatory time for overtime, no later than the conclusion of the pay period.

Section 2. Maximum Accrual/Annual Use. The maximum amount of compensatory time an employee may accrue is ~~eighty (80)~~ ***one-hundred sixty (160)*** hours and the maximum amount of compensatory time that may be utilized is ~~eighty (80)~~ ***one hundred (100)*** hours in any single year. Any overtime worked after an employee has accrued ~~eighty (80)~~ ***one-hundred sixty (160)*** hours which would increase the employee's yearly compensatory time above this maximum shall be paid at the appropriate overtime rate/regular rate.

Section 3. Use. Compensatory time requests are subject to the operational needs of the Employer and must be submitted at least seven (7) days in advance of the date requested, unless mutually agreed otherwise. The Employer agrees to respond to the request within three (3) days of being submitted. The parties agree that where an employee has been denied the usage of compensatory time on a specific date, he may be offered an alternative day for compensatory time usage within the next thirty (30) days, be offered

cash payment for the amount of hours denied, or the employee may withdraw his request for usage. It is the employee's choice in electing any of the offerings. The parties specifically agree that thirty (30) days constitutes a reasonable time period for satisfying a request for compensatory time usage under the Fair Labor Standards Act.

Section 4. Except as otherwise specifically restricted by this Agreement, the Employer retains all rights to manage the administration of compensatory time under federal law, which includes, but is not limited to the right to schedule such time off or payoff compensatory time banks. All payments made of compensatory time for cash-out, separation, or utilization shall be made at the employee's rate of pay at the time such payment is made or time used.

ISSUE #6: ARTICLE xx BEREAVEMENT LEAVE

The proposals of the parties on this issue are similar but the Employer would prefer for this leave to come from sick balances whereas the union would prefer this leave to exist independently and be the same as the Lorain 911 language covering this benefit.

Union's Proposal:

The Union proposes language for this benefit modeled after the Lorain 911 Agreement which does not include the documentation in the Employer's proposal and a broader definition of immediate family.

Employer's Proposal:

The Employer notes that this benefit is not presently structured in this fashion and is drawn from sick leave. It notes that this was not originally proposed, and presently its definition of immediate family and documentary requirements would be discarded were the union's proposal awarded.

Fact-Finder's Findings and Recommendations:

As an initial agreement and respecting the Employer's interest in accountability, the language requiring documentation for this benefit and a more limited immediate family scope should be included in the new language. In terms of the benefit itself, the Union's proposal for a stand-alone leave benefit is not unreasonable, nor unaffordable, even as a first agreement provision, with the option for additional leave to be granted drawn from sick leave if needed. Accordingly, the following is recommended:

Recommendation – see the below contract language.

ISSUE #6: ARTICLE xx, BEREAVEMENT LEAVE

Section 1. **Amount.** In the event of a death of certain members of an employee's immediate family, as defined in Section 2 of this article, the employee shall be granted paid leave to attend the funeral, make funeral arrangements, and carry out other responsibilities related to the funeral. Such leave shall ***not*** be chargeable to sick leave and shall not exceed three (3) consecutive calendar days, one (1) of which shall include the date of the funeral or memorial service. ***Sufficient documentation may be required to substantiate the need and criteria under which leave is requested.*** Additional ***leave ~~is~~***, may be granted, upon approval of the Employer***, chargeable to sick leave.***

Section 2. **Immediate Family Defined.** For purposes of this article, immediate family is defined as an employee's spouse, child, stepchild, parent, stepparent, a legal guardian or any other person who stands in place of a parent (loco parentis), sibling, and grandparents.

ISSUE #7: ARTICLE xx SICK LEAVE/INCENTIVE LEAVE & NON-USE OF SICK BONUS

The proposals of the parties on this issue are similar, with both parties modeling language after the provisions of the Lorain 911 Agreement and containing language which establishes a disciplinary schedule for absenteeism and incentives for attendance.

Union's Proposal:

The Union proposes language for this benefit mirrors the Lorain 911 Agreement, but contains references to documentation and a "just cause" standard not typical for leave documentation. It would also prefer the standard sick leave accumulation amount of 15 days per year, the present benefit level, even though the Lorain language contains a reduced accumulation schedule in exchange for incentive leave.

Employer's Proposal:

The Employer has agreed with the union on the accumulation schedule and has proposed a disciplinary schedule that it hopes will give the parties a clear way to deal with absenteeism on a progressive basis, address refused mandates as an offense, and created both incentive leave and a non-use of sick bonus in order to secure the union's support for addressing the issue of attendance in the agency.

Fact-Finder's Findings and Recommendations:

Both parties' proposals are extremely similar in terms of the core issues and the Employer's schedule for progression is actually more employee friendly, while adding to it the issue of mandate refusal as an offense. Therefore, it makes sense to combine the 2 approaches as set for below and include the monetary incentive also included by the Employer to fashion a melded recommendation that captures the desire of both parties to have a clear, unambiguous point-based system for attendance issues and incentivize/reward those employees who display exemplary attendance and commitment to not calling off for scheduled shifts.

Recommendation – see the below contract language.

ISSUE #7: ARTICLE xx SICK LEAVE/INCENTIVE LEAVE & NON-USE OF SICK BONUS

Section 1. Upon execution of this agreement, each full-time employee shall accumulate ~~nine (9)~~ ***fifteen (15)*** days of sick leave per year. Said leave shall be earned at ~~2.77~~ ***4.6*** hours per eighty (80) hours compensated for all full-time employees ***to an annual maximum of one hundred twenty (120) hours a year.***

Section 2. Incentive Leave/Absenteeism Policy. Each full-time employee shall earn ~~four (4)~~ ***two (2)*** hours of incentive leave or "bonus time" for each calendar month worked without any incidents of lost time (e.g. late, tardy, absent). An incident of lost time means any calendar day on which any employee is absent from work for any amount of time due to unpaid absence, suspension, lateness, tardiness, sick leave use in excess of ~~twenty-four (24) hours~~ ***forty (40)*** hours in a calendar year, or unapproved sick leave/absence without leave (AWOL). (Any absence that qualifies as Family Medical leave is not an incident of lost time for disciplinary purposes only.) However, once an employee utilizes ~~twenty-four (24) hours~~ ***forty (40) hours*** of sick leave in a calendar year, all further sick leave use will be treated as a lost time event in the month where the use occurs, and the incentive leave/bonus time will not be earned for the month. If multiple, non-consecutive events occur in a given month, they will be assessed against future incentive leave/bonus time accruals for succeeding months. Below is the incentive leave program and associated discipline schedule thereunder:

A. Definitions.

1. **Late** - Lateness is defined as any situation where an employee reports to work up to fifteen (15) minutes after his/her start time (two [2] incidents of late equal one [1] tardy).

2. **Tardy** - Tardiness is defined as any situation where an employee reports to work more than fifteen (15) minutes, but less than thirty (30) minutes, after his/her scheduled starting time.

3. **Absent –** Absent is defined as any situation where an employee has not reported to work within thirty (30) minutes after his/her start time and has had no contact with the Employer, or when an employee calls off with no available sick leave on the books. Any incident involving more than one (1) eight (8) hour shift will be considered a separate violation. Upon the expiration of thirty (30) minutes from the starting time of the shift, the Employer or designee will begin to replace the employee that is absent. If the employee contacts the Employer before any part of the shift is filled and also reports to work within two (2) hours of the shift beginning, he will not be deemed absent for the shift, and in that case he shall be considered tardy.

4. **Sick Leave use in excess of ~~24 hours~~ *forty (40) hours* in a calendar year** - Upon utilizing ***forty (40) hours*** of sick leave in a given calendar year, any subsequent use during that calendar year will be treated as an incident of lost time for purposes of earning incentive leave/bonus time during that month. (or subsequent months during that year if applicable) Non-FML Sick Leave use in excess of ~~twenty four (24) hours~~ ***forty (40) hours*** in a given calendar year is assessed as a tardy for disciplinary purposes.

For purposes of this section, approved funeral leave (either sick leave, ~~paid~~ bereavement leave, or approved leave without pay) shall not be counted as an incident of lost time.

B. <u>Disciplinary Point System</u>.

Refusal-of-mandates-based points are only in effect based on the calendar year. All ***other*** incidents of late, tardy, and absent are accumulative and shall remain in effect for a period of twelve (12) months from the date of first occurrence***, except for refusals of mandates,*** and shall result in the loss of pay based upon FLSA guidelines, in addition to the following:

<u>Point Progression</u>:

0 Points	***=***	***1st Refusal of Mandated Assignment/Insubordination***
1/2 Point	=	1st and 2nd late incident
1 Point	=	3rd late incident and any further late incidents
1 Point	***=***	***2nd Refusal of Mandated Assignment/Insubordination***

2 Points	=	Tardy
2 Points	***=***	***3rd Refusal of Mandated Assignment/Insubordination***
3 Points	***=***	***4th and subsequent Refusal of Mandated Assignment/Insubordination***
4 Points	=	Absent
~~6 4 Points~~	~~=~~	~~Refusal of Mandated Assignment/Insubordination~~

Discipline Progression:

2 Points	=	Verbal Reprimand/Instruction & Cautioning
3 Points	=	Written reprimand
4 Points	=	Written reprimand
5 Points	=	1 day suspension of record or without pay
6 Points	=	3 day suspension of record or without pay
7 Points	=	5 day suspension of record or without pay
8 Points	=	7 day suspension of record or without pay
10 Points	=	Termination

An employee who is late, tardy, or absent may request that the Employer authorize the employee to use any available incentive leave or vacation leave to avoid the loss of pay. Such approval shall be at the discretion of the Director. If authorized, such shall not be construed as approval of the lateness, tardiness, or absence, and the employee shall still receive the appropriate points and discipline. The Employer, at its sole discretion, may elect to waive or repeat a disciplinary step as opposed to implementing the scheduled progression. Any such variance shall not be considered precedent setting.

C. Disciplinary Process

The Employer shall attempt to put disciplinary action related to a specific occurrence into effect within thirty (30) days of the occurrence (e.g. late, tardy, absent), but prior to doing so shall issue the employee a Notice of Proposed Disciplinary Action under the No-Fault System. Upon receiving the Notice, the employee or union, within seven (7) calendar days of issuance, may file an expedited grievance regarding proposed discipline directly to the Director at Step 2 of the Grievance Process. Failure to timely file a grievance at

Step 2 with the Director shall be considered to be waiver of the Grievance Appeal and will the result in the discipline going into effect. If a grievance is timely filed, no disciplinary action shall be taken until such time as the employee is provided with an opportunity to respond to the Notice of Proposed Disciplinary Action. At the grievance meeting, the employee may respond to the notice of proposed disciplinary action to address whether or not the employee was actually late, tardy

or absent, and the calculation/assessment of points resulting in the corresponding level of discipline.

It will take a one (1) year period of good attendance from the date of last discipline to wipe away any discipline from an employee's record.

The Employer maintains the right to schedule suspensions to fit into the operation of the agency. For overtime purposes, if an employee is on suspension, he shall not be offered any additional time; an employee may receive additional time by force only.

D. Documentation.

Any employee who has received discipline for lateness, tardiness, absenteeism according to the schedule above shall be required to provide medical documentation for each absence for a period of one (1) year from the date of the reprimand or from any other subsequent related disciplinary action. Failure to provide the medical documentation shall result in the requested sick leave or absence being counted as an incident of lost time and shall result in the loss of bonus time for each failure to provide documentation.

Section 3. **Bonus Time Scheduling.** Bonus time off must be scheduled and approved at least twenty-four (24) hours in advance in consideration of the operational needs of the Employer. This requirement may be waived at the discretion of the Director or his designee in the case of an emergency. All bonus leave requests for a partial shift shall abut the beginning or ending of the shift.

Section 4. **Conversion of Bonus Time.** Prior to the first pay day in December, each employee shall notify the Director, in writing, of the manner in which he wishes to convert his unused bonus time. An employee may either convert his bonus time to cash at one-half (1/2) the value of his accumulated but unused bonus time or convert his bonus time to sick leave at the full value of his accumulated but unused bonus time. An employee who becomes separated from employment prior to the first pay day in December may, at that point, convert his unused bonus time in a manner consistent with this article.

Section 5. **Charging of Sick Leave**. All pre-approved sick leave of a full-time employee shall be charged in minimum units of ~~two (2)~~ ***one (1)*** hour~~s~~ and must abut the beginning or end of the employee's shift. All sick leave requests must be approved by the supervisor in advance. All sick leave requests for a partial shift shall abut the beginning or ending of the shift.

All sick leave of a full-time employee that is not pre-approved shall be charged in minimum units of four (4) hours unless waived by the Employer. However, when an employee gets sick while at work, in which case sick leave will be charged in minimum units of one-quarter (1/4) hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled workday or work week earnings.

Section 6. **Uses of Sick Leave**.

A. Sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:

1. Illness or injury of the employee or a member of his immediate family.

2. Medical, dental or optical examinations or treatment of an employee or a member of his immediate family, which requires the employee, and which cannot be scheduled during non-working hours.

3. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee, or when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others.

4. Pregnancy and/or childbirth and other conditions related thereto inclusive of leave for male employees for the care of the employee's wife and family during the postnatal period.

B. Definition of immediate family: spouse, parents, children, step-children of current marriage, grandchild.

Section 7. **Evidence Required for Sick Leave Usage/Physician Statement**. The Employer may require an employee to furnish a standard written signed statement explaining the nature of the illness to justify the use of sick leave. If medical attention is required, the absence is three (3) ***consecutive*** days or more, or if the Employer/designee determines that there is a pattern of abuse of sick leave, the employee may be required to furnish a satisfactory, written, signed statement from a in-person examination of a licensed medical practitioner stating the nature of the illness, that the employee was unable to perform his duties***,*** and that the employee is able to resume the performance of those duties upon return to work or that the employee's absence was necessary for the care of the member of his immediate family. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal. Where the employee

has received treatment from a medical facility, acceptable medical documentation (e.g. discharge papers, billing records, practitioner note, etc.) will be sufficient to support the need for sick leave use. Where sick leave is requested to care for a member of the immediate family, the Employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person, or in the case of childbirth and other conditions relating thereto, during the post-natal period.

Section 8. **Notification by Employee**. Whenever an employee is unable to report to work, he/she shall notify his/her immediate supervisor as soon as possible prior to the scheduled starting time of his/her shift. Said notification shall occur within two (2) hours before he/she is scheduled to report on each day of absence unless the employee has made other reporting arrangements with his/her immediate supervisor.

Section 9. **Abuse of Sick Leave/Patterned Absence**. Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud will result in dismissal and a refund of salary or wage paid. A pattern of abuse includes but is not limited to, sick leave use marked by frequency or pattern contiguous or related to scheduled days off, holidays, weekends, vacation and/or consistent regular usage, or a method of usage of available sick leave. In the event an employee should establish an abusive absenteeism problem, the provisions of ~~Appendix G~~ ***Section 2***, shall apply.

Section 10. **Physician Examination/Fitness for Duty**. If the Employer has a reasonable basis for believing that an employee is no longer mentally or physically capable of performing the essential functions of his position, or poses a danger to himself or others, the Employer may order an examination by an appropriately qualified medical professional, at the Employer's expense. Upon receipt of the medical professional's opinion on fitness for duty, the Employer, the Union, and the employee will meet to discuss possible alternatives and/or accommodations. If no alternative or accommodation is mutually agreeable, then the employee will be placed on sick leave (concurrent with family medical leave), other paid leave, and then a disability separation initiated. Disability separation is non-disciplinary in nature. The cost of such examination shall be paid by the Employer.

Section 11. **Expiration of Sick Leave**. If illness or disability continues beyond the time covered by accumulated sick leave, the employee may be granted a leave of absence without pay or a disability separation in accordance with provisions set forth in this agreement.

Section 12. **Sick Leave Conversion/Severance**. A bargaining unit employee hired prior to February 1, 2025, with two (2) or more years of service with the Employer shall, upon retirement or separation in good standing, be eligible to cash out a maximum of nine

hundred sixty (960) hours of sick leave. A bargaining unit employee hired prior to February 1, 2025, with less than two (2) years of service with the Employer shall, upon retirement or separation in good standing, be eligible to cash out a maximum of seven hundred twenty (720) hours of sick leave.

~~A bargaining unit employee hired after February 1, 2025, with ten (10) or more years of service with the Employer shall, upon retirement or separation in good standing, be eligible to cash out a maximum of fifty percent (50%) of his accumulated sick leave balance, not to exceed seven hundred twenty (720) hours of sick leave.~~

ISSUE #7: ARTICLE xx, NON-USE OF SICK LEAVE

Section 1. Bargaining unit members that maintain a minimum balance of one hundred twenty (120) hours of sick leave and do not use their sick leave during the agreed upon time periods shall be eligible to receive a quarterly incentive payment in the amount two hundred fifty dollars ($250.00), provided, however, that an employee is ineligible for said bonus (incentive) if a disciplinary suspension is incurred during the particular quarter. Quarterly time periods are measured as follows:

First Quarter	January 1 - March 31
Second Quarter	April 1 - June 30
Third Quarter	July 1 - September 30
Fourth Quarter	October 1 - December 31

Section 2. Payment Timing/Conditions. The cash incentive payments for non-use of sick leave are not to be paid on a pro-rated basis, under any circumstances. Payments shall be paid at the end of the month of November or early December in the calendar year in which it is earned and shall be based on the previously completed four (4) quarters (i.e., fourth quarter of the prior year and the first three [3] quarters of the current year).

ISSUE #8: ARTICLE xx HEALTH CARE COVERAGE

The proposals of the parties on this issue are divergent from one in several significant respects. Another with the Union seeking to tie-itself to county charter group personnel.

Union's Proposal:

The Union proposes language linking the terms of its insurance plan to other County Charter group personnel, capping its costs monetarily in subsequent years, yet indicating no benefit decreases are permissible in subsequent years, and finally, fixing premium costs

at a fixed dollar figure. The Union also proposes an enhanced opt-out payment for insurance based on not being on County Coverage.

Employer's Proposal:

The Employer notes that this benefit is not provided for by the COG itself and is provided through Summit County and that it has no control over whether or not the County will continue to accept it as a plan participant at all, has no control over benefit levels offered under the plans, and if it had to find insurance elsewhere through another source, then it would be stuck paying for an opt-out payment due to union's drafted language while also actually providing insurance at the same time to recipients. It notes that its language reflects a 10% requested contribution for employees (which is an increase) with language that simply states the Employer will procure insurance and it may be subject to change but the offerings will be the same as those provided to non-bargaining personnel. No additional language is necessary, nor warranted, particularly that which would purport to require a level of benefits that it cannot control.

Fact-Finder's Findings and Recommendations:

As an initial agreement and under a plan structure where the Employer cannot be tied to a specific benefit level design or offering over which it has no control, the Union's language represents something that is just completely impracticable from a plan management standpoint, therefore the base language concerning this issue and plan flexibility shall be that proposed by the Employer. Regarding the level of contribution presently, members play 5.0% of the premium share. For this initial agreement it is recommended that the contribution remain in place. While this is well below external averages (more beneficial to the employee), this was the structure first established for these employees by the Employer and while it may change in the future through the bargaining process, maintaining the status quo for the initial agreement is not unreasonable.

Recommendation – see the below contract language.

ISSUE #8: ARTICLE xx, HEALTH CARE COVERAGE

Section 1. The Employer will continue to provide full-time bargaining unit employees with same types of coverage(s)/plan(s) as are offered to all non-bargaining unit employees which will include basic surgical, hospitalization, major medical, prescription drug, and applicable ancillary coverage (e.g. dental, vision, etc.) as are offered and shall pay the premium cost for said insurance in accordance with this Article.

Section 2. The parties acknowledge that the Employer participates in those plans offered through Summit County, and as such, the County determines the selection of carriers, providers, and otherwise determines how coverage is provided. Initial eligibility and maintenance of eligibility for coverage shall be subject to the terms and conditions in the applicable County plan.

Section 3. Employee Contributions. Effective January 1, 2026, the parties will contribute to the base cost of the health care and ancillary coverage as follows:

Type of Coverage	Employer Contribution	Employee Contribution
Family Plan	~~90.0%~~ ***95%***	~~10.0%~~ ***5%***
Single Plan	~~90.0%~~ ***95%***	~~10.0%~~ ***5%***

Section 4. Full-time employees must remain in an active pay status in order to continue to be eligible for Employer paid health care coverage except as provided for in the Family and Medical Leave Act (FMLA) and the Employer's FMLA policy. Employees who are on an approved leave of absence shall be afforded the opportunity to pay for hospitalization, at the existing group rate, for the duration of their leave of absence.

ISSUE #9: ARTICLE xx VACATION

The proposals of the parties on this issue both maintain the level of benefit with the chief difference being how they approach the mechanics of the administration of this benefit.

Union's Proposal:

The Union proposes language for this benefit that it states is essentially drawn from the Employer's policy manual for the administration of this benefit.

Employer's Proposal:

The Employer notes that the parties have both proposed to maintain the level of this benefit, but that the union's proposal to just lift a policy manual provision and present it as

contract language isn't wise, nor does it reflect the current policy, which has been amended. The language should continue to reflect the status quo, which is the employer being able to manage the administration of this benefit through a combination of substantive contractual terms and a policy for scheduling that is more flexible.

Fact-Finder's Findings and Recommendations:

As an initial agreement and acknowledging the Employer's interest in managing the operation, including scheduling processes and staffing flexibility, the language addressing this issue, should not be rigid and inflexible. Certain terms can be specified without infringing on the Employer's rights, such as committing to honor time approved for use during the annual bid, but otherwise the approach suggested by the union is simply too restrictive, especially in an initial agreement and represents an intrusion into permissive issues such as staffing, etc. under R.C. 4117.08(c). Accordingly, the following is recommended:

Recommendation – see the below contract language.

ISSUE #9: ARTICLE xx, VACATION

Section 1. Vacation Schedule. Full-time employees are entitled to vacation leave with pay after one (1) year of continuous service with the Employer. Except as provided herein, no employee will be entitled to vacation leave nor payment for accumulated vacation under any circumstances until he/she has completed one (1) year of employment with the Employer. The amount of vacation leave to which an employee is entitled is based upon length of service, as follows:

Length of Service	Vacation Hours
less than 1 year	none
After 1 year continuous full-time service	80
After 5 years continuous full-time service	120
After 10 years continuous full-time service	160
After 15 years continuous full-time service	200
After 20 years continuous full-time service	240

Section 2. Service Credit/Advanced Placement on Schedule. New employees shall not be entitled to vacation service credit or prior service credit for tenure with the state or any other political subdivision of the State of Ohio. However, the Employer, at its sole and exclusive discretion, may grant accrual credit to newly hired employees and place them at

an advanced accrual rate on the applicable vacation schedule as part of its desire to attract and retain employees. Once granted, those employees will be placed on the vacation service scale at the applicable accelerated rate with future advancement based on the grant of service credit and continued service with the Employer. Each employee of the Employer who has been previously credited with vacation service credit or prior service credit prior to the execution of this agreement shall retain such service credit.

Section 3. Vacation Accrual Rates. Full-time employees' vacation is credited each bi-weekly pay period at the following rates:

Annual Vacation Entitled To	**Credited for Pay Period**
80 hours	3.076 hours
120 hours	4.615 hours
160 hours	6.153 hours
200 hours	7.692 hours
240 hours	9.230 hours

Section 4. Vacation Scheduling. All vacation requests are scheduled in accordance with the work load requirements of the agency and may be limited or denied on the operational needs of the Employer. Vacation requests shall be processed and bid according to the Employer's policy, as updated or amend. The Employer shall have the right to deny requests if work load requirements so mandate. All vacation leave requests for a partial shift shall abut the beginning or ending of the shift. ***Time that is approved through the initial bid process is guaranteed for the following year.***

Section 5. Mandatory Use. Generally, vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. The Employer may, in special circumstances, permit an employee to accumulate vacation from year to year. This accumulation of vacation time must be approved in advance and must be in response to special circumstances as outlined in a written request submitted by the employee.

Section 6. Vacation Forfeiture. Employees shall forfeit their right to take or to be paid for any vacation leave to their credit which is in excess of the accrual for three (3) years or is not approved for carryover.

Section 7. Vacation Severance Pay. An employee is entitled to compensation, at his current rate of pay, for the pro-rated portion of any earned but unused vacation leave for the current year to his credit at time of separation, and in addition shall be compensated for any unused vacation leave accrued to his credit for the three (3) years immediately preceding the last anniversary date of employment.

Section 8. Vacation Payout to Estate. In the case of the death of an employee, the unused vacation leave and unpaid overtime to the credit of any such employee shall be paid in accordance with Section 2113.04 ORC or to his estate.

ISSUE #10: ARTICLE xx WAGES & OTHER COMPENSATION

The proposals of the parties on this issue are similar in terms of the general increase, but the union has included equity compensation, increased shift differentials, longevity compensation, and other economic enhancements

Union's Proposal:

The Union proposes general increases (3.0%/4.0%/4.0%) and equity compensation within the wage schedule that would result in these personnel receiving significant gains and becoming the highest paid dispatch personnel in northeast Ohio, retroactive to January 1, 2025. The union also seeks significant increases in shift differential payments and longevity payments.

Employer's Proposal:

The Employer proposes general increases transitionally that are designed to reflect the length of time the parties have been bargaining and provided for a fair compensation structure over the term of the new agreement. The Employer's proposal consists of 4.0% with the first full pay following January 1, 2026, 3.0% with the first full pay after July 1 of 2026, and 2.0% with the first full pay following Jully 1, 2027. Shift Differential and Longevity compensation would remain unchanged, but to address the issue of retroactive compensation prior to the administration of the first general increase, a lump sum payment of $1,500 would be provided.

Fact-Finder's Findings and Recommendations:

An initial agreement takes time to bargain and as such, it is not unusual to realize a forward-looking process, as opposed to a completely retroactive one. That being said, economically, it is also not unreasonable for the Agreement to account for compensation during that initial process as well, which this recommendation provides. After reviewing the comparable wage data, these employees are presently some of the highest paid

dispatching personnel amoung comparator jurisdictions, and as such, equity as a component of a wage award isn't warranted. The principle of equity is one that has been largely transformed to a re-titled general increase in recent years, when its real, legitimate purpose is to address inherent wage inequity when those situations happen to legitimately exist. Accordingly, this recommendation does not contain an equity component. Otherwise, in terms of general increases, the SERB averages and comparator jurisdictions also support an award slightly above (10% total over term) that was proposed by the Employer initially. This is a middle ground between the union's position of 11% over term and the Employer's 9% over term. The timing of such increases should mirror the structure proposed by the Employer (4.0% first pay period after 1/1/2026; 3.0% first pay period after 7/1/2026; 3.0% first pay period after 7/1/2027) so that it is front loaded to account for the period of bargaining and it is my believe that the lump sum should be increased beyond that initially suggested by the Employer as well to address 2025. (Recommendation is for a lump sum of $2,250) No increase in ancillary differential and longevity payments is warranted. However, based on the hearing discussions about increased training responsibilities that members are facing with continued training demands, it is recommended the enhancement of training compensation is made in the Agreement and another level of benefit provided. Accordingly, the following is recommended (actual wage rate will be inserted based on the below percentages from the Employer payroll system):

Recommendation – see the below contract language.

ISSUE #10: ARTICLE xx, WAGES & OTHER COMPENSATION

Section 1. Newly hired employees shall be paid the probationary rate as established for their classification. Upon successful completion of their probationary period, employees shall advance to the minimum rate established for their classification. Employees shall advance through their pay range based upon general wage increases until they reach the maximum rate of pay.

Section 2. **General Wage Increases.** Wages for bargaining unit employees shall be established in accordance with the provisions of this article. Employees shall not be

entitled to experience any increase beyond the maximum amount set forth for each classification specified in Section 2.

Effective with the first full pay period following ~~ratification of this Agreement~~ ***January 1, 2026*** and continuing for the duration of the Agreement, bargaining unit members wage rates shall be compensated as follows:

Emergency Service Dispatcher	Step	Current	***Year 1 (4.0%)***
Entry	Entry	$27.71	***4.0% Inc***
After 1 year	1	$28.71	***4.0% Inc***
After 2 years	2	$29.69	***4.0% Inc***
After 3 years	3	$31.07	***4.0% Inc***
After 4 years	4	$31.76	***4.0% Inc***
After 5 years	5	$32.53	***4.0% Inc***

Year 2 Wages: For the second year of the Agreement, effective with the first full pay period following July 1, 2026, bargaining unit members will receive a three percent (3.0%) general wage increase and be paid according the following schedule:

Emergency Service Dispatcher	Step	***Hourly Rate***
Entry	Entry	***3.0%***
After 1 year	1	***3.0%***
After 2 years	2	***3.0%***
After 3 years	3	***3.0%***
After 4 years	4	***3.0%***
After 5 years	5	***3.0%***

Year 3 Wages: For the third year of the Agreement, effective with the first full pay period following July 1, 2027, bargaining unit members will receive a ~~two~~ three percent (~~2~~ 3.0%) general wage increase and be paid according the following schedule:

Emergency Service Dispatcher	Step	***Hourly Rate***
Entry	Entry	***3.0%***
After 1 year	1	***3.0%***
After 2 years	2	***3.0%***
After 3 years	3	***3.0%***
After 4 years	4	***3.0%***
After 5 years	5	***3.0%***

Section 3. **Wage Schedule Administration.** Generally, bargaining unit members will advance through the wage schedule following each time-based step/anniversary date of employment as an emergency service dispatcher with the Employer. At the discretion of the Employer, a newly or recently hired employee may be placed at or elevated to a wage step and/or rate commensurate with such employee's prior certifiable experience, special skills, and/or licensure qualifications. This may include hiring at a rate in between steps on the above schedule, in which case the member would be entitled to movement to the next step once achieving the applicable time-based service with the Employer, plus any hiring credit if placed at a specific step. The step placement and/or advancement shall be made at the sole and exclusive discretion of the Employer and is not subject to the grievance procedure or any other avenue of appeal. The parties agree that movement within the step system is only effective to the extent that the parties' agreement is in effect, and that movement between steps shall not occur in any future negotiations after the expiration of the parties' agreement until such time as a new agreement is in effect.

Section 4. Training Pay. An employee who is assigned and designated to serve as a trainer, meaning that the employee is required to oversee a probationary employee on the console/position, shall receive a ~~two~~ ***three*** dollar ($~~2~~***3***.00) per hour wage supplement for each hour that he is designed to serve as a trainer. ***If the employee is a certified training officer (CTO), the wage supplement shall be four dollars ($4.00) per hour.***

Section 5. Longevity. Each full-time member of the bargaining unit shall be entitled to receive, in addition to compensation provided for under Section 2, longevity in accordance with the following schedule:

Years of Service	***Annual Longevity Payment***
Less than 10 years	***$0.00***
After 10 years	***$500.00***
After 15 years	***$1,000.00***
After 20 years	***$1,500.00***

Section 6. Shift Differential. An employee who is works the following shifts shall receive, in addition to his based hourly rate, a shift differential as follows:

Afternoon Shift	$.40/hour
Evening Shift	$.50/hour

LETTER OF UNDERSTANDING
LUMP SUM PAYMENT

For the year 2025, bargaining unit members who are on the payroll on the date that the payment is issued will receive a lump sum payment in the amount of ~~one~~ two thousand

~~five~~ two hundred fifty dollars ($~~1,500~~ 2,250.00) as compensation for the time period prior to the administration of new wage rates under Article ___, Wages & Other Compensation. Any bargaining unit member who was employed part of the calendar year who is still employed at the time of payment will have the payment prorated based on completed full months of service in 2025.

ISSUE #11: ARTICLE xx DURATION

The proposals of the parties on this issue diverge in their respective approaches to the initial agreement.

Union's Proposal:

The Union proposes an agreement with an effective date 1/1/2025 and expiring 12/31/2027, a standard retroactive agreement of a 3-year term.

Employer's Proposal:

The Employer proposes a new Agreement, effective upon execution and continuing until June 30, 2028. The Employer objects to the retroactive full term for the simple reason that it is impossible to go back and retroactively apply contractual non-economic provisions and the new sick leave and attendance related discipline and incentive provisions or any other provision outside of wages practically. Additionally, given the length of time it took for initial bargaining, it believes a different approach other than complete retroactivity is preferred. An agreement that would expire a mere 6 months after the time proposed by the union, but controlling for 2025 compensation solves these issues.

Fact-Finder's Findings and Recommendations:

The union is correct in noting that most public sector agreements are standard 3-year terms, but the exception often is a first agreement adopted by initial certification or as a result of a decertification petition. In those instances, the parties often, if they can address the compensation issue behind anew because one cannot apply terms of the agreement that were not in existence at a previous point in time reasonably. By awarding the enhanced compensation to address 2025, I believe this addresses the compensation issue, and I doubt that it would be equitable (or fair) to suddenly go back and issue disciplinary points for absenteeism based on the new contract system that was not in place

during the year 2025. (or make other application of terms prior to the new agreement). That being said, the additional 6-months on the expiration is also not an insubstantial extension either, as the union does want to bargain its next agreement as well. Accordingly the recommended expiration date falls between the 2 proposed dates. (3/31/3028) as set forth and the following is recommended:

Recommendation – see the below contract language.

ISSUE #11: ARTICLE xx, DURATION OF AGREEMENT

This agreement shall be effective upon execution ***January 1, 2026*** and shall remain in full force and effect until midnight on ~~June 30~~ ***March 31***, 2028.

If either party desires to modify, amend, or terminate this agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration and no later than ninety (90) calendar days prior to the expiration date of this agreement. Such notice shall be filed with SERB and served in accordance with the Board's regulations. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent. Modifications or amendments at any other time than that established above shall only be by the mutual written consent of the parties.

The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Employer and the Union both agree that they shall not be obligated to bargain on any matters during the term of this agreement, except as provided for in this Agreement.

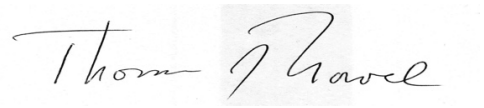
Conclusion:

While this Fact-Finder realizes that neither Party may not be fully satisfied with these recommendations, he believes that this Report meets the standard of both Parties being equally unhappy with the results, but cognizant that an initial bargaining agreement does not involve one-side or the other of getting everything that they want. Future bargaining will take place based on this recommendation or otherwise the terms of the initial agreement so it is important to focus on the achievements as opposed to what might not have been achieved.

The recommendations contained in this Report and Recommendation include all tentative agreements reached by the parties during negotiations are hereby incorporated in this Report and Recommendation. The Fact Finder has reviewed the pre-hearing position statements of the parties, all submitted exhibits, and all facts and information provided during the evidentiary hearing. The parties had the full ability to present their cases to the Fact Finder on all issues which were at impasse.

Respectfully submitted and issued at Lakewood, Ohio on this 13th day of February 2026.

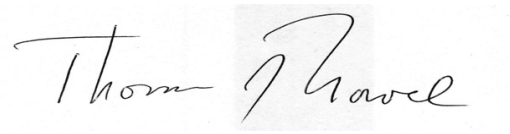
Respectfully submitted,



Thomas J. Nowel, NAA
Fact-Finder

CERTIFICATE OF SERVICE

I hereby certify that, on this 13th day of February 2026, a copy of the foregoing Report and Recommendation of the Fact Finder was served by electronic mail upon Michael D. Esposito, Vice President, Clemans, Nelson & Associates, for the Employer; Lucy DiNardo Senior Staff Representative, for the Fraternal Order of Police, Ohio Labor Council, Inc.; and to the State Employment Relations Board.



Thomas J. Nowel, NAA
Fact-Finder