

**STATE OF OHIO**  
**STATE EMPLOYMENT RELATIONS BOARD** STATE EMPLOYMENT  
RELATIONS BOARD

**IN THE MATTER OF FACT-FINDING  
BETWEEN**

2008 MAY 21 A 11: 15  
Case No. 07-MED-09-0948

**AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, AFL-CIO  
("AFSCME"), OHIO COUNCIL 8, LOCAL NO. 2809**

**"Employee Organization"**

**and**

**CITY OF STOW**

**"Employer"**

**REPORT OF FACT-FINDER  
AND RECOMMENDATIONS**

**DATE OF REPORT AND DATE OF MAILING: May 19, 2008**

**Representative on behalf of  
Employee Organization:**

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**Representative on behalf of  
Employer:**

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## **I. INTRODUCTION.**

*This matter comes before the Fact-Finder as a result of a referral on March 10, 2008, by the State Employment Relations Board (“SERB”) pertaining to fact-finding protocol between Local 2809, Ohio Council 8 of the American Federation of State, County and Municipal Employees, AFL-CIO (“AFSCME”), as the collective bargaining representative for approximately 62 employees consisting of all full-time (25 hours per week or more) service employees in various city classifications relating to road maintenance, parks maintenance, urban forestry, cemetery, building maintenance, water system maintenance and certain other clerical, inspection and other employees. The bargaining unit is referred to generally as “The AFSCME Service Unit.” A more particular itemization of the positions included within the bargaining unit is set forth by SERB in its Amendment of Certification in Case No. 99-REP-05-0118 dated June 10, 1999.*

*At the time of the Fact-Finder’s initial appointment, he was instructed to conduct the hearing and issue a report by March 24, 2008, unless the parties mutually agreed to an extension of fact-finding as provided under Administrative Code 4117-9-05(G). By communications with the parties’ representatives dated March 17, 2008, and telephone conferences with the parties, the parties had mutually agreed to an extension of time to continue until the date set for the fact-finding hearing. Initially, a fact-finding hearing was scheduled for Wednesday, April 30, 2008, to be held at the City of Stow City Hall. On April 17, 2008, by mutual agreement of the parties, and with the Fact-Finder’s consent, the hearing date was rescheduled to Friday, May 2, 2008, again to be held at the Stow City Hall.*

*In addition to the representatives identified on the face sheet of this Report, also in attendance were the following:*

On behalf of the Union:

John Vanhe, Parks Mechanic  
Jim Schmidt, Street Department  
Russell Fasone, Street Forman  
Tom Fanara, Cemetery  
Bob Giet, Street Operator

On behalf of the City:

Patrick Graham, Director, Human Resources  
Dano Koehler, Service Director

The Fact-Finder received and has taken into consideration exhibits and materials presented by both parties, including the parties' respective pre-hearing position statements and the current Collective Bargaining Agreement between the parties effective January 1, 2005 to December 31, 2007.

In addition to the material presented, and the arguments of the parties, the Fact-Finder has also taken into consideration statutory guidelines enunciated in Revised Code §4117.14(C)(4)(a) through (f), and SERB Regulations, Ohio Administrative Code 4117-9-05(J) and (K)(1) through (6).

Revised Code §4117.14(C)(4)(f) provides: "The fact-finding panel may attempt mediation at any time during the fact-finding process. From the time of appointment until the fact-finding panel makes a final recommendation, it shall not discuss the recommendations for settlement of the dispute with parties other than the direct parties to the dispute."

Prior to the hearing on May 2, 2008, the parties had conducted prior bargaining sessions and/or submission of proposals.

## **II. RECOMMENDATIONS.**

During the course of the fact-finding, the Fact-Finder also engaged in mediation conferences with the parties with a view of resolving the issues or in delineating the essential

differences. As a result of those proceedings and discussions, except as otherwise noted herein, the Fact-Finder considers it sufficient to summarize the issues and the recommended proposals pertaining to them.

**Article XVII - Wages / Compensation Schedule**

The issue involved regarding this article obviously deals with the matter of compensation for the employees and is intended to address the issue for the years 2008, 2009 and 2010. It is recommended that Article XVII, including Exhibit A as part thereof, be amended by recomputing the base rate wages for covered employees by a 3-1/4% increase effective as of January 1, 2008; a 3-1/4% increase effective as of January 1, 2009; and a 3% increase effective as of January 1, 2010.

**Article XVIII - Section 18.03 - Workweek, Shift Assignment and Work Hours**

The Fact-Finder recommends that current contract language be retained.

**Article XVIII - Section 18.03, Subsection 1 - Snow Emergency Assignments**

There was considerable discussion and review of the City's proposal to establish temporary work assignments during snow emergencies. In lieu of submitting a specific recommendation on this issue, the Fact-Finder worked with the parties in creating an understanding culminating in a "Memorandum of Understanding" which is attached hereto as "Attachment 1" and made a part of this Report.

**Article XVIII - Section 18.04 - Overtime**

The Fact-Finder recommends that current contract language be retained.

**Article XVIII - Section 18.08 - Longevity Pay**

The Fact-Finder recommends that current contract language be retained.

**Article XVIII - Section 18.14 - Ohio Council 8 Health and Welfare Fund (Ohio AFSCME Care Plan)**

The Fact-Finder recommends that current contract language be retained.

**Article XVIII - Section 18.19 - Uniform Allowance**

It is recommended that the present Section 18.19 be deleted in its entirety, and in lieu thereof, the following shall be inserted:

**“18.19 Uniform Allowance:**

Each full-time covered employee required by the City to wear a uniform on a daily basis shall be entitled to the following uniform allowances issued annually as payroll checks and payable on or about June 1, annually:

CLASSIFICATIONS	ANNUAL AMOUNT (\$)		
	06/01/2008	06/01/2009	06/01/2010
STREET, PARKS, SERVICE-MAINTENANCE, WATER AND CEMETERY	\$576.00	\$616.00	\$656.00
POLICE DEPARTMENT-RECORDS & RELATED (ANNUAL ALLOWANCE)	\$576.00	\$616.00	\$656.00
POLICE DEPARTMENT-RECORDS & RELATED (INITIAL ALLOWANCE PAYABLE WHEN HIRED)	\$576.00	\$616.00	\$656.00
POLICE DEPARTMENT-DOG WARDEN AND TREE	\$724.00	\$764.00	\$804.00
MECHANICS	UNIFORM SERVICE ONLY		

There shall be a one-time initial uniform allowance for the Police Department Records and related classification only. There shall be no annual allowance in the year in which the employee receives the initial allowance. Employees shall be subject to uniform requirements and standards as set by the City and the Union. The Building Inspector classification may be added to the eligibility list for an annual uniform allowance if a uniform is required on a daily basis.”

**Article XXV - Section 25.01 - Term of Agreement and Signatures**

The Fact-Finder recommends that this section be deleted and the following substituted in lieu thereof: “This Agreement shall be effective January 1, 2008 and shall continue in effect

through December 31, 2010, unless either party serves written notice to the other of its intentions to open negotiations to terminate, modify or negotiate a successor Collective Bargaining Agreement, at least ninety (90) days prior to December 31, 2010.”

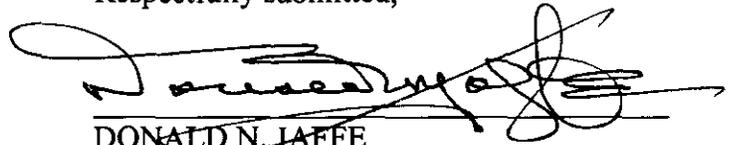
Except as otherwise set forth herein, the Fact-Finder recommends that current contract language be retained unless otherwise mutually modified in writing by the parties.

Except as provided herein, any and all contract issues not addressed herein are deemed to have been considered and resolved.

\*\*\*\*\*

Executed at the City of Cleveland, Cuyahoga County, Ohio, this 19<sup>th</sup> day of May, 2008.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Donald N. Jaffe", written over a horizontal line.

DONALD N. JAFFE  
Fact-Finder

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a copy of the foregoing Report of Fact-Finder and Recommendations has been forwarded, via U.S. express mail, postage prepaid, this 19<sup>th</sup> day of May, 2008, on the following:

Stevan P. Pickard, Staff Representative  
Ohio Council 8  
American Federation of State, County  
and Municipal Employees, AFL-CIO  
1145 Massillon Road  
Akron, Ohio 44306-4161

John A. Earle, Chief Labor Negotiator  
City of Stow  
3760 Darrow Road  
Stow, Ohio 44224

Robin L. Bell, Regional Manager  
Clemans Nelson & Associates, Inc.  
2351 South Arlington Road, Suite A  
Akron, Ohio 44319-1907

with a copy via U.S. first class mail, postage paid, to:

Administrator, Bureau of Mediation  
State Employment Relations Board  
65 East State Street  
Columbus, Ohio 43215-4213

  
DONALD N. JAFFE  
Fact-Finder

**Memorandum of Understanding  
between  
City of Stow  
and  
AFSCME Ohio Council 8  
and  
Local 2809**

The City of Stow and Ohio Council 8, American Federation of State, County and Municipal Employees, and Local 2809, hereby agree to the following:

1. The Employer and Union shall create a Training Committee as part of the Labor Management Committee to commence three (3) months after the signing of the collective bargaining agreement of January 1, 2008 thru December 31, 2010.
2. The Union and Employer agree to implement a Uniform Policy through discussion in the Labor Management Committee meetings to commence three (3) months after the signing of the collective bargaining agreement of January 1, 2008 through December 31, 2010.
3. The parties agree to discuss in Labor Management:
  - A. A physical fitness program
  - B. 12 hour temporary assignments as they pertain to emergency snow removal.

Signed and agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

For the Employer:

For the Union:

\_\_\_\_\_  
Karen Fritschel, Mayor  
City of Stow

\_\_\_\_\_  
Jim Schmidt, President  
AFSCME Local 2809

\_\_\_\_\_  
Dano L. Koehler  
Director of Public Service  
City of Stow

\_\_\_\_\_  
Stevan P. Pickard  
Staff Representative  
AFSCME Ohio Council 8

*OK  
JULY  
JMS  
SPP  
MAY-9-08*