

Before Louis V. Imundo, Jr., Fact-Finder

STATE EMPLOYMENT  
RELATIONS BOARD

In the matter of fact-finding between

2003 FEB 14 A 10: 26

The City of Norwood, Ohio

and

The Bargaining Committee of The Norwood, Ohio Police Department

SERB Case No. 02-MED-09-0884

This matter was heard before Louis V. Imundo, Jr., Fact-Finder, in Norwood, Ohio on February 10, 2003.

## **1.0 Introduction**

### **1.1 Appearing For The City**

- Jack Cameron, Safety-Service Director
- John Fenton, Councilman, 4<sup>th</sup> Ward
- William E. DeLuca, Councilman, 6<sup>th</sup> Ward

### **1.2 Appearing For The Union**

- Stephen Lazarus, Attorney at Law
- Stacy Phillips, Chairman, Wage & Benefit Committee
- Joe DiPietrantonio, Vice Chairman, Wage & Benefit Committee
- Jeff Ripperger, Treasurer, Wage & Benefit Committee
- Matthew W. Boettcher, Secretary, Wage & Benefit Committee
- Mark S. Garner, Trustee, Wage & Benefit Committee

## **2.0 Unresolved Issues**

Recognition

Policy And Procedure Review

Terms of Agreement

Article 01 - Wages

Article 02 - Retirement Incentive Program

Article 03 - Table of Organization

Article 04 - Minimum Manning Requirements

Article 10 - Residency

Signature Sheet

### **3.0 Recommendations**

The Parties, in the spirit of collaboration and cooperation worked tirelessly to resolve their differences of opinion with respect to the unresolved issues. The Parties were able to arrive at an understanding on all of the issues. The Fast-Finder has reviewed the understandings reached by the Parties and fully agrees with all of them. The Fact-Finder recommends that City Council and the Union memorialize the following language in the successor agreement.

#### **RECOGNITION**

For the Contract period: January 1, 2003 through December 31, 2005, and for a continuing period thereafter, unless the Police signatories tender written notice of their intent to repudiate this clause, the City agrees to recognize the Police Committee of the Norwood, Ohio Police Division as the sole bargaining agent, with exclusive bargaining rights for the "Police".

EXCLUSIVE BARGAINING RIGHTS shall be interpreted to mean that the City shall not negotiate, meet, or confer with any person, group of persons, association, or union other than the recognized bargaining unit of the Norwood, Ohio Police Division for the purpose of effecting or attempting to effect a change in the terms of this Agreement as it applies to any provision of this Contract. FURTHERMORE, the City shall not permit any City employee or agent to adopt and/or continue any policy, procedure, or program which is in conflict with any provision of this Contract.

#### **POLICY AND PROCEDURE REVIEW**

The City and Committee agree to meet in good faith in the best interest of both the City and Police Division to discuss revision of the Police Policy and Procedure Manual. This will include improved ways of handling Citizen Complaints in respect to the professionalism and fairness in the investigation and disposition of these complaints.

The parties agree to meet no less than five (5) times before July 1, 2004. If the parties fail to reach agreement on any issue hereunder, the issue will be submitted to the Federal Mediation Conciliation Service, FMCS, to have a mediator participate no later than July 31, 2004.

The parties may mutually agree to modify this provision.

#### **TERMS OF AGREEMENT**

This Agreement shall be effective as of 12:01 a.m. on the first (1st) day of January, 2003 and shall remain in full force and effect until 12:00 o'clock (midnight) on the thirty-first (31st) day of December, 2005.

In the event that negotiations to amend this Contract shall continue beyond the expiration of the terms of this Agreement, this Agreement shall continue in full force and effect until such time as it is either settled or decided by the appropriate fact finder/conciliator.

ARTICLE 01

WAGES

Wage rates for the appropriate classifications are established by this Agreement. These rates shall be modified, as necessary, subject to the terms of this Agreement.

All employees covered by this Agreement shall receive a basic wage increase retroactive to January 1, 2003, that is equal to the percentage increase in the Cost of Living BLS July index for the year 2002, plus an additional amount to guarantee that each employee receives a wage increase for calendar year 2003 not to exceed three percent (3.00%) above his or her bi-weekly salary rate for the year 2002. However in no event shall the annual cost of living increase, plus any supplemental wage increase, be greater than three percent (3.00%).

Police Division salaries beginning January 1, 2003 shall be as follows:

<u>POSITION</u>	<u>BI-WEEKLY RATE</u>	<u>ANNUAL RATE</u>
Patrol on Appointment.....	\$1,622.72	\$42,190.72
Patrol upon Certification.....	\$1,724.15	\$44,827.90
Patrol I - one year experience .....	\$1,825.57	\$47,464.82
Patrol II - two years experience.....	\$1,926.99	\$50,101.74
Patrol III - three years experience.....	\$2,028.41	\$52,738.66
Sergeant.....	\$2,352.95	\$61,176.70
Lieutenant.....	\$2,494.13	\$64,847.38

All employees covered by this Agreement shall receive a basic wage increase effective January 1, 2004, that is equal to the percentage increase in the Cost of Living BLS July index for the year 2003, plus an additional amount to guarantee that each employee receives a wage increase for calendar year 2004 not to exceed four percent (4.00%) above his or her bi-weekly salary rate for the year 2003. However in no event shall the annual cost of living increase, plus any supplemental wage increase, be greater than four percent (4.00%).

Police Division salaries beginning January 1, 2004 shall be as follows:

<u>POSITION</u>	<u>BI-WEEKLY RATE</u>	<u>ANNUAL RATE</u>
Patrol on Appointment.....	\$1,687.63	\$43,878.38
Patrol upon Certification.....	\$1,775.87	\$46,172.62
Patrol I - one year experience .....	\$1,898.59	\$49,363.34
Patrol II - two years experience.....	\$2,004.07	\$52,105.82
Patrol III - three years experience.....	\$2,109.55	\$54,848.30
Sergeant.....	\$2,447.07	\$63,623.82
Lieutenant.....	\$2,593.90	\$67,441.40

Police Division salaries beginning January 1, 2005:

All employees covered by this Agreement shall receive a basic wage increase effective January 1, 2005, that is equal to the percentage increase in the Cost of Living BLS July Index for the year 2004, plus an additional amount to guarantee that each employee receives a wage increase for calendar year 2005 not to exceed seven percent (7.00%) above his or her bi-weekly salary rate for one year 2004. (on sheet attached).

However in no event shall the annual cost of living increase, plus a supplemental wage increase, be greater than seven percent (7.00%).

<u>POSITION</u>	<u>RATE</u>	<u>RATE</u>
Patrol on Appointment.....	\$1,805.76	\$46,949.87
Patrol upon Certification.....	\$1,918.64	\$49,884.60
Patrol I - one year experience .....	\$2,031.49	\$52,818.77
Patrol II - two years experience.....	\$2,144.36	\$55,753.23
Patrol III - three years experience.....	\$2,257.22	\$58,687.68
Sergeant.....	\$2,618.37	\$68,077.49
Lieutenant.....	\$2,775.47	\$72,162.30

Effective January 1, 1997, all straight time and overtime computations shall be based upon a forty (40) hour workweek. Wage increases resulting from collective bargaining agreements relating to rank differential and elimination of hour reduction days shall not be included in computing the increase in the basic wages set forth above.

All police employees shall be paid bi-weekly. All new Police Division employees shall start in the Patrol on Appointment classification. Newly hired police personnel will be compensated at a rate of pay equal to eighty percent (80%) of the current Patrol - three (3) year rate. Upon receiving State certification, the employee shall be compensated at the rate of eighty-five percent (85%) of the current Patrol - three (3) year rate. (New employees having the required State certification shall be compensated at the eighty-five percent [85%] rate.) Police employees with one (1) year of tenure shall be compensated at the rate of ninety percent (90%) of the current Patrol - three (3) year rate. Police employees having completed two (2) years of service shall be compensated at a rate of ninety-five percent (95%) of the current Patrol - three (3) year rate. At the end of three (3) years, the police employee shall receive the rate of pay established for the Patrol - three (3) year classification.

An employee who has resigned and is subsequently reinstated shall, for the purposes of salary, be deemed a new employee. An employee recalled from a layoff shall start in their former salary classification (receiving credit for the time worked in the classification since the date of hire). Employees returning from military service will receive service credit and/or salary increases for all time spent in said military service.

ARTICLE 03

TABLE OF ORGANIZATION

SECTION 1: The structure of the Norwood Police Division shall be as follows:

TABLE OF ORGANIZATION

Chief of Police .....	1
Captain of Police.....	1
Police Lieutenant.....	4, 5 effective 1/1/05
Police Sergeant.....	8, 9 effective 1/1/05
Police Officer.....	37, 38 effective 1/1/04 40 effective 1/1/05

SECTION 2. Further, it is understood that the City retains the right to increase the rank structure within the complement, but shall not decrease the rank structure among members of the bargaining unit.

SECTION 3. The parties recognize the City's right to contest the inclusion of the Captain of Police in the Table of Organization of the Norwood Police Division.

SECTION 4. The probationary period for all new employees hired in the bargaining unit shall be one (1) year from the date of hire. An employee who receives a promotion shall be in a probationary status for one hundred twenty (120) days from the date of promotion. Employees who do not pass the probationary period shall be returned to the job classification (rank) previously held.

## ARTICLE 04

### MINIMUM MANNING REQUIREMENTS

It is agreed by the City and the Police Committee that Officer Safety is a primary concern. Addressing this concern necessitates the establishment of a minimum staffing level. The minimum staffing level shall be:

- A. Five (5) full time, uniformed police personnel between the hours of 3:00 a.m. and 8:00 p.m. This number to be increased to six (6) full time, uniformed police personnel by 1/1/50.
- B. Six (6) full time, uniformed police personnel between the hours of 8:00 p.m. and 3:00 a.m. This number to be increased to seven (7) full time, uniformed police personnel by 1/1/05.

Compensation: Police personnel working in a minimum manpower capacity shall be compensated at a rate of one and one-half times (1-1/2X) that individual's normal rate of pay.

Minimum Manpower staffing shall whenever possible, be filled on a rank for rank basis.

## ARTICLE 10

### RESIDENCY

Upon completion of five (5) years and three (3) months service as an employee of the Police Division of the City of Norwood, such employee receives the right to reside outside the City limits of Norwood, Ohio.

An employee electing to reside outside of the corporate limits of Norwood must establish their residence within twenty-five (25) miles of the Norwood City limits.

An employee shall not receive compensation for time spent commuting to work. Work (pay) commences when the employee reports to his job assignment.

New employees will have up to fifteen (15) months from the date of employment to establish residency within the City of Norwood.

Those officers hired prior to April 1, 2003 shall be required to establish residency within the City of Norwood within six (6) months from the date of employment

Those officers hired prior to April 1, 2003 upon completion of five (5) years service as an employee of the Police Division of the City of Norwood, such employee receives the right to reside outside the City limits of Norwood, Ohio.

SIGNATURE SHEET

Dated this \_\_\_\_ day of \_\_\_\_\_, 2003.

FOR THE UNION

FOR THE CITY OF NORWOOD, OHIO

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YEARS OF CONTRACT: 2003 THROUGH 2005

2/11/03  
Date

Louis V. Imundo, Jr.  
Louis V. Imundo, Jr.  
Fact-Finder