

STATE OF OHIO
BEFORE THE STATE EMPLOYMENT RELATIONS BOARD

In the Matter of

State Employment Relations Board,

Complainant,

v.

City of Youngstown,

Respondent.

Case No. 2024-ULP-10-0137

ORDER
(OPINION ATTACHED)

Before Chair Zimpher, Vice Chair Collins, and Board Member Walter: December 11, 2025.

On October 23, 2024, the Youngstown Professional Firefighters, IAFF Local 312 ("Charging Party" or "intervenor or "Union") filed an unfair labor practice charge against the City of Youngstown ("Charged Party" or "Respondent" or "City") alleging the City violated R.C. 4117.11(A)(1), (2), (3), (5) and (8) by interfering with, restraining and coercing the Union when it attempted to intimidate the Union; made false and derogatory statements about the Union leadership; baselessly accused the Union leaders of racism; and refused to bargain with the Union regarding the effects of the EMS training courses on the members' terms and conditions of employment.

On February 6, 2025, the State Employment Relations Board ("Complainant" or "SERB" or "Board") without rendering any judgment on the merits, directed the parties to pre-determination mediation. On April 17, 2025, following a mediation session that did not result in settlement, the Board determined that there was probable cause to believe that Youngstown had committed or was committing unfair labor practices, authorized the issuance of a complaint, and directed the matter to a hearing to determine whether the City violated R.C. 4117.11(A)(1), (2), (3), and (5), but not (8). A complaint was issued on May 8, 2025.

The Respondent filed an Answer on May 16, 2025. The Union filed a motion to intervene on May 20, 2025, which was granted in accordance with Ohio Adm.Code Section 4117-1-07(A). Subsequently, a hearing was conducted by an Administrative Law Judge on August 20, 2025, wherein testimonial and documentary evidence was presented. Thereafter, all parties filed post-hearing briefs on October 7, 2025. The Administrative Law Judge issued a Proposed Order on October 28, 2025 recommending that the Board find that Respondent violated R.C. § 4117.11(A)(1), (3), and (5), but not (2). The parties did not file Exceptions to the Proposed Order.

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After reviewing the information contained in the record including the Unfair Labor Practice Charge, Complaint, Answer, and Proposed Order, the Board adopts the Finding of Fact, Analysis and Discussion, and Conclusions of Law in the Administrative Law Judge's Proposed Order, *incorporated herein by reference*, finding that Respondent, City of Youngstown, violated section 4117.11(A)(1), (3), and (5), but not (2), of the Ohio Revised Code. The Board also notes that it is adopting the recommendations of the ALJ, except for the recommendation that the Respondent be ordered to send a copy of SERB's final order and NOTICE to *The Vindicator* with a request that *The Vindicator* publish each. The Board's final order and NOTICE are public documents and, as such, are available to anyone upon request.

The City of Youngstown is ordered to:

TAKE THE FOLLOWING AFFIRMATIVE ACTION:

- (1) Bargain in good faith the effects of the Emergency Medical Technician class offering, and restore it; and
- (2) Post for sixty days on the official City of Youngstown website in a conspicuous manner and in all the usual and normal posting locations where bargaining-unit employees represented by the Youngstown Professional Firefighters, IAFF Local 312 work, this Notice to Employees furnished by the State Employment Relations Board; and
- (3) Refrain from yelling at union officers, making physically threatening gestures toward union officials, making racially oriented insults toward union officers, and accusing union officers of racism during meetings and communications which specifically arise from the statutory obligation to bargain in good faith; and
- (4) Bargain in good faith over the effects of implementation of new trainings for Emergency Medical Technicians; and
- (5) Notify the State Employment Relations Board in writing within twenty calendar days from the date the ORDER becomes final of the steps that have been taken to comply therewith.

IT IS SO ORDERED

ZIMPHER, Chair; COLLINS, Vice Chair; and WALTER, Board Member, concur.



W. CRAIG ZIMPHER, CHAIR

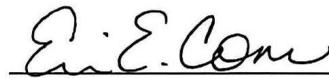
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TIME AND METHOD TO PERFECT AN APPEAL

This is a final appealable Order. You are hereby notified that an appeal from this Order may be perfected, pursuant to Ohio Revised Code Section 4117.13(D) by filing a notice of appeal setting forth the order appealed from and the grounds of appeal with the court of common pleas in the county where the unfair labor practice in question was alleged to have been engaged in, or where the person resides or transacts business, within fifteen days after the mailing of the State Employment Relations Board's Order. A copy of the notice of appeal must also be filed with the State Employment Relations Board, at 65 East State Street, 12th Floor, Columbus, Ohio 43215-4213, pursuant to Ohio Administrative Code Rule 4117-7-07.

PROOF OF SERVICE

I certify that this document was filed and a copy served upon each party or the representative of each party by registered e-mail, on this 11th day of December, 2025.



ERIN E. CONN
ADMINISTRATIVE OFFICER

STATE OF OHIO
BEFORE THE STATE EMPLOYMENT RELATIONS BOARD

STATE EMPLOYMENT RELATIONS BOARD, :
Complainant, : Case No. 2024-ULP-10-0137
v. :
CITY OF YOUNGSTOWN, : October 28, 2025
Respondent. :
: RAYMOND M. GEIS
: Administrative Law Judge
:

PROPOSED ORDER

I. INTRODUCTION

On May 8, 2025, the State Employment Relations Board (SERB) issued a complaint in this matter which was heard on August 20, 2025. At the hearing, Complainant appeared through Assistant Attorney General Victor Niro. Intervenor, Youngstown Professional Firefighters, IAFF, Local 312, (Union) appeared through its designee, Captain (Capt.) John Racco, and was represented by Attorney Ryan Lemmerbrock. Respondent (Employer) appeared through its designee, Deputy Law Director Adam Bunte, and was represented by Attorneys Brian Butcher and Eugene Nevada.

At hearing, the following persons testified: The Vindicator Reporter Nick Skolnick, Capt. Jordan Thomas, Capt. John Racco, and Capt. Christopher Weaver.

II. ISSUE

Did Respondent violate: R.C. 4117.11(A)(1), (2), (3), and (5) by yelling, name calling, race-baiting, and making a physically threatening gesture toward Union leaders, which had the effect of: interfering with the selection of the Union's representatives; discriminating against Union leaders for their protected Union activity (for requesting information and requesting to bargain); refusing to bargain with the Union regarding the effects of the EMT training courses on the members' terms and conditions of employment?

III. FINDINGS OF FACT

1. Respondent is party to a SERB-approved settlement agreement conceding that the topic of emergency medical services ("EMS") is a mandatory subject of bargaining. The parties' collective bargaining agreement contains a mid-term bargaining provision in Art. 6, Section 3,

which obligates the Respondent to provide prior notice to the union when its decisions trigger an obligation to bargain.

2. Respondent sent an email to all employees announcing that an emergency medical technician "EMT" class would be offered to all firefighters. Respondent did not share any information ahead of time with the Union about the class before the general announcement. Sign-up for the class was voluntary.
3. Then-Union President Racco and Vice President ("VP") Thomas requested a meeting to discuss the EMT class offering and discuss how it may affect the firefighters' terms and conditions of employment.
4. During a September 6, 2024, meeting, the Union demanded to bargain effects of the EMT class offering including, *inter alia*, scheduling/sign-up, compensation for attendance, and compensation for members filling in for attendees' regular posts.
5. In response, Respondent's agent, Chief Finley, called the Union Leaders "punk ass white boys" and "little white bitches," said that he was "tired of you white boys.". He accused the Union Leaders of only wanting to negotiate because Chief Finley was black, and accused the Union Leaders of being racist, then proceeded to state, "I am so tired of you white boys constantly coming after me for no reason and it just never stops," After VP Thomas responded that he was not a racist, he told VP Thomas, "[y]ou know who always says that, a racist."
6. Chief Finley further stated that he didn't have to bargain anything about the EMT class because it was voluntary. Chief Finley was yelling his comments and stood up across the table in a manner reasonably perceived to create an apprehension of assault. It took two deputy law directors to get the Chief to leave the room. This demonstrates that the Chief lost emotional self-control, without legal provocation, during a legitimate collective bargaining meeting.
7. Respondent's Mayor ratified Chief Finley's conduct when he spoke with a reporter for *The Vindicator* and in the resulting article, stated that the union leaders disrespected him as "an African-American fire chief", and by stating "there's some racial issues there" and indicating the white union officials don't recognize that they are being racist toward him.
8. The two Union leaders filed an internal harassment complaint with Respondent due to their treatment by Chief Finley at the meeting. Respondent did not share any results of their purported investigation of the matter with the Union before issuing its report. Respondent did not take any action against Chief Finley and stated that he deserved "grace" within its final investigative report.¹

¹The Union claims that Respondent's investigation of the Union officers' internal complaint over the fire chief was a complete sham, leaving his outrageous behavior unchecked, and the bargaining relationship completely broken. It is not necessary for this Board to opine on Respondent's intentions with regard to its investigation or even its decision not to discipline the chief, in order to find a violation of R.C. 4117.11(A)(1) and (A)(5). It was incumbent upon Respondent to restart discussions with the Union with suitably civil management representatives and to give assurances to the Union, Racco, and Thomas, that the chief would not be able to repeat his behavior with them. Respondent never tried to cure its violations, and this became an ongoing repudiation of the duty to bargain in good faith.

9. Respondent never followed up on the Union's request for information or its demand to bargain, nor did Respondent attempt to reconvene the meeting with a suitably well-mannered agent to continue discussion about the EMT class.
10. At least one citizen asked Racco whether he was creating "race" trouble for the chief while out on a call. A black Union member facing a pre-discipline meeting asked the Union officer representing him whether there was "anything" to the race allegations or similar words. Union members jokingly referred to Racco and/or Jordan, by stating comments such as "[h]ere comes the racist" when one or the other would enter the facilities.
11. Neither Racco nor Jordan ran for reelection to their Union officer positions due in substantial part to reasonably perceived reputational harm from media coverage of the dispute exacerbated by the Mayor's comments. The Mayor's comments to the *The Vindicator* effectively excused Chief Finley's conduct during a bargaining meeting and falsely labeled the Union as racially prejudiced because it sought relevant information and demanded to bargain with Respondent (even though these acts constituted lawful exercise of its rights guaranteed under R.C. 4117)².

IV. ANALYSIS AND DISCUSSION

The Complainant has the burden to demonstrate by a preponderance of the evidence that the Respondent committed an unfair labor practice. R.C. 4117.12(B)(3). For the reasons that follow and based upon the stipulations of the parties as well as the testimony presented and evidence admitted at the hearing in this matter, Complainant **has** met its burden of proof regarding its allegation that the Respondents violated R.C. 4117.11(A)(1), (3), and (5), but not (A)(2).

Respondent called no witnesses.³ Racco and Jordan credibly testified to the events at the September 6, 2024, meeting, without any rebuttal. Therefore, the record conclusively establishes that the Chief's conduct overwhelmingly steered the meeting off course and undermined any possibility of sharing information and/or reaching agreement. Chief Finley's comments standing alone are

² In its post hearing brief, Respondent reasserts its objection to any reliance by SERB upon any newspaper article including (U&C Exhibit 32), noting that SERB precedent appears to stand for the proposition that a finding of fact may not be predicated completely upon hearsay. In this case, the statement is being used against the Mayor, who made himself unavailable, which constitutes an exception to the hearsay rule, Evid. R. 804(B)(6). Also at hearing, the respondent stipulated to authenticity of this and other exhibits in exchange for the Mayor's release from subpoena. Under these circumstances, the Board may reliably find that the Mayor stated to The [Youngstown] Vindicator that, "the white union officials don't recognize that they are being racist toward [the fire chief]", when questioned by the reporter about the meeting over the EMT class. The reporter authenticated the article including contents at hearing.

³ The Mayor refused to appear though under lawful subpoena. The parties reached agreement during a caucus and stipulated that neither would call the Mayor. This renders the issue of subpoena enforcement moot. The Respondent also declared that it would assert legal privilege over any and all routine investigative activities performed by its deputies within its law department in relation to the internal complaint filed by Racco and Jordan over Chief Finley's comments. The parties later agreed that neither would call any of the assistant law directors as witnesses, even on rebuttal. This effectively released them from their subpoenas as their testimony was no longer required. Respondent further stipulated to the authenticity of all Union exhibits, including that they can be offered for the truth of the matter asserted with weight reserved to the Administrative Law Judge, - except that Respondent reserved all its objections based upon relevancy for all exhibits.

do not derive independently from a decision to offer overtime or to change schedules due to customary operational needs contemplated by the CBA.

The sudden absence of this EMT training benefit unilaterally implemented by Respondent must be considered to design an effective remedy in this case. SERB should take care not to reward the Respondent's playing of the "race card" by returning matters to *status quo ante*, and relegate members to losing a benefit just because the Union challenged Respondent's *fait accompli*. The remedy must, then, keep intact any benefit rendered to some Union members even though implemented in violation of R.C. Chapter 4117. for the benefit of those not receiving such opportunity. (Note: the Union does not object to reinstatement of the training)

V. CONCLUSIONS OF LAW

1. Respondent violated R.C. 4117.11(A)(1) when Chief Finley yelled at, physically threatened, uttered racially oriented names (i.e. "punk ass white boys") and accused the Union President and Vice President of being "racist" when they requested information about, and demanded to bargain over, the effects of offering an EMT class to bargaining unit employees, constituting restraint and coercion in the exercise of rights guaranteed them.
2. Respondent further violated R.C. 4117.11(A)(1) when the Mayor of Youngstown publicly labeled the two Union leaders as being racist for engaging in lawful actions, likely causing reputational harm, and restraining their continued protected activity.
3. Respondent violated R.C. 4117.11(A)(3) when the Mayor of Youngstown condoned Chief Finley's conduct and ratified his views in the media. More likely than not, this led to negative characterization of Captains Racco and Thomas by at least one citizen and at least one Union member. This, in turn, caused each official to have to defend his reputation for merely exercising his duty as a Union officer. This reputational harm constituted a change in the condition of employment for Union President Roco and Union Vice President Jordan, because the Mayor's conduct specifically harmed Racco and Thomas's protected right to maintain their good reputation.
4. Respondent violated R.C. 4117.11(A)(5) by refusing to bargain the effects of the EMT class required by a prior settlement agreement and the mid-term bargaining provision of the applicable collective bargaining agreement.
5. Respondent did NOT violate R.C. 4117.11(A)(2) because it did not attempt to dominate or interfere with the administration of the Union as an employee organization. (To the extent Respondent interfered with the selection of Union representatives indirectly through the media, the violation is adequately encompassed within the determination that Respondent violated R.C. 4117.11(A)(1).)

VII. RECOMMENDATION

The following is respectfully recommended:

1. The State Employment Relations Board adopt this Proposed Order *in toto*.
2. Order Respondent to conduct all meetings and communications arising from its duty to bargain without resort to the use of physically threatening gestures or language, yelling, screaming, or use of race-related name calling by any of its agents toward Union officers or adherents. This part of the Order is intended to cure the harm caused by the Respondent's language that attempted to intimidate, threaten and interfere with the Union leadership's efforts to negotiate terms and conditions of employment on behalf of their members.
3. Order Respondent to bargain the effects of the EMT class offering, and to reinstate the EMT class. This shall include, but is not limited to, bargaining over the method for equalization of compensation between employees receiving overtime and/or compensatory time as a result of filling in for past EMT class attendees versus those not having such an opportunity.
4. Because Respondent's Mayor made statements to *The Vindicator* that ratified and added to the harm caused by the Chief's actions and statements, Order Respondent to send a copy of SERB's final order and NOTICE in this matter to *The Vindicator* with a request that *The Vindicator* publish each, and post upon Respondent's website found at <https://youngstownohio.gov/> a copy of the attached NOTICE for a minimum of 60 days from the final appealable order of the SERB. Furthermore, Respondent shall post the attached NOTICE in all the usual and customary posting locations where bargaining unit employees work.



RAYMOND M. GEIS
Administrative Law Judge

cc:

City of Youngstown
Eugene P. Nevada, Esq., Clemans, Nelson & Associates, Inc.
Brian D. Butcher, Esq., Clemans Nelson & Associates, Inc.
Youngstown Professional Firefighters, IAFF Local 312
Ryan J. Lemmerbrock, Esq., Lemmerbrock & Boron, LLC
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State Employment Relations Board
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**State Employment
Relations Board**

NOTICE TO EMPLOYEES

FROM THE STATE EMPLOYMENT RELATIONS BOARD

**POSTED PURSUANT TO AN ORDER OF
THE STATE EMPLOYMENT RELATIONS BOARD
AN AGENCY OF THE STATE OF OHIO**

After a hearing in which all parties had an opportunity to present evidence, the State Employment Relations Board has determined that we have violated the law and has ordered us to post this notice. We intend to carry out the order of the State Employment Relations Board and to do the following:

TAKE THE FOLLOWING AFFIRMATIVE ACTION:

- (1) Bargain in good faith the effects of the Emergency Medical Technician class offering, and restore it; and
- (2) Post for sixty days on the official City of Youngstown website in a conspicuous manner and in all the usual and normal posting locations where bargaining-unit employees represented by the Youngstown Professional Firefighters, IAFF Local 312 work, this Notice to Employees furnished by the State Employment Relations Board; and
- (3) Refrain from yelling at union officers, making physically threatening gestures toward union officials, making racially oriented insults toward union officers, and accusing union officers of racism during meetings and communications which specifically arise from the statutory obligation to bargain in good faith; and
- (4) Bargain in good faith over the effects of implementation of new trainings for Emergency Medical Technicians; and
- (5) Notify the State Employment Relations Board in writing within twenty calendar days from the date the ORDER becomes final of the steps that have been taken to comply therewith.

SERB v. City of Youngstown Fire Division

Case No. 2024-ULP-10-0137

Courtney Kelly

Fire Chief
TITLE

01.05.2026

DATE

This Notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material. Any questions concerning this Notice or compliance with its provisions may be directed to the State Employment Relations Board.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED