

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

FILED
1984 MAR 19 AM 10:04
CIVIL ACTION NO. C83-5160A

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
v.)
)
CITY OF WADSWORTH, a)
municipal corporation)
organized pursuant to the)
laws of the State of Ohio;)
CITY OF WADSWORTH POLICE)
DEPARTMENT, a municipal)
agency; and MICHAEL KING,)
Chief of Police, City of)
Wadsworth Police Department,)
)
Defendants.)
)

CIVIL ACTION NO. C83-5160A
(Judge Krenzler)

CONSENT DECREE

The United States filed this action against the City of Wadsworth, the Wadsworth Police Department (the "WPD"), and the Chief of Police of Wadsworth (hereinafter collectively referred to variously as the "Wadsworth defendants," the "City of Wadsworth" or the "City"), alleging, inter alia, that the City of Wadsworth was engaged in policies or practices of employment discrimination against women with respect to job opportunities in the WPD's sworn force, in violation of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000e et seq. ("Title VII").

The City of Wadsworth denies that it presently is, or in the past has been, engaged in policies or practices that unlawfully discriminate against women or that deprive or tend to deprive women of employment opportunities in the WPD's sworn force, as alleged by the United States.

The United States and the City of Wadsworth -- desirous of avoiding the burden, expense and uncertainty of contested litigation, and desirous of eliminating any disadvantage to women that may have resulted from any alleged unlawful practices with respect to the employment of women in the WPD's sworn force -- hereby agree and consent to the entry of this Decree.

The parties signatory hereto, by agreeing and consenting to the entry of this Decree, stipulate to the jurisdiction of the Court over this action, and waive a hearing and the entry of findings of fact and conclusions of law on all issues involved herein. However, this Decree shall constitute neither an admission by the City nor an adjudication by the Court on the merits of the allegations of the United States.

Lastly, this Decree is final and binding between the parties signatory hereto and their successors as to the issues resolved herein, as well as upon Lenora Taylor if she consents to and accepts the relief provided herein.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

I
GENERAL

1. The major purpose of this Decree is two-fold: to ensure that women are considered for employment in the WPD's sworn force on an equal basis with men, and that the present effects of the City's alleged prior discriminatory employment practices against women with respect to job opportunities in the WPD's sworn force be corrected. In particular, the City of Wadsworth shall seek in good faith to employ women in the WPD's sworn force in accordance with non-discriminatory selection procedures and criteria. As used throughout this Decree, the "sworn force" of the WPD shall include all sworn officers regardless of whether employed on a full-time, a part-time or an auxiliary basis. It is recognized that the process of increasing the number of women applicants for employment in the WPD's sworn force is facilitated by a process free of unlawful barriers to their entry and by a substantial increase in recruitment efforts by the City directed toward women. Nothing in this Decree, however, is intended nor shall it be construed to require or permit a quota or other sex-based preference in any form. Further, nothing in this Decree is intended nor shall it be construed to require or permit the City to appoint any person to the WPD's sworn force who is not qualified by job-related standards; nor to grant a preference in appointment to any rank within the WPD's sworn force to a person who is less qualified over a more qualified person, where qualifications are measured by job-related and lawful standards.

2. The City of Wadsworth, and its officials, employees, agents and all persons in active concert or participation with them, hereinafter are enjoined from engaging in any act or practice with respect to the recruitment, hire or appointment of applicants for employment in the WPD, or with respect to the training, assignment, transfer, promotion, discipline, retention, compensation, or terms and conditions of employment of employees in the WPD, which has either the purpose or the effect of unlawfully discriminating against any person on the basis of sex.

II QUALIFICATIONS AND SELECTION CRITERIA

3. The City of Wadsworth hereafter shall seek to develop and to utilize qualifications and selection criteria for hire, assignment, transfer and promotion within the WPD's sworn force that have no discriminatory impact or which have been validated in accordance with Title VII, and with the Uniform Guidelines on Employee Selection Procedures issued pursuant thereto, 28 C.F.R. 50.14, 29 C.F.R. 1607, 31 C.F.R. 51.53 (hereinafter referred to as the "Uniform Guidelines") or successor guidelines.

4. The City of Wadsworth shall not use a minimum height requirement as a basis for selection for appointment in the WPD's sworn force, unless the City and the United States agree or, absent such an agreement, the City demonstrates to the Court upon hearing after at least ninety (90) days notice to the United

States, that such requirement does not have an adverse impact upon women, or has been validated in accordance with Title VII, and with the Uniform Guidelines or successor guidelines.

III.
RECRUITMENT AND APPOINTMENT

5. The City of Wadsworth shall immediately adopt and implement an active and continuing recruitment program directed toward increasing substantially the number of qualified women applicants for employment in the WPD's sworn force in accordance with this Decree. Absent explanation, it is expected that an appropriate recruitment program will attract qualified male and female applicants in numbers which reflect their availability in the relevant labor market. As used herein, availability in the relevant labor market refers not only to the geographical area from which applicants are drawn but also to the persons in that area who possess the necessary qualifications, are interested in, and are available for entry level sworn positions in the WPD. The parties estimate that the qualified and available population for such positions in this relevant labor market is approximately thirty percent (30%) female. Accordingly, the City of Wadsworth agrees to adopt and implement a recruitment program that strives to attract qualified female applicants for such entry-level sworn positions at a rate reflective of that availability estimate. Compliance with the recruitment obligations created by this Decree shall be judged by the City of Wadsworth's good faith

implementation of the recruitment program and activities specified in Paragraphs 6 and 7, infra. Accordingly, failure to attain the projected female applicant flow is not by itself a violation of this Decree, but may trigger an inquiry by the United States as to the City's good faith implementation of the recruitment program and activities required herein. Attainment of the estimated female applicant flow shall be treated by the United States as presumptive evidence of compliance with the recruitment provisions of this Decree.

6. Such recruitment program shall be on an active and continuing basis subject to the WPD's hiring needs and shall include, but need not be limited to, the placement through newspapers of advertisements which:

- a. Emphasize that the WPD is an Equal Employment Opportunity employer;
- b. Emphasize the City's active and continuing recruitment program for appointment in the WPD's sworn force;
- c. Summarize the qualifications required for appointment;
- d. Provide information as to the method by which application for appointment must be made, as well as the dates during which applications must be made; and
- e. Specifically invite both men and women to apply, and state the name, address and telephone number of the official or employee in the WPD to which inquiries and requests for applications may be made.

7. Such active and continuing recruitment program shall be conducted by the City of Wadsworth in Wadsworth and in Medina and Summit Counties, the geographical labor market from which the City historically has drawn applicants for employment in the WPD.

IV.
INDIVIDUAL RELIEF

8. The parties agree that: Lenora Taylor first sought employment as a patrol officer in the WPD in June 1979; Ms. Taylor took and passed the written examination for that rank administered by the City in June 1979, and placed third out of thirty-four (34) applicants; Ms. Taylor was not appointed by the WPD as a patrol officer following this examination; males who took the June 1979 written examination but who ranked lower than Ms. Taylor were appointed as patrol officers following this examination; and, had Ms. Taylor been appointed by the WPD as a patrol officer following the June 1979 examination, such appointment would have occurred at least by August 17, 1979.

9. The United States contends that Ms. Taylor was qualified for appointment to the rank of patrol officer in the WPD when she first sought that job in June 1979 and at all times thereafter, and that the City of Wadsworth failed or refused to appoint her to that rank for reasons unlawful under Title VII.

10. Without admitting to the contentions of the United States as set forth in Paragraph 9, supra, and in settlement of the claim of the United States for relief on behalf of Lenora

Taylor, as well as Ms. Taylor's individual claim, the City of Wadsworth agrees, and it is hereby ordered, that the City shall provide Ms. Taylor with the following relief:

a. The City of Wadsworth shall offer Ms. Taylor appointment as a full-time patrol officer in the WPD provided that a medical examination of Ms. Taylor does not demonstrate that she is physically disabled to the extent that she clearly would not be able to perform as a patrol officer in the WPD. In order to relieve itself of its obligations under this subparagraph 10a, the City shall have the burden of demonstrating to the Court, by clear and convincing evidence, that Ms. Taylor is so physically disabled that she clearly would not be able to perform as a patrol officer in the WPD.

The City's offer of appointment to Ms. Taylor shall be made in writing, approved as to both substance and form by the United States, accompanied by a copy of this Decree and hand-delivered to her on the date of entry of this Decree. Ms. Taylor shall have five (5) days from her receipt of the City's offer of appointment to advise the City as to whether she will accept such offer. If she advises the City within five (5) days of her receipt of the City's offer of appointment of her desire to be so appointed, the City of Wadsworth shall, on or before March 15, 1984, appoint her as a full-time patrol officer on probationary status in the WPD, with all of the emoluments of that rank. Upon Ms. Taylor's completion of the on-the-job training which was provided to those

persons who were hired as of August 17, 1979, and upon her completion of the probationary period which the WPD has routinely and historically required of new employees of the WPD appointed as patrol officers, the City of Wadsworth shall provide Ms. Taylor with retroactive seniority for all purposes in the rank of patrol officer as of August 27, 1979, (ahead of Frank M. Kaiser, who was appointed on that date but whose score on the written examination was lower than that of Ms. Taylor, but behind Jeffrey D. Houston, who was appointed on that date but whose score was higher than that of Ms. Taylor).

If Ms. Taylor either does not accept the City of Wadsworth's offer of appointment as a full-time patrol officer in the WPD or, absent good cause, does not advise that City within five (5) days of her receipt of the City's offer of appointment as to whether she will accept such offer, the City is released from its obligations to her under this subparagraph 10a.

b. Regardless of whether Ms. Taylor accepts the City of Wadsworth's offer of appointment as a patrol officer as provided in subparagraph a of this Paragraph 10, the City shall provide Ms. Taylor with a gross monetary back pay award in the amount of \$12,000 to compensate her for the monetary loss she has incurred as a result of the City's alleged unlawful refusal to appoint her as a patrol officer on August 17, 1979. Of this gross monetary back pay award of \$12,000.00, \$8,239.00 shall be deemed

attributable to principal, and \$3,761.00 shall be deemed attributable to interest. That portion of the gross monetary amount attributable to principal (as opposed to interest) is subject to federal and state income tax withholding, as well as to Police and Firemen's Disability Pension Fund employee withholding and employer contributions. The City shall provide Ms. Taylor with this back pay award in two (2) installment payments of \$6,000.00 each, with the first installment due on or before March 15, 1984, and the second installment due on or before June 1, 1984.

11. The City of Wadsworth shall not retaliate or in any respect adversely affect Lenora Taylor because of either her filing of an EEOC charge against the WPD or her participation in or cooperation with this action.

V.

REPORTING AND RECORDKEEPING

12. The City of Wadsworth shall submit to the United States, within twenty (20) days after every six month period of time following the entry of this Decree, a report which sets forth all of the following information, all of which may be set forth in a single document:

a. A computer printout or other listing which sets forth the total number of personnel (sworn and non-sworn, full and part-time) employed by the WPD as of the end of that six-month period, with a numerical breakdown by rank (if sworn), job (if non-sworn), and sex;

b. The total number of persons who applied for appointment or transfer to the position of patrol officer during that six-month period, with a numerical breakdown by sex; and the total number of persons who passed and who failed, respectively, each selection qualification or criterion used by the WPD for appointment or transfer to that position during that six-month period, with a numerical breakdown by sex;

c. The full name, sex and date of appointment of each person who was appointed to the position of patrol officer during that six-month period;

d. The full name and sex of each person who either voluntarily left or was discharged from the WPD sworn force, and the reason or reasons why such person left (if known) or was discharged; and

e. The full name, sex and rank of each person who during that six-month period was transferred from the WPD's auxiliary sworn force to the WPD's regular sworn force, and the date of such transfer.

Such report shall be submitted to the United States by sending it to the undersigned counsel for the United States.

13. The City of Wadsworth shall retain during the life of this Decree, and shall make available to the United States for inspection and copying upon written request, all documents, records or other memoranda pertaining to the recruitment, selection, hire, assignment, transfer, promotion, demotion, discipline and termination of all personnel in the WPD. In addition,

the City of Wadsworth shall furnish reports and information to the United States pertaining to the City's compliance with this Decree.

VI.
COSTS

14. The United States and the City of Wadsworth shall bear their own costs, including attorneys' fees, of this action; and the City of Wadsworth shall bear all court costs.

VII.
RETENTION OF JURISDICTION

15. This Court shall retain jurisdiction of this action for the purpose of entering all orders, judgments and decrees which may be necessary to implement the relief provided herein. At any time after four (4) years after the date of entry of this Decree, the City of Wadsworth may move the Court, upon ninety (90) days notice to the United States, for a dissolution hereof. The City of Wadsworth shall be entitled to such dissolution of this

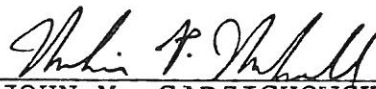
Decree, if it has complied with this Decree in all material respects.

ENTERED this ____ day of February 1984, in Cleveland, Ohio.



UNITED STATES DISTRICT JUDGE

AGREED AND CONSENTED TO:


On behalf of plaintiff United States of America,

By: 
JOHN M. GADZICHOWSKI
Senior Trial Attorney
MELISSA P. MARSHALL
Trial Attorney
Department of Justice
Civil Rights Division
Washington, D.C. 20530
(202) 633-2188

On behalf of the defendants City of Wadsworth,
City of Wadsworth Police Department and Michael
King, Chief of Police of the City of Wadsworth
Police Department,

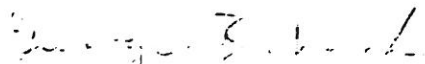
By: 
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On behalf of Lenora Taylor,



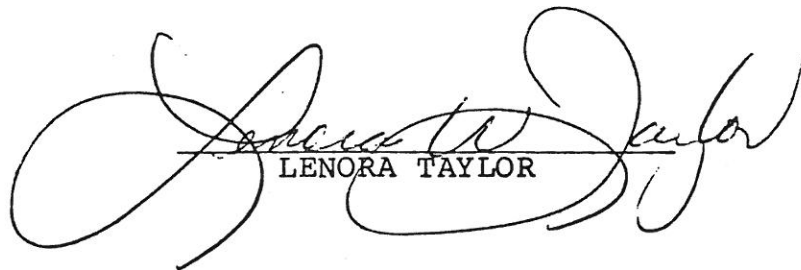
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On behalf of the Fraternal Order of
Police Lodge No. 45



GEORGE B. VASKO, ESQ.
Vasko, Howard & Morris, Co., LPA
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Akron, Ohio 44308
(216) 376-3607

I, LENORA TAYLOR, upon entry of this Consent Decree, hereby accept that relief to which I am entitled under Paragraph 10 of this Decree, in full and final settlement if any and all claims against the City of Wadsworth, the City of Wadsworth Police Department, Michael King, Chief of Police of the City of Wadsworth Police Department, and their officials, officers and employees, based upon discrimination with respect to job opportunities in the City of Wadsworth Police Department, in violation of any Federal, state or local equal employment opportunity laws, statutes, regulations or ordinances, occurring prior to the date of entry of this Decree.



LENORA TAYLOR

Sworn and subscribed to before
me this 12th day of MARCH 1984.



Notary Public

EDWIN L. PARMS, Attorney At Law
Notary Public - State of Ohio
My commission has no expiration date.
Section 147.03 R. C.