STATE OF OHIO

BEFORE THE STATE EMPLOYMENT RELATIONS BOARD

In the Matter of Fact-finding Between

CITY OF AVON	)	**CASE NO. 2025-MED-08-0780**
	)	
AND	)	
	)	
AVON LOCAL FIREFIGHTERS,	)	**FINDINGS AND**
IAFF LOCAL 4310	)	**RECOMMENDATION**
	)	

BARBARA M. BAKER, FACT-FINDER

APPEARANCES:

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INTRODUCTION

This report concerns fact-finding proceedings between the city of Avon ("Employer" or "City") and Avon Fire Fighters, IAFF Local 4310 ("Union" or "IAFF"). The State Employment Relations Board ("SERB") appointed Barbara M. Baker as fact-finder. The parties agreed to extend the fact-finding period as provided under Ohio Administrative Code Rule 4117-9-05.

BACKGROUND

1. Employer

Avon, Ohio is a medium-size city located in Lorain County, Ohio. Over the years, it has experienced steady residential and commercial growth with a corresponding increase in income tax revenue. The City has committed to a number of infrastructure projects to support this growth and expects to spend $11,731,000 in 2026 on projects including roadways, storm sewer, and sidewalk improvements. Finance Director Steve Presley testified that three other large projects, currently in the planning stages, are estimated to cost 24 to 34 million dollars. The City, which has an Aa1 Moody' s rating, also has long-term debt obligations to help finance construction and improvement projects.

The Avon Fire Department is funded by a Fire Fund, a Fire Equipment Fund as well as transfers from the City's General Fund. A previous, expired, fund received .5 mil of a 3-mill levy, for equipment. In May 2025, voters approved an increase in the municipal income tax from 1.75% to 1.95% (0.2%) to fund the Fire Department (40%) and Police Department (60%). The funds can be used for multiple purposes including operations and staffing. This increase is expected to generate between $3.2 million and $3.7 million annually in extra revenue.

As of 12/31/2025 the City had a General Fund balance of $9,695,000 and an Income Tax Fund balance of $24, 022,000. The Fire Fund had a balance of $1,768,000. The Fire Equipment Fund had a balance of $430,000. (U FF Ex. 15).[1]

[1] Union Exhibit 10 shows different reserves for some of the funds. Regardless which numbers are used, there are large balances in these accounts.

The City has six different collective bargaining agreements in place: OPBA Patrol, FOP/OLC (Rank), FOP/OLC (Dispatch), AFSCME #277, Teamsters #252, and IAFF #4310. They have different bargaining schedules and two units, Police and Dispatch, have agreements expiring in 2026.

2. Union

The Avon Fire Department ("AFD"/" Fire Department"/" Department") has one fire station with three shifts operating 24/7. The Department provides fire suppression, EMS services and a myriad of other services. AFD works on a 24/48 shift, 24 hours on duty, 48 hours off duty.

Over the past decade, the AFD has responded to an increasing number of emergencies, requiring additional skills and training. Although the number of fire responses has remained stable over the years, the Fire Department has seen a significant increase in emergency calls. According to IAFF, the Department responded to 2,030 EMS calls in 2016. By 2025, this number increased to 3,609, a 78% increase. (U FF Ex. 20).

The IAFF bargaining unit is made up of 39 bargaining unit members. This includes 28 Firefighter/Paramedics, eight Lieutenant/Paramedics, and three Captain/Paramedics.

3. Bargaining History

The collective bargaining agreement between IAFF and the city of Avon expired on December 31, 2025. The City and Union engaged in four bargaining sessions prior to expiration, on October 1, 8, 14, and November 12, 2025. The parties resolved the following:

Article 12, Jury Duty Leave
Article 13, On Duty Injury Leave
Article 19, §19.0 Call Back
Article 19, §19.05, Compensatory Time
Article 24, Disciplinary Procedure
Letter of Understanding, Attendance/Absence Abuse (maintain CCL)

The parties met for fact-finding on January 21 and 23, 2026. Both waived ORC 4117.14(G)(11).

OPEN ISSUES

The unresolved Articles are below.

1. Art. 9: Sick Leave, §9.07
2. Art. 15: Uniform Allowance, §15.02
3. Art. 15: Uniform Allowance, §15.03
4. Art. 17: Holidays, §17.04
5. Art. 19: Hours of Work, § 19.01
6. Art. 19: Hours of Work, §19.02
7. Art. 19: Hours of Work, §19.03:
8. Art. 19: Hours of Work, §19.05 (new)
9. Art. 20: Wages, §20.1
10. Art. 20: Wages, §20.3
11. Art. 22: Health Care Benefits, §22.01
12. Art. 22: Health Care Benefits, §22.02
13. Art. 22: Health Care Benefits, §22.05
14. Art. 15: Uniform Allowance, §15.02
15. Art. 15: Uniform Allowance, §15.03
16. Art. 23: Grievance Procedure, §23.01
17. Art. 23: Grievance Procedure, §23.06
18. Art. 36: Duration of Agreement, §36.01

In making recommendations I have considered the factors in OAC 4117-09-05 (K):

(1) Past collectively bargained agreements, if any, between the parties;

(2) Comparison of the unresolved issues relative to the employees in the bargaining unit 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 interest and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;

(4) The lawful authority of the public employer;

(5) Any stipulations of the parties;

(6) Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

DISCUSSION AND RECOMMENDATIONS:

ARTICLE 9: SICK LEAVE

Article 9, §9.07 contains specific provisions related to sick leave abuse. Under this section, the City can discipline an employee who fraudulently obtains or attempts to obtain sick leave. It also provides for just cause discipline for excessive or patterned sick leave usage.

According to the Employer, in 2025, 54.51% of the Fire Department's overtime was due to illness or injury. (ER FF Ex. 2). It points out that all current CBAs in the City have language stating that it can investigate and/or discipline fraudulent or excessive sick leave. The City proposes to take this language further for the Fire Department contract, in part to address secondary employment. Due to their unique schedules, Firefighters can hold second jobs. The City proposes to add two specific instances that may be investigated for abuse: (1) using sick leave to work for a second employer, and/or (2) "failing to act in a manner which is conducive to being off work on sick leave."

The Union proposes current contract language. It contends that the proposed language is superfluous and unnecessary as the City already can punish sick leave abuse under the contract. It also contends that the "failing to act" language is too vague.

Analysis:

I agree with both Union arguments. The Employer has an existing right under §9.07 to discipline employees for misuse of sick leave, as well as excessive or patterned sick leave use. The City presented no examples of Firefighters using sick leave to work at second jobs. Also, the statistics presented do not isolate sick leave from injury, thus do not shed light on the issue. Finally, the "failing to act" language is vague and can lead to grievances about the interpretation of that language.

RECOMMENDATION: Retain current contract language.

ARTICLE 9-SICK LEAVE

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9.07 Any employee fraudulently obtaining or attempting to obtain sick leave shall be disciplined, up to and including discharge, inclusive of a refund of any salary or wages paid. Excessive or patterned use of sick leave shall also be just cause for discipline. The City may initiate investigations when an employee is suspected of abusing his sick leave privilege. Discipline for sick leave abuse of excessive use of sick leave must be for just cause.

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ARTICLE 15: UNIFORM ALLOWANCE

The Union proposes to increase the Firefighters' annual uniform allowance from $1,150 to $1,400. It presented a list of comparable fire departments showing that it ranks number 8 out of 11 for that allowance. The comparable city average, according to the Union is $1,305. (U FF Ex. 63). The Union points to the high cost of firefighter uniforms as well as the damage caused by the nature of their jobs as the necessity for the increase.

The Union also proposes increasing the annual maximum reimbursement for watch repair/replacement for damage in the line of duty from $30 to $200. Finally, it wants to raise the annual maximum reimbursement for prescription eyeglasses damaged in the line of duty from $100 to $200. The Union states that these two reimbursements have not changed since the initial 2005 contract.

The Employer proposes current contract language, as the uniform allowance was just increased in the last contract. Furthermore, it said that the current allowance and reimbursement amounts are consistent with police bargaining units.

Analysis:

Based on the comparison of other uniform allowances, along with the relatively small impact on the Employer's budget, an increase to the uniform allowance is reasonable. I recommend, however, that it be increased to$1,300, the average amount.

For watches and eyeglasses, payments from insurance or workers' compensation, by court order are deducted before reimbursement kicks in. In my opinion, insurance coverage is likely to be more applicable to glasses than watches, thus it is not necessary to increase that reimbursement amount. Therefore, I recommend the proposed increase for watches, but not for prescription eyeglasses.

RECOMMENDATION: Accept Union proposal to increase the annual uniform allowance at a lower rate than proposed, $1,300, and increase reimbursement for watches to $100. Retain current contract language regarding glasses reimbursement.

ARTICLE 15-UNIFORM ALLOWANCE

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15.02. Each full-time employee of the Fire Department, excluding Dispatchers, shall after the first year of full-time employment, receive a yearly uniform allowance of one thousand **three hundred dollars ($1,300)** ~~one hundred fifty dollars ($1,150)~~.

15.03. In the event of damage to uniform items, including watches and prescription eyeglasses, which damage occurs in the active discharge of the employee's duties suppressing fires or performing emergency medical procedures, the City shall pay the difference between the amount of reimbursement from the employee's personal insurance, court ordered recovery and/or workers' compensation, and the cost of repair or replacement at the current fair market value. The City's monetary reimbursement obligation for repair or replacement of the following articles shall not exceed the amounts set forth below:

1.	Watch	$**100.00** ~~30.00~~
2.	Prescription Eyeglasses	$100.00
3.	Uniform Jacket	$200.00

Line of duty damage shall be reported immediately to the Chief of Fire. Upon approval of the Chief of Fire and the Director of Safety, the above-noted payment shall be forwarded to the Department of Finance for processing of payment to the employee. Workers' compensation claims will be filed by the employee where applicable. In the event the City reimburses the employee prior to the employee's receipt of personal insurance, court ordered recovery, and/or workers' compensation, reimbursement to the City will be made upon receipt of any monetary award by the employee.

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ARTICLE 17: HOLIDAYS

1. Section 17.03

The City proposed that if the 48-hour change is recommended, that the fact-finder recommend a commensurate reduction in holidays and personal days. This is discussed along with the Article 19 Hours of Work, later in this report.

2. Section 17.04

Under §17.04 of the CBA, Firefighters with a regular shift on New Year's Day, Independence Day, Thanksgiving Day, or Christmas Day are paid time and a half. If called in to work on one of those days, they receive double time. The Union proposes to add three days, Memorial Day, Labor Day, and Juneteenth to these premium holidays. The Union presented a list of comparable jurisdictions who average 8.5 days of premium pay.

The Employer states that Memorial and Labor Days were premium holidays in earlier contracts but were negotiated out of the 2011-2013 contract in exchange for including sick leave in the calculation of hours work for overtime purposes. (ER FF Ex. 9). Also, Juneteenth is not a recognized holiday in the city of Avon for all employees, bargaining unit and non-bargaining unit.

Analysis:

The Union negotiated the number of premium holidays in return for what it presumably perceived as a better benefit, sick leave counting towards overtime. The reverse of this proposal was discussed In *City of Avon and Avon Fire Fighters, IAFF Local 4310*, CASE NO. 2016-MED-09-0998. There, fact-finder Mancini rejected a management proposal to remove sick leave from overtime calculations, citing the parties' prior negotiations. (ER FF Ex. 11).

For the same reasons, I do not think it is reasonable to recommend adding Memorial Day and Labor Day back into premium pay language. These two days have been excluded from premium pay since the 2011-2013 CBA, and the Union received a valuable benefit in return. Furthermore, while acknowledging that Juneteenth is a recognized holiday in many jurisdictions, it is not recognized by this City. Therefore, the Employer's proposal to retain current contract language is reasonable.

RECOMMENDATION: Retain current contract language.

ARTICLE 17-HOLIDAYS

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17.04

A. If a shift employee is required to work on New Year's Day, Independence Day, Thanksgiving Day, or Christmas Day, where such work is a regular shift day (part of his regular tour of duty), he shall be entitled to pay for all hours of such time worked at one and one-half (1 1/2) times his regular base rate of pay (i.e., regular pay plus half-time).

B. Any employee called in to work on New Year's Day, Independence Day, Thanksgiving Day, or Christmas Day shall be entitled to double time for all such hours actually worked.

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ARTICLE 19: HOURS OF WORK

1. Section 19.01

The Union proposes deleting language in section §19.02 that allows the Employer to restructure "the normal workday, platoon system or to establish work schedules." The Union states that this language is both a mandatory subject of bargaining and a necessary step.

The Union's proposal stems from Fire Department proposals to mandate overtime and increase shift staffing to nine, in conjunction with pulling back on hiring more Firefighters. These events occurred during contract negotiations and, the Union believes, in response to the Union's proposal for a 48-hour week. The Union distinguishes the current situation from that discussed in *City of Avon and IAFF Local 4310,* SERB Case No, 2016-MED-09-0998, in which fact-finder Mancini did not recommend this same proposal because the City had not attempted to change Firefighter work hours.

The Employer cites ORC 4117.08, which gives the Employer the right to manage the workforce. The Employer also points to Fact Finder Mancini's 2016 report which recommended current contract language for this same provision.

Fire Chief David Swope testified at the fact-finding that these actions were not responses to bargaining proposals. He has always had the goal of staffing to nine and hiring goals were changed after year end budget discussions. He also withdrew the mandatory overtime proposal in response to the Union threat to file a ULP with SERB.

Analysis:

The Fire Chief's testimony credibly demonstrated that the proposals, although unfortunate in timing, were not related to contract negotiations. Plus, the overtime proposal was pulled after the Union protested. In doing so, the Union demonstrated that it was able to exercise its rights under existing contract language. Therefore, in my opinion, nothing presented demonstrates a need for this change in contract language.

2. Section 19.02

(a) 48-hour workweek

The Union proposes to decrease the bargaining unit's workweek from the current 50.3-hour schedule to 48 hours, retaining the current 24 hours on-48 hours off schedule. This change would entail revising contract language pertaining to annual hours, Kelly Days and overtime. In support of the proposal, the Union said that the Department has the second highest work hours among comparable departments with the least time off.

The Union contends that the stress of the job, increased number of runs, and range of medical skills needed for the work justify this change. It also points to the administrative ease and predictability that this schedule will give the Department as Kelly Days can be regularly scheduled. Mike Sidor, IAFF Local 4310 President, testified about the need for this change, citing the traumatic cases that firefighters handle, especially in their paramedic capacities. The Union also provided articles about the impact of the extended workweek on the health, mental health and job performance of Firefighters.

The City proposed current contract language. The City is primarily concerned about the cost of overtime to fill shifts and cover the additional Kelly Days that Firefighters would earn under the proposal. According to the City, the resulting increase in hourly rate will also increase pension, workers' compensation, and Medicare contributions.

The City proposed two items if the 48-hour workweek is recommended. First, it asked that the implementation be delayed until 2027 as the 2026 calendar has been set. Second it proposed that other leaves in §17.03 be reduced to make up for the additional five Kelly Days the Firefighters would earn.

The Chief presented a summary of estimated overtime hours that would be required and the cost of those hours, based on 2025 rates. He calculated the number of people needed to fill shifts plus days off under the 48-hour workweek using his staffing goal of 9 personnel per shift. According to his data, the total one-year cost of overtime without wage increases or new hiring would be $354,855.60, an increase of $103,000. (ER FF EX. 78).

The Union contends that Chief overestimated overtime and the workers' compensation costs. It contends that the City is making too many leave assumptions. Plus, the Department previously staffed eight.

Analysis:

There is no question that overtime will increase under a 48-hour workweek both the time needed, as well as rates. Firefighters will work fewer hours and receive more Kelly Days. The hourly overtime rate will be higher at 48 hours and any employer contributions that are based on hourly rates will increase.

Cost, however, is not the only consideration here. There are other important factors such as work hours in other jurisdictions and serving the public interest. *In Cleveland Heights, Firefighters Association, Local 402, IAFF, AFL-CIO,* SERB Case No. 2024-MED-010-0022, fact-finder Sellman articulated the benefits of decreased firefighter hours:

> These [48-hour workweek] trends are precipitated by increased workloads of firefighters, which, in turn can result in more injuries and burnout. The Fact-finder recognizes that this will result in additional costs to the city to hire additional FTEs to cover for additional time off/reduced hours, and increased overtime costs. Nonetheless, if the City does not keep up with this comparable to workweeks in other comparable jurisdictions, it will eventually begin to lose its experienced firefighters. It is in the best interest of the welfare of the community to adopt this change.

(U FF Ex. 46).

Reducing firefighter hours is a clear trend across jurisdictions. It serves the public interest for firefighters to be rested and focused on their jobs. Other cities have made this transition and certainly, given Avon's strong financial condition, this is the optimal time for the change. Therefore, I believe that the Union proposal for a 48-hour workweek is reasonable as is the City's request to delay the effective date until 2027.

(b) Section 17.03

The City proposed that if the 48-hour change is recommended, that it be accompanied by a reduction in holidays and personal days. The City seeks to decrease the Firefighters' five tours of duty holiday pay to three and personal holidays from three to one.

Analysis:

While acknowledging that the City has expressed valid concerns about staffing and overtime, recommending this proposal would defeat the purpose of the 48-hour workweek. Firefighters would gain five days Kelly Days but lose four leave days. The reduction in workweek hours is aimed at relieving firefighter stress, giving more time to decompress and, ultimately, better serving the community. Therefore, I do not recommend this change.

(c) 40-hour positions

Under Article 19, §19.02, the Fire Chief may assign one Lieutenant Paramedic and/or one Captain Paramedic to a 40-hour work schedule and determine their assignment(s) upon the approval of the Safety Director and Mayor. Currently, there are employees in these positions, overseeing training and fire safety. The Union proposes modifying the CBA to require that two Lieutenants and/or Captains be assigned to two 40-hour positions, one assigned to fire prevention and the other to training. This proposal would add the two required positions to the two existing discretionary positions.

The Union bases the need for these positions on the increasing responsibilities of firefighter paramedics as well as the growing number of fire inspections needed for this growing community. The Union expressed concern that the City would eliminate the existing discretionary positions, based upon the same retaliation concerns discussed earlier.

The City proposes current contract language citing its need for flexibility and believes this proposal is an assignment in violation of its management rights.

Analysis:

Although I do not interpret the Union proposal as an assignment, I also do not see a reasonable basis for this change. As discussed earlier, the Chief credibly demonstrated that actions he took were not related to bargaining proposals. Also, despite Union fears, the Chief has not made any attempt to not staff the positions. Finally, considering the 48-hour recommendation, it is not appropriate to add additional 40-hour positions and take two positions out of service.

I agree with the Union's proposal to modify language in this section to reflect a 48-hour workweek. The other proposed changes appear to be related to its §19.01 proposal. Therefore, only the average hours and workweek language should be changed.

3. Section 19.04

The Union proposes to modify §19.4 to reflect a 48-hour workweek. The Employer opposes this language. This change is needed to reflect the workweek change.

4. Section 19.05

The Union proposes a new section in Article 19 to address mandatory shift fill for overtime. Under the proposal, the City could only mandate overtime after: (1) staffing drops below eight, and (2) attempting to fill the shifts through voluntary overtime. Furthermore, the Union proposes that only employees who are at work and finishing a shift can be mandated, establishes a rotation schedule, limits how often an employee will be mandated, and lists eight exemptions from mandatory overtime. The Union is making this proposal in response to the City's (withdrawn) mandatory overtime proposal.

The City proposes current contract language. It views this proposal as an infringement on its right to determine overtime and set appropriate staffing levels. The City points to §19.04, which specifically outlines the Employer's right to set overtime. The City also points to its long history of reserving staffing rights and not negotiating this issue in collective bargaining. The City also points to *City of Youngstown and IAFF Local 312*, SERB Case No. 2023-MED-02-0165, in support of its position that a fact-finder does not have jurisdiction to resolve permissive subjects of bargaining.

There are several reasons why, in my opinion, this proposal is not appropriate for fact-finding. First, the issue of whether this issue is a mandatory or permissive subject of bargaining was not fully addressed at the hearing. Second, this proposal, even if appropriate for fact-finding, could add even more overtime costs to already increasing costs. Finally, again, the Fire Chief's credibly refuted the underlying basis for this proposal. Therefore, there is no reasonable basis for modifying the contract language.

RECOMMENDATION:

1. §17.03: Current contract language.
2. §19.01: Accept Employer proposal of current contract language.
2. §19.02:

    (a) Accept Union proposal for 48-hour workweek in paragraph one.

    (b) Retain current contract language for paragraph two except modifying the paragraph to reflect a 48-hour workweek and make Kelly Day a scheduled day.

    (c) Reject Union proposal to delete paragraph 3. Change Kelly Day to a scheduled day.

3. §19.03: Accept Union proposal.
4. §19.04: Accept Union proposal.
5. §19.05: Reject Union proposal.

ARTICLE 17-HOLIDAYS

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17.03. In addition to the recognized holidays set forth above, employees shall be entitled to three (3) personal holidays (i.e., two personal holidays plus the employee's birthday). Each personal holiday shall be equivalent to one (1) twenty-four (24) hour tour for shift employees and one (1) eight (8) hour day for forty (40) hour employees, and may be taken with the prior approval of the Chief/designee. The personal "birthday" holiday can be taken at any time within the calendar year with the prior approval of the Chief/designee. Employees with less than one (1) year of service in the applicable year shall receive personal holiday time on a prorated basis.

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ARTICLE 19: HOURS OF WORK

19.01. Hours and Schedules. These provisions are intended to define the normal range of work hours for regular full-time bargaining unit employees for the purpose of overtime compensation, and shall not be considered as a guarantee of work per day or per week. Nothing contained herein shall be construed to prevent the Employer from restructuring the normal work day, platoon system, or from establishing work schedules.

19.02. Work shifts, assignments, and schedules shall be established by the Employer. The normal shift schedule currently consists of a twenty-four (24) hours period on duty, commencing at 7:00 A.M., followed by a forty-eight (48) hours period off duty. The work year shall consist of fifty-two (52) weeks per year, **seventeen (17) twenty-one (21) day work periods.** ~~**thirteen (13) twenty-eight (28) day work periods.**~~

The Department of Fire, through the Chief/designee(s), and as approved by the Director of Safety, may institute alternate schedules provided that average hours worked do not exceed **one hundred forty-four (144)** ~~two hundred twelve (212) hours~~ in a **twenty-one (21)** ~~twenty-eight (28)~~ day period. Work shifts shall normally consist of a twenty-four (24) hour period on duty followed by forty-eight(48) hours off duty. Leveling off time will be scheduled, or authorized with prior approval of the Chief of Fire/designee, during each scheduling period that would exceed permissible straight time hours of work. Leveling off time will be considered a~~n unscheduled~~ **scheduled** day.

The work schedules for shift employees, as set forth above, shall not normally exceed an average of **forty-eight (48)** ~~fifty and three-tenths (50.3)~~ hours per week or two thousand **four hundred ninety-six (2,496)** ~~hours six hundred fifteen and six-tenths (2,615.6)~~ per year, **or one hundred forty-four (144)** ~~based upon a two hundred one and two-tenths (201.2)~~ average hours in each **twenty-one (21)** ~~twenty-eight (28)~~ day work period, and based upon a perpetual calendar. ~~The work year shall consist of fifty-two (52) weeks per year, thirteen (13) twenty-eight (28) day work periods.~~ Shift employees will utilize **416** ~~296.4~~ hours of "relief time" or "leveling off time" per year to attain the average **48-hour** ~~50.3~~ hour work week ~~(e.g., thirteen [13] tours[24 hourdays] for one [1] year and twelve [12] tours [24 hour days] for two [2] years out of a three [3] year cycle)~~. Leveling off time will be scheduled, or authorized with prior approval of the Chief of Fire/designee, during each scheduling period that would exceed permissible straight time hours of work. Leveling off time will be considered a~~n unscheduled~~ **scheduled** day.

One (1) Lieutenant/Paramedic and/or Captain/Paramedic(s) may be assigned to a forty (40) hour work week schedule with the assignment made at the discretion of the Chief of Fire and with the approval of the Director of Public Safety and the Mayor.

19.03. Basic Rate of Pay. The basic rate of pay or regular rate of pay for a shift position shall be computed on the basis of the applicable annual compensation for the position divided by two thousand **four hundred ninety-six (2,496)** ~~six hundred fifteen and six-tenths (2,615.6)~~ hours. Shift employees shall be compensated on a salary basis, based upon an average of **96** ~~100.6~~ hours bi-weekly pay period, provided the employee remains working and/or in active pay status (paid status).

The annual compensation for an employee assigned to a forty (40) hour work week schedule shall be computed based upon the regular hourly rate of pay multiplied by a projected two thousand eighty (2080) hours. In the case of a salaried forty (40) hour per week employee, the annual compensation shall be divided by two thousand eighty (2080) hours to determine the hourly rate equivalent.

19.04. Overtime Pay and Call Back. The Employer shall determine the necessity for excess hours or overtime.

When a shift employee is required by the Employer to work in excess of the **one hundred forty-four (144)** ~~based upon a two hundred one and two -tenths (201.2)~~ average hours in a **twenty-one (21)** ~~twenty-eight (28)~~ day work period, or the employee works and is active pay status for more than **144** ~~201.2~~ hours in a **twenty-one (21)** ~~twenty-eight (28)~~ day work period, the employee shall be compensated for all such hours worked or in paid status in excess of **144** ~~201.2~~ hours of work at time and one-half (1 1/2) his regular pay.

Any bargaining unit shift employee who is called back to duty during an emergency (emergency overtime), where such time does not abut his regularly scheduled shift, shall be guaranteed three (3) hours of call back pay at time and one-half (1 1/2). The Employer shall have the right to retain and require the employee to engage in productive work for the full three (3) hours, at the discretion of the Chief or his designee. This provision shall not apply to any schedule change(s), scheduled overtime, or non-emergency overtime. Unworked minimum call-back hours shall not apply for purposes of overtime computation; however, an employee shall be compensated at the highest of either the actual hours worked or the minimum call-back hours.

Any bargaining unit shift employee who is called back to duty during the three (3) hour period preceding the start of his shift shall be entitled to overtime pay at time and one-half (1 1/2) for actual hours.

Holdover Pay. If a bargaining unit employee is "held over" and required to work fifteen (15) minutes or more beyond the regular schedule, the employee will be paid one (1) hour of holdover time. If a bargaining unit employee is "held over" and required to work less than fifteen (15) minutes beyond the regular schedule, the employee will not be compensated any additional time. Compensation shall be at straight time or overtime in accordance with the provisions herein.

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ARTICLE 20: WAGES

1. Section 20.1: Wages

The Union proposes a 6% wage increase each year of the contract beginning January 1, 2026. It contends that Firefighter wage increases are behind neighboring fire departments as well as statewide departments. It is also behind increases given by cities across Ohio. It presented the following comparison:

Year	AFD Raises	Average Ohio FF Raises	Average Ohio City Raises
2023	3.00%	3.77%	4.00%
2024	3.00%	4.73%	4.47%
2025	3.00%	3.76%	3.58%

(Union FF Exhibit 25).

Mary Schultz, the Union's financial consultant, testified that the City has the money to pay this raise. She said that adding the City's General Fund reserve to its Income Tax Fund balance gives the City a reserve of $33,718,000, or a180% reserve. She said that the minimum reserve recommended by the Government Finance Officers Association is 16%. She notes that the Fire Fund, although not subject to reserve recommendations, has a 23% reserve. She states that Firefighter wages and benefits increases are "easily" affordable." (U. FF Ex. 15).

The Union contends that the cost of living and higher than average insurance premiums should be considered in any wage recommendation. It presented evidence that Firefighters' hourly rates are behind many comparable departments both in minimum and maximum hourly rates. According to this data, at 25 years, Avon is behind all but 3 cities. (Union FF Ex. 28, 30).

Ms. Schultz estimates that a 1% increase to Firefighter 2025 wages, plus OP&F, Medicare (1.45%) and 2% Workers Compensation (2%), without overtime, would cost the city $55,472. (U FF Ex. 15).[2] This does not include overtime. The Union points to fourth quarter 2025 fact finding recommendations for IAFF increases averaging 6.10% (year one), 3.68% (year two), and 3.51% (year three) (U FF Ex. 34). The Union also presented total compensation information for pay and longevity at 15 years for 2026 (only 2025 compensation is available for Avon). Avon Firefighters are $200.43 above average and behind Avon Lake, Bay Village and Westlake. (Union FF Exhibit 29). Furthermore, at 25 years

[2] The City disagrees with the percentage the Union used for Workers' Compensation calculations.

of service, total compensation is $3,225 less per year than the average. (U FF Ex. 32). This data, of course, will change with 2026 increases.

Anticipating the move to a 48-hour workweek and the resulting costs, the City proposes no wage increase for each year of the contract. It states that the change in hours, alone, will boost Firefighters' hourly rate by 4.75% and overtime rates will increase.

Analysis:

It should be noted at the outset that Avon's higher workweek lowers its standing in hourly rate comparisons. The switch to a 48-hour workweek will increase the hourly base and overtime rates. Furthermore, total compensation comparables are not totally "apples to apples" as they include items such as stipends and incentives that vary by city. For example, a one-time non-base equity adjustment will increase annual compensation but not the base wage.

Fact-finder Bixenstine's report in *The city of Independence and IAFF Local 2375*, SERB Case No. 2024-MED-10-1319, provides a useful structure for analyzing the conflicting data provided by the parties. Using the factors relevant to this fact-finding, I considered the following: (1) the City's ability to pay proposed wage increases; and (2) internal comparability; (3) external comparability; and (4) cost of the proposals.

(a) Ability to Pay

Avon is financially strong, has an Aa1 Moody's rating and a healthy reserve. The City does not claim an inability to pay wage increases. Rather, it is concerned about the total cost of all the Union proposals

As Ms. Schultz demonstrated, the City has a large reserve and its General Fund transfers to the Fire Department have decreased in the past few years. Furthermore, 40% of the new income tax revenue is earmarked for the Fire Department.

Although the true costs of the 48-hour change are speculative, based on all available evidence, the City is, in my opinion, able to manage the costs of both the 48-hour workweek, and fund wage increases for IAFF.

(b) Internal Comparables/Pattern of Bargaining

The City provided prior fact-findings/conciliations which all support internal consistency among the City's bargaining units. (ER FF Ex. 48). An internal comparison is somewhat complicated by the varying bargaining schedules of these units. However, there is a uniform 3% wage increase in 2026, and two units have 3% increases in 2027.

BU	Term	2024	2025	2026	2027
OPBA (Patrol)	1/1/24-12/31/26	4%	3%	3%	
FOP/OLC (Rank)	5/1/2024-4/30/2027	4%	3%	3%	
FOP/OLC (Disp.)	1/1/24-12/31/26	4%	3%	3%	
AFSCME #277	1/1/25-12/31/27		4%	3%	3%
Teamsters #252	4/7/25-1/31/28		4%	3%	3%

(ER FF Ex. 47).

This data, of course, is only a snapshot, as there will be negotiations this year with two bargaining units. At the same time, the City has established a pattern of bargaining and deviating from that could sow division among bargaining units. Thus, internal consistency must be given weight in this analysis.

(c) IAFF Comparables

The City provided a comparison of 2025 minimum and maximum Avon Firefighter hourly rates at the current 50.3 hours and the proposed 48 hours. Under the current workweek and the 2025 wage schedule, the minimum Firefighter hourly rate is $29.73 and the maximum is $34.89. Under a 48-hour workweek, the minimum hourly rate would increase to $31.16 and maximum to $36.56.[3]

Jurisdiction 2025	Min. Hourly Wage Avon (50.3)	Max. Hourly Wage Avon (50.3)	Min. Hourly Wage Avon (48)	Max. Hourly Wage Avon (48)
Avon	$29.73	$34.89	$31.16	$36.56
Avon Lake	$28.47	$37.57	$28.47	$37.57
Bay Village	$26.06	$37.19	$26.06	$37.19
Elyria	$24.26	$28.85	$24.26	$28.85
Lorain	$22.44	$28.04	$22.44	$28.04

[3] Includes steps.

North Ridgeville	$27.75	$32.13	$27.75	$32.13
Sheffield Lake	$20.47	$24.38	$20.47	$24.38
Westlake	$32.55	$38.66	$32.55	$38.66

(ER FF Ex. 49a). Based on 2025 rates, the shorter workweek increases the Firefighters' hourly rate but does not change its current ranking as second in minimum and fourth in the maximum hourly rates. It is, however, well above the average minimum/maximum.

From a total compensation perspective, IAFF comparables show that at 10 and 25 years, Avon Firefighters are below the comparable city average. (U FF Ex. 31, 32). These comparables, however, should be viewed with caution. Depending upon the city, anything from working Kelly Days to a Hazmat certification bonus count towards total compensation without impacting base rates.

The charts below show 2025 Lieutenant and Captain hour wages at 48-hours:

Avon Lt./Para. Hourly 48 Hrs.		
Jurisdiction	Minimum Hourly Wage	Maximum Hourly Wage
Avon	$39.07	$41.13
Avon Lake	$42.45	$42.45
Bay Village	$41.95	$41.95
Elyria	$33.25	$33.25
Lorain	$32.41	$32.41
North Ridgeville	$36.30	$36.30
Sheffield Lake	$26.82	$26.82
Westlake	$42.91	$42.91

(ER FF. Ex. 49c)

Avon Cpt./Para. Hourly 48 Hrs.		
Jurisdiction	Minimum Hourly Wage	Maximum Hourly Wage
Avon	$43.95	$46.27
Avon Lake	$47.97	$47.97
Bay Village	$47.34	$47.34
Elyria	$38.23	$38.23
Lorain	$37.44	$37.44
North Ridgeville	$41.02	$41.02
Sheffield Lake	-	-
Westlake	$47.64	$47.64

(ER FF. Ex. 4e)

Avon Lake provides a strong firefighter comparable as it transitioned to a 48-hour workweek in 2025, the first year of its new collective bargaining agreement. The negotiated agreement provides for a year one equity increase of $2,000 and 3% increase each year of the contract. (SERB 1408-03; 1408-04 24-MED-09-1139 45884).

(d) Cost of Proposals

Wages cannot be considered without taking into consideration the impact of the 48-hour workweek. There will not only be an increase in overtime needs, but overtime will be paid at a higher, 48-hour base rate. An added benefit to delaying implementation of the new workweek until 2027 is that overtime in the first year of the contract should be relatively stable.

Below are my calculations for just the first two years of the contract with (1) year one $2,000 equity adjustment in base plus 3% increase; and (2) year two hourly conversion to 48 hours plus a 3% increase to hourly rate. I have not included third year calculations as this table is meant to show the impact of the change to 48 hours in the second year of the contract.

2026 $2,000 to base Plus 3% @ 50.3 hours		**2027** Convert to 48 hours Plus 3%	
Captain /Paramedic 1 Year	$46.24	Captain /Paramedic - 1 Year	$49.91
Captain /Paramedic - Entry	$43.97	Captain /Paramedic - Entry	$47.46
Lieutenant/Paramedic- 1 Year	$41.19	Lieutenant/Paramedic- 1 Year	$44.46
Lieutenant/Paramedic- Entry	$39.17	Lieutenant/Paramedic- Entry	$42.28
Firefighter/Paramedic		Firefighter/Paramedic	
3 Years	$36.70	3 Years	$39.61
2 Years	$34.92	2 Years	$37.69
1 Year	$33.18	1 Year	$35.81
Start	$31.39	Start	$33.88

RECOMMENDATION:

2026: $2,000 equity adjustment built into base of $2,000 plus 3% increase to base.

2027-3% base wage increase at 48-hour hourly wage rate.

2028-3% base wage increase.

2. Section 20.3: Temporary Assignment Pay

The Employer proposes to remove Acting Officer pay from §20.03. The Employer cites the impact of the total economic package proposed by the Union as a necessity for this deletion. The Union proposes current contract language. According to the Union, this provision has been in the collective bargaining agreement since the initial contract in 2005. (U FF Ex. 36). Furthermore, the industry standard is to pay firefighters who temporarily perform supervisory duties. (U FF Ex. 35). Both the Union and the Employer note that there was a recent arbitration decision on this matter. (U FF Ex. 37).

I find it reasonable to retain current contract language. Considering the industry standard, the recent arbitration decision, as well as the long history of this language, there is no reasonable basis for deleting this language.

RECOMMENDATION: Retain current contract language.

Article 20-Wages

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20.03. Temporary Assignment Pay. Whenever the Chief of Fire/designee assigns a firefighter/paramedic the primary duties and responsibilities of the Lieutenant/shift supervisor (Acting Officer), in the absence of a shift commander (i.e., shift Captain or Lieutenant), for one (1) full hour or more, the assigned employee shall be entitled to receive the hourly base rate of pay for the lieutenant classification for the period of time served in that capacity. Whenever the Chief of Fire/designee assigns a Lieutenant the primary duties and responsibilities of the Shift Captain, a Lieutenant shall receive the hourly base rate of pay for the captain classification for the period of time served in that capacity. Any such assignment shall be made in writing and is subject to the oversight and approval of the Chief.

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ARTICLE 22: HEALTH CARE BENEFITS

The Union proposes four changes to health care benefits: (1) attaching the current Summary of Benefits and Coverage ("SBC") as Appendix A to the CBA, (2) changing the process for adopting cost containment measures; (3) reducing the premium contribution from 20% to 15%; and (4) making changes to the Health Care Review Committee language and processes. The employer proposes current contract language for the entire Article.

1. Section 22.01

(a) Appendix A

The Union proposes attaching the current Summary of Benefits and Coverage ("SBC") Appendix A to the CBA. In effect, this change would lock in coverage for the term of the Agreement for this bargaining unit. The Union points to *Canton Professional Firefightrs Association, IAFF Local 249 and City of Canton,* 2024-MED-08-810, in which the fact-finder recommended such a change.

The Employer opposes deviation from its five other CBAs. It cites its long history of patterned health insurance for bargaining unit and non-bargaining unit employees as well as prior fact-finding/conciliation reports supported maintaining consistency.

Analysis:

Although I understand the Union's desire for certainty in coverage, I have concerns about the proposal. Even if it is possible to carve out the Firefighters' coverage[4] it could lead to division among bargaining units vying for different coverages. It could also hinder cost-containment measures, and cause premiums to rise. As fact-finder Silver stated in *City of*

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[4] The city of Sandusky carved out separate Firefighter provisions according to *IN THE MATTER OF FACT-FINDING BETWEEN: SANDUSKY FIREFIGHTERS, IAFF LOCAL 327)* 21-MED-09-1006.

Avon and the International Association of Firefighters, Local 4310, AFL-CIO, 2103-MED-07-083*1*:

> the fact finder believes that the true protection that may be relied upon ...is that they are to be treated in the same manner as all other members of the coverage pool.

Considering possible complications of this proposal as well as the historical consistency

Across CBAs, current contract language is the most reasonable option.

(b) Mid-term changes

The Union proposes that mid-term changes to insurance only be allowed upon the recommendation of the Health Review Committee ("HCRC") and approval of the Mayor, rather than resting with the City.

The City points, again, to its history of patterned bargaining in health care. According to the City this language is consistent with all bargaining unit contracts. The City says that the Committee has a voice in health care changes through the "meet and confer" language in §22.01. Furthermore, under §22.05 the HCRC has a path for recommending changes.

Analysis:

This language is consistent across City CBAs. Also, given the current dynamics of the HCRC, as discussed during fact-finding, it could be difficult for the Committee to take on additional functions. Furthermore, the Committee has an opportunity to provide input and develop its own cost containment proposals. In summary, nothing presented demonstrates a need for the change.

(c) City Proposal to Allow Option for Other Plans

The Employer proposes to amend §22.01 to include the option of offering additional health plans including a Health Savings Account (HSA) and Health Reimbursement Agreement (HRA) beginning in 2027. This language is in all other City CBAs. (ER FF Ex. 55).

The Union opposes this, concerned that the City will use this language to terminate the base plan and push employees into these other plans. The Union is also concerned about the lack of specificity in the proposed language. Post-hearing, the Union submitted copy of the Avon Lake CBA agreement which contains specific terms for these options.

Analysis:

The proposed language clearly states that these plans are in addition to the base plan and are optional. HSA/HRA plans are becoming more common as employers look for ways to curb health care costs. For some employees, these plans are useful savings and investment vehicles.

Although Avon Lake's language is more detailed, the other City CBAs contain the same language that is proposed. The language is consistent across bargaining units, except IAFF. This consistency leads me to recommend the City proposal.

Furthermore, although the "meet and confer" language, does not fully address Union concerns, it gives the Union the opportunity to review and respond to proposed plans. It also has the right, through the HCRC, to recommend other HSA/HRA options.

2. Section 22.02

The Union proposes to decrease the bargaining unit's health care premium from 20% to 15%. The Union says that this is necessary in light of the cost of living. Also, other cities have lower premium contributions. According to the Union, the average employee contribution rate for similar PPO plans in Ohio, as reported by SERB, is 12%. (U FF Ex. 57). Family contributions, according to the Union, are 6% of a Firefighter's top base pay and the City is financially able to lower the premium.

The City proposes current contract language, stating that the plan contribution rate is the same for all bargaining unit and non-bargaining unit employees. (ER FF Ex. 55). Also, this contribution rate has been in place for decades. It also maintains that the plan surpasses other city's plans in terms of benefits and co-pays. Finally, both a 2024 OPBA fact finding recommended, and conciliation upheld, this premium percentage.

Analysis:

The employee 20% premium contribution is long standing, and all City employees pay the same percentage. The premium is higher than other jurisdictions. At the same time, Avon is one the cities with the lowest deductible for single and family coverage, ($200/400 in-network), lowest single coverage maximum out-of-pocket ($900 in-network), and second lowest maximum out-of- pocket family coverage ($1,800 in-network). (U FF Ex. 55). Given the long-standing premium amount, the consistency across contracts and the benefits of the plan, current contract language is reasonable.

3. Section 22.05

The Union proposes several changes to §22.05 related to the Health Care Review Committee ("HCRC") It proposes: (1) replacing the "[T]he Employer is amenable to the establishment of" a Health Care Review Committee with "There shall be" A Health Care Review Committee;" (2) clarifying that committee alternates are from the "City" Administration; (3) adding language that the HCRC chair shall be elected and that meetings must be conducted in accordance with the Committee's ground rules; and (4) requiring everyone on the committee, including alternates, to enroll in the City health care plan. The Employer proposes current contract language for this section.

Although these appear to be simple changes, it is not clear why the Union found them necessary. The existing language has not caused confusion and HCRC ground rules provide for the election of the chair. (U FF Ex. 60). The existing language is also consistent across all CBAs. (ER FF Ex. 66).

The fourth proposal seeks to require committee members outside of the bargaining unit to enroll in the City's health insurance plan. The Union believes that this will ensure that members have skin in the game. It points to the Avon Lake CBA which contains this requirement.

Analysis:

In my opinion this fourth proposal should be negotiated through arms-length negotiations rather than fact-finding. Therefore, I recommend current contract language.

RECOMMENDATION: Add the City's proposed language to §22.01. Current contract language for the rest of this Article.

Article 22-Health Care Benefits

22.01. For the term of this agreement, the Employer agrees to provide bargaining unit employees the same medical insurance (health plan) as provided to other City employees under a group insurance plan. Such group insurance may be provided through a self-insured plan or an outside provider. **The City shall offer a base plan and, beginning in 2027, may offer additional alternative plans, including HSA and HRA options.** Cost containment measures may be adopted by the Employer in consideration of projected costs, market availability of coverages, and utilization. The City shall meet and confer with the Unions (all recognized bargaining units) regarding health care providers and levels of coverage, but the City shall make the final determination if a consensus is not reached.

22.02. The City agrees to pay eighty percent (80%) of the premium/contribution costs for health coverage for each eligible full-time employee enrolled in any of the health coverage plans offered by the City.

The election of single or family coverage rests with the eligible bargaining unit employee.

Each eligible bargaining unit employee electing (single or family) coverage shall pay 20% of the monthly premium/contribution cost.

Employee contributions shall be paid by the participating employee through payroll deduction.

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22.05. The Employer is amenable to the establishment of a Health Care Review Committee (HCRC) consisting of one (1) voting representative and one (1) alternate from each of the recognized Unions (i.e., IAFF, AFSCME, FOP/OLC, and TEAMSTERS) and four (4) voting representatives and four (4) alternates from the Administration. The parties recognize that all of the recognized unions must agree to participate and abide by the terms set forth herein in order for the HCRC to be effective.

The HCRC shall meet to review health care utilization and options, and to make recommendations for cost containment provisions/coverage modification to the Mayor. Any recommendation(s) submitted by a three-fourths (3/4) vote of the HCRC and approved by the Mayor will be implemented.

ARTICLE 23: GRIEVANCE PROCEDURE

1. Section 23.01

The Employer proposes language to exclude lower-level discipline, for example, written reprimands, from the grievance and arbitration procedure. It states that some of it other agreements have this language and the Firefighter CBA included the proposed language at one point. (ER FF Ex. 68). The City says that it seeks to control costs of administrating its CBAs and address the inefficiencies caused by the current contract language.

The Union opposes this language and points to fact-finder Mancini's 2016 report in which he recommended the language the City is proposing to delete. The City agreed to this language as part of the settlement of that CBA. It also believes the language is ambiguous.

Analysis:

In his report, fact-finder Mancini recommended allowing lower-level grievances to be arbitrated as it can be the basis for future discipline. Furthermore, the discipline could negatively affect a firefighter's advancement in the Department. (U FF Ex. 66). He stated, "it would be reasonable to allow such discipline to be grievable and arbitrable." I agree with the fact-finder's reasoning and recommend retaining current contract language.

2. Section 23.06

(a) Period to File

Section 23.06 of the CBA states that if a grievance is not resolved at the informal level, it must be presented to the Fire Chief within seven days of the occurrence or knowledge of the occurrence giving rise to the grievance. The Employer proposes to limit filing to within seven days of the occurrence. According to the Employer, the City's safety forces have this language in their contracts. (ER FF Ex. 70).

The Union opposes this language stating that it incentivizes the City to not notify Employees of CBA violations or changes. The Union said that an employee nearly always finds out about action through a paystub, memo or hearing something about the change, therefore there can be a lag time in knowledge of a violation or action.

Analysis:

I agree with the Union that changing the contract language to require a grievance to be filed within seven days of occurrence is not reasonable, especially in light of Firefighters 24-on/48-off schedules. With this language, a Firefighter who is sick or on vacation, may well lose the opportunity to file a grievance. Nothing presented sufficiently shows a need for this change. I recommend current contract language.

(b) Arbitrator Authority

The City proposes two changes to the arbitration provisions of §23.06: (1) to prohibit an arbitrator from making an award arising under rights stemming from a previous CBA, grievance or practice of the grievance procedure and (2) prohibiting an arbitrator from awarding compensation that goes beyond the date of the Step 2 grievance. The City provided copies of Teamsters and AFSCME contracts which contain this language. (ER FF Ex. 72). The City says that the proposals are reasonable cost savings measures.

The Union contends that this language is vague and would unfairly limit an injured employee's ability to be made whole. Furthermore, only one IAFF grievance has proceeded to arbitration since 2020.

Analysis:

In my opinion, the City did not establish a sufficient basis for either proposed change. There has only been one grievance filed by IAFF in the past six years. Also, limiting an award to Step 2 may prevent an employee from being made whole for a contract violation. Therefore, I recommend current contract language.

RECOMMENDATION: Current contract language for this Article.

ARTICLE 23

23.01.

The term grievance shall mean an allegation by a bargaining unit employee or the Union that there has been a breach, misinterpretation, or misapplication of the express terms of this agreement. Any disciplinary actions, including lower level discipline such as written reprimands, are givable and arbitrable.

Up to and including Step 3 of the grievance procedure, every employee shall have the right to present grievances and have them adjusted, without the intervention of the Union or its representatives, as long as the adjustment is not inconsistent with the written terms of this agreement. The Union shall be advised of any adjustment of a grievance and shall be provided the opportunity to be present at any Step 3 hearing. Where a group of employees desire to file a grievance involving a situation affecting each member in the same manner, one member selected by such group may process the grievance.

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23.06. The following procedure shall be utilized for handling an employee's grievance:

A. Step 1 – Informal

Prior to filing any written grievance, the grievant must attempt to resolve it informally with the Assistant Chief or Chief in the absence of the Assistant Chief.

B. Step 2 - Formal

Any grievance that is not resolved at the informal level must be presented, in writing, to the Chief of Fire within seven (7) calendar days of the occurrence of the alleged grievance, or knowledge of the occurrence, not to exceed the time frame set forth in Section 23.02 herein. Grievances presented beyond the seven (7) calendar daytime limit shall not be considered. The Chief of Fire may hold a meeting to discuss such grievance and shall provide a written answer to the grievant and the Union within seven (7) calendar days after its receipt or the date of the meeting, whichever is applicable. If a grievance meeting is held, the grievant shall be entitled to Union representation at said meeting.

ARTICLE 36: DURATION OF AGREEMENT

The City and the Union propose different contract durations. The Union proposes a term of January 1, 2026, through December 31, 2028. The City proposes that the CBA be effective upon the latest date of: (1) acceptance or ratification of a tentative agreement by both parties, (2) acceptance of the fact-finding report, or (3) any final dispute resolution. The City says that similar language is in some City CBAs. The Union states that this will deny bargaining members two months backpay through no fault of their own. Furthermore, the January 1st date has been in the contract since its inception.

The City also proposes to add language to §36.03. The current contract states that the City has the right to exercise its management and statutory rights as long as it does not conflict with the Agreement. The City proposes adding "the Agreement **or the law**." The Union believes that this change is unnecessary and will cause confusion about well-established labor processes for public entities.

No reasonable basis was demonstrated at the fact-finding for making either change. The term language has been consistent, and the City safety forces have the same language in their contracts. Furthermore, since the contract has only been expired for two months, retaining this language does not pose significant financial harm to the City.

As for the "or the law" language, the City did not establish a reasonable need for this change or discuss the impact of such language on established labor practices and contract interpretation.

RECOMMENDATION: Current contract language.

Article 36-Duration of Agreement

> 36.01. This agreement shall be effective as of January 1, 202**6** ~~3~~, and shall remain in full force and effect until 12:00 midnight, December 31, 202**8** ~~5~~, unless otherwise terminated as provided herein.

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> 36.03. 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 agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. The provisions of this agreement constitute the entire agreement between the Employer and t the Union, and all prior agreements, either oral or written, are hereby canceled. The Employer and the Union, for the life of this agreement, recognize the right of the Employer to exercise its management rights and statutory rights relative to matters not contemplated or addressed specifically herein, provided the exercise of such rights do not conflict with an express provision of this agreement. This agreement may only be amended or modified during the life of the agreement by the express, mutual written consent of both parties.

CONCLUSION

This fact-finder hereby submits these recommendations on all the outstanding issues presented. It is also the recommendation of this fact-finder that all previously agreed upon tentative agreements be incorporated into the parties' new contract.

Date: February 18, 2026

Barbara M. Baker

PROOF OF SERVICE:

The foregoing has been sent via email on this 18th day of February 18, 2026 to Ryan J. Lemmerbrock, Esq. at **lemmerbrock@lb-labor.com,** , Melissa Fisco, Esq. at **mfisco@clemansnelson.com,** and Steve Presley at **spresley@cityofavon.com.**