

S A M J A N I S  
3311 WARRENSVILLE ROAD  
SHAKER HEIGHTS, OHIO 44122  
Tel. 216-561-0341

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STATE OF OHIO

STATE EMPLOYMENT RELATIONS BOARD

OHIO PATROLMEN'S	)	CASE NO. 96-MED-10-0947
BENEVOLENT ASSOCIATION	)	
	)	FACT FINDER, SAM JANIS
	)	
Union,	)	
	)	
and	)	
	)	
CITY OF NILES	)	
	)	
Employer	)	

REPORT AND RECOMMENDATIONS.

S A M J A N I S  
3311 WARRENSVILLE ROAD  
SHAKER HEIGHTS, OHIO 44122  
Tel. 216-561-0341

May 20, 1997

G. Thomas Worley, Administrator,  
Bureau of Mediation, S.E.R.B.

Ralph A. Infante, Mayor  
City of Niles, Ohio

Case No. 96-Med-10-0947

S. Randall Weltman, Esquire  
Ohio Patrolmen's Association

Gentlemen:

On November 29, 1997 I was appointed Fact Finder in the above case. The parties mutually extended negotiations over a period of several months. During that time all but twelve (12) issues were resolved. When it was apparent that negotiations had reached a dead end the Mayor requested a Hearing to resolve the outstanding issues. The Mayor's letter is enclosed.

On Friday May 16, 1997, a Hearing was convened in the City of Niles City Hall at 11.30 a.m. attended by the following people.

City of Niles	Union
Ralph A. Infante, Mayor	Randy Weltman, Esquire
Neil Buccino, Auditor	George Kaniclides, Committee
Don Allen, Safety Director	Bob V. Ludt Committee
Bruce L. Simione, Chief of Police	Mark Thou Committee
	Tony Johnson Committee

The Policemen.s Unit involved in the renewal of this agreement consists of about 22 officers. The City has had a contractual agreement with a police union for many years. Prior to the inception of S.E.R.B. there had been two (2) strikes of short duration.

In meeting seperately with each side I soon discovered that each was accusing the other of renegeing on the agreement reached. The union committee said the Mayor had changed

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CASE NO 96-MED-10-0947

his proposals and the Mayor said that the union committee after agreeing to the new contract voted against it at the ratification meetings. The first ratification vote was defeated and the second ended up in a tie. It was at this point that the Mayor requested assistance from the Fact Finder. A day before the scheduled hearing another vote was taken and this time the agreement was rejected by a majority of two votes.

It was evident that mediation and conciliation were extremely important to re-establish the relationship that had existed in prior years. In meeting with the union representatives I was told that there were three (3) outstanding issues and if they could be resolved the rest of the agreement would fall into line and a settlement was possible. The twelve (12) issues are listed below :

Issue 1	Article 3	Page 2	Management's RIGHTS	
Issue 2	Article 16	Page 19	Vacations	Issue
Issue 3	Article 19	Page 23	Longevity Pay	
Issue 4	Article 20	Page 24	Clothing Allowance	
Issue 5	Article 21	Page 24	Court Duty	
Issue 6	Article 24	Page 26	Wages, Shift Differential	
Issue 7	Article 28	Page 30	Miscellaneous	
Issue 8	Article 29	Page 30	Promotional Exams	
Issue 9	Article 36	Page 34	Scheduling, Work Assignments	
Issue 10	Article 37	Page 34	Minimum Manning	
Issue 11	Article 42	Page 36	Past Practice Prevailing Rights	
Issue 12	Article 43	Page 37	Duration	

Each of the twelve (12) issues was resolved and copies signed by the participants is included in this report. In addition, each member of the committee pledged their affirmative vote for ratification of the agreement.

In closing let me add that consideration was given to criteria listed in Rule 4117-9-05(j) of the State Employment Relations Board.

Enclosures  
Union Agreement  
Mayor's letter  
Resolution of twelve (12) issues

May 20, 1997

*Sam Janis*  
Sam Janis,  
Fact Finder



*William McKinley, 25th President  
of the United States  
Born in Niles January 29, 1843*

**Office of the Mayor**  
**Ralph A. Infante / Mayor**  
**City of Niles, Ohio**  
City Building / 34 West State Street / Niles, Ohio 44446  
Telephone: (330) 652-3415



April 30, 1997

Mr. Sam Janis  
3311 Warrensville Road, #306  
Shaker Heights, Ohio 44122

Re: City of Niles and Ohio Patrolmen's Benevolent Association  
Case No.: 96-MED-10-0947

Dear Mr. Janis:

Please be advised that after several attempts with the OPBA we have been unsuccessful in reaching an agreement. The OPBA has voted (2) times, the (1st) vote was: 5 for the contract, and 11 against. They then had a (2nd) vote which was several weeks ago, this was a tie vote.

We have not heard from anyone from the OPBA Union for the past couple of weeks, therefore I find it necessary to request a fact-finding hearing date. Please schedule this A.S.A.P.

If you have any questions, do not hesitate to phone my office.

Respectfully,

Mayor Ralph A. Infante

cc: Randy Weltman, OPBA Attorney  
OPBA  
Neil Buccino  
Don Allen  
file

**ARTICLE 3 - MANAGEMENT RIGHTS**

**Section 4.** The Employer shall obtain the input of one designated Union representative before implementing any policy or procedure for the Police Department.

**For the City**

Ralph Infante

Neil A. Buccino

C. T. Allen

Bruce L. Simone

Date: 5/16/97

**For the OPBA**

Raymond Johnson

Mark K. [unclear]

George [unclear]

Mike DeJust

Date: 5-16-97

5/16/97

CITY  
Ralph Infante 5/16/97

Nail A. Bunn 5-16-97

VACATIONS

Ralph Infante  
Buell Simons

George Famer

Mike de Jesus

ARTICLE XVI

Section 1. Members of the bargaining unit shall be entitled to vacation in accordance with the following schedule:

<u>Increments</u>	<u>Weeks</u>
6 months but less than 3 years	1 week
3 years but less than 6 years	2 weeks
6 years but less than 10 years	3 weeks
10 years but less than 15 years	4 weeks
15 years but less than 20 years	5 weeks
20 years but less than 25 years	6 weeks
Completion of 25 years and after	7 weeks

All employees who were hired prior to January 1, 1994, shall be entitled to two (2) weeks of vacation after completing two (2) years of service.

Section 2. Upon an employee's termination of service to the City, such employee is entitled to receive vacation pay which he has earned, but not yet taken. Should such employee be deceased, payment for such unused vacation time shall be made to the employee's surviving spouse, next of kin, personal representative, or the employee's estate.

Section 3. Bargaining unit members may, at their option, carry over one week of vacation from one anniversary year to the next.

Section 4. Bargaining unit members may, at the employee's option, take his accumulated vacation leave in four (4) hour increments. An employee deciding to take such individual vacation leave days shall give the Employer seventy-two (72) hours advance notice of his request for such vacation day leave. The Employer shall grant or deny any such requests within twenty-four (24) hours of his request.

Section 5. The vacation year shall be from January 1 to December 31 of each year.

Section 6. Vacation weeks may be scheduled to fall between an employee's regularly scheduled days off, and may encompass more than one shift.

Ralph Joffe 5/16/97  
D.K. Joffe 5.16.97  
Gene J. Joffe  
Neil D. Joffe

To: [unclear]  
7/6/97  
Cory J. Joffe - [unclear]

**Section 7.** Payment for Unused Vacation. Any employee entitled to three or four weeks of vacation may be paid at his regular rate of pay for one week of vacation in lieu of time off. An employee with five (5) to seven (7) weeks of vacation may be paid at his regular rate of pay for one or two weeks of vacation (in weekly increments only) in lieu of time off.

**Section 8.** If an employee is refused vacation for the convenience of the City, the employee shall be paid for vacation time plus all hours worked.

**Section 9.** There shall be allowed up to two (2) police officers scheduled on vacation per shift at one (1) time, providing it does not affect minimum manning.

*Supervisors' day off (other than vacations) shall not ~~be~~ affect this right.* **PAID HOLIDAYS**

**ARTICLE XVII**

**Section 1.** Bargaining unit members shall be entitled to holiday pay for each of the following holidays:

1. The first day of January, known as New Year's Day;
2. The third Monday in February, known as Washington Lincoln Day;
3. Good Friday;
4. The last Monday in May, known as Declaration or Memorial Day;
5. Fourth day of July, known as Independence Day;
6. The first Monday of September, known as Labor Day;
7. The second Monday of October, known as Columbus Day;
8. Veterans Day;
9. The fourth Thursday in November, known as Thanksgiving Day;
10. The day after Thanksgiving;
11. The twenty-fifth day of December, known as Christmas Day;
12. The third Monday in January, known as Martin Luther King Day.

Section 2. This benefit shall be capped at 30 years for existing employees and 25 years for employees hired after January 1, 1997. Anytime over 30 years at execution of this Agreement to be locked in at current level.

**LONGEVITY PAY**

**Section 1.** Effective January 1, 1997 longevity compensation is herein provided for each full-time employee of the bargaining unit as follows:

For each full year of employment as a full-time employee and on a basis of continuous service, the longevity compensation for each such City employee shall be computed at the rate of:

- a. 5-9 years of service - ~~\$4.00~~ <sup>\$6.00</sup> per month, per year of service.
- b. 10-14 years of service - ~~\$5.00~~ <sup>\$6.00</sup> per month, per year of service.
- c. 15-19 years of service - ~~\$5.50~~ <sup>\$6.00</sup> per month, per year of service.
- d. 20 and more years of service - \$6.00 per month, per year of service.

Longevity shall be added to the employee's base hourly wage and after such addition, shall be undistinguished from the employee's base rate.

**For the City**

**For the OPBA**

Neil A. Buccini

[Signature]

Ralph [Signature]

[Signature]

[Signature]

[Signature]

Bruce L. Simone

[Signature]

Date: 5/16/97

Date: 5-16-97

Effective January 1, 1998,

**CLOTHING ALLOWANCE**

**Section 1.** All bargaining unit members shall be entitled to a uniform and clothing allowance ~~of \$750.00 on the 15th of each year~~ in the amount of Seven Hundred Fifty Dollars (\$750.00), which ~~The aforementioned clothing allowance shall be added to the employee's base rate, payable monthly by the City at the rate of \$62.50.~~ In addition, probationary employees shall receive an advance of one-half (1/2) of the first year's uniform allowance upon appointment to the Department and one-half (1/2) after completion of six (6) months of service.

**For the City**

**For the OPBA**

Ralph Infante

Tom O'Connell

Neil D. Buccino

John K. [unclear]

D. L. Allen

Mike De Santis

Bruce L. Simone

Greg Kamek

Date: 5/16/97

Date: 5-16-97

**WAGES AND SHIFT DIFFERENTIAL**

**Section 1.** Effective January 1, 1997, the base annual rate of pay shall be the following:

Fourth year Patrolman - \$30,484.12  
Third year Patrolman - \$28,959.91  
Second year Patrolman - \$27,435.71  
First year Patrolman - \$25,911.50.

**Section 2.** Effective January 1, 1998, the base annual rate of pay shall be the following:

Fourth year Patrolman - \$31,524.12  
Third year Patrolman - \$28,999.91  
Second year Patrolman - \$28,475.71  
First year Patrolman - \$26,951.50.

**Section 3.** Effective January 1, 1999, the base annual rate of pay shall be the following:

Fourth year Patrolman - \$32,564.12  
Third year Patrolman - \$31,039.91  
Second year Patrolman - \$29,515.71  
First year Patrolman - \$27,991.50.

Two (2) new hires to start at first year rate.

Patrolman Marshall to start at third year rate. -

**For the City**

Ralph Ajarte

D. K. Allen

Bruce L. Amore

Neil A. Buccini

Date: 5/16/97

**For the OPBA**

Randy Welton

Tom Symon

John H. [unclear]

Deane K. [unclear]

Date: 5-16-97

MISCELLANEOUS

Section 8. Within thirty (30) days of the execution of this Agreement the City will pay up to \$750.00 for the purchase of a bullet-proof vest. The type of vest is to be selected by the employee who must turn in a voucher for payment. Employees that request and receive payment for a vest must wear the vest whenever they are on duty. Employees who do not wear the vest while on duty, will be subject to disciplinary action.

Section 9. Within thirty (30) days of the execution of this Agreement, employees who do not request and receive a vest pursuant to Section 8 shall be entitled to a one-time payment in the amount of Four Hundred (\$400.00), so long as they execute a form releasing the City of any liability.

FOR THE CITY

Ralph Infante

D. K. Allen

Bruce L. Simone

Neil A. Puccini

DATE: 5/16/97

FOR THE OPBA

Tom O. Johnson

M. K. [unclear]

Geary Kaminicki

Mike [unclear]

DATE 5-16-97

## SCHEDULING AND WORK ASSIGNMENTS

The parties agree that scheduling will be governed as follows:

1. Every six (6) months the Patrolmen will bid the schedule June 1st. to go into Effect July 1st. And December 1st. To go into effect January 1st. During the life of this agreement, the City will ensure that at least eighteen (18) slots will be bid on every (6) months (6) on each shift.
2. The bids from the schedule will be made from the most senior man to the least senior man.
3. Overtime will not take effect until after regularly scheduled times.
  - A. Examples - After ten (10) hours on the four (4) ten (10) hour days.
  - B. After eight (8) hours on five (5) eight (8) hour days.

Vacations of more than two (2) consecutive days must be posted at least one (1) Week before being taken. Vacations of two (2) or less days may be taken at anytime as long as it doesn't effect minimum manning.

4. Comp time or vacation time may be used on ten (10) hour days so long as minimum manning is not effected. If comp time or vacation time on the ten (10) hour days is denied, it shall not be unreasonably denied.
5. Any Officer who is hired after the execution of this Agreement and who has less than than three (3) years of service will have no bidding rights (the City shall have the ability to assign these Officers to any shift.

FOR THE CITY

Ralph Spante  
D.L. [Signature]  
Bruce L. [Signature]  
Neil A. Buccino

DATE 5/16/97

FOR THE OPBA

Tom D. [Signature]  
[Signature]  
Greg Kametis  
[Signature]

DATE \_\_\_\_\_

The following articles shall remain as current language:

- ①. Article 21 - Court Ruly
- ②. Article 29 - Promotional Exams
- ③. Article 18 - Minimum Manning
- ④. Article 43 - Duration - except that dates shall be changed to effective January 1, 1997 and expires December 31, 1999

City

Ralph Infante 5/16/97  
B. Lee & Simone

OPBA

5-16-97

Randy McHran  
P. Graham

**PAST PRACTICE/PREVAILING RIGHTS**

**Section 1.** All rights, privileges and working conditions enjoyed by the Bargaining Unit Members at the present time which are not included in this Agreement shall remain in full force, unchanged and unaffected in any manner, during the term of this Agreement unless changed by mutual agreement. The only exceptions to this provision are: a.) employees may not work a part-time job within sixteen (16) hours of the completion of a shift that is missed due to sick leave; b.) the records clerk position may be filled with a civilian; c. "new" take home cars will be provided so long as the City can afford such a benefit.

**For the City**

Ralph J. [Signature]

Neil A. Buccino

G. K. Allen

Bruce L. Simone

Date: 5/16/97

**For the OPBA**

George Komuter

Paul De [Signature]

[Signature]

[Signature]

Date: 5-16-97

5-17-97

Side Agreement

The City and the OPBA

agree to meet within 90 days

from the execution of this Agreement

to negotiate a ~~contract~~ pay scale that will ~~be~~  
apply to ~~senior~~ <sup>status</sup> patrolmen ~~with~~

~~Neil~~  
Neil  
Greg Lammie

SPW 5-17-97

Neil Duccini 5-17-97  
Ralph Spante 5/17/97  
D. K. Allen 5/17/97

Bruce & Simone  
Greg Lammie  
Mick de Judd