

**STATUTORY IMPASSE  
PROCEEDING UNDER THE AUSPICS  
OF THE STATE OF EMPLOYMENT RELATIONS BOARD  
FACT-FINDER'S REPORT AND RECOMMENDATION**

STATE EMPLOYMENT  
RELATIONS BOARD

MAY 14 10 43 AM '99

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**IN THE IMPASSE BETWEEN:**

**FRATERNAL ORDER OF POLICE,  
LODGE #15, AND PARMA SUPERVISORS UNIT**

**-AND-**

**CITY OF PARMA**

**SERB CASE NUMBER: 97-MED-10-1179**

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**FACT-FINDER'S REPORT AND RECOMMENDATION  
FACT-FINDER: DAVID M. PINCUS  
DATE: MAY 9, 1999**

**APPEARANCES**

**For the City**

Robert M. Dybzinki  
Gary Palinkas  
Jack L. Petronelli

Safety Director  
Chief of Police  
Attorney

**For the Union**

Kim Cornachio  
Robert DeSimons  
Frank Boimeyer

Lieutenant  
Sergeant  
Attorney

**BACKGROUND OF FACT-FINDING**

The City of Parma (hereinafter referred to as the "City" or the "Employer") is the eighth largest city in Ohio, and is located in Cuyahoga County. The police department consists of approximately 101 individuals. The bargaining unit involved in the present dispute is characterized as a supervisory unit consisting of: four (4) Captains, four (4)

Lieutenants, and seven (7) Sergeants. The parties have engaged in negotiations in accordance with procedures specified in Ohio Revised Code, Chapter 4117.

The existing Collective Bargaining Agreement contains a re-opener for the purpose of negotiating wages and benefits effective January 1, 1998 (Exhibit 1). It should be noted that the parties have agreed that recommended benefits shall be retroactive to April 1, 1998.

The parties' prior bargaining efforts have resulted in a series of tentative agreements, which shall be incorporated into the re-opened portions of the existing Collective Bargaining Agreement (Exhibit 1). These Agreements include in pertinent part:

**ARTICLE 24            UNIFORM MAINTENANCE ALLOWANCE**

Section 24.01            Effective April 1, 1998, all employees shall receive an annual payment in the amount of \$1,380. This amount shall be paid by May 15<sup>th</sup> of each year.

Section 24.01            This allowance shall be for the purpose of maintaining uniforms and for the purpose of securing additional or replacement uniforms or equipment as required.

**ARTICLE 25            INSURANCE**

The Employer shall provide and pay the cost of the existing \$25,000 life insurance policy.

**ARTICLE 26            TRAINING AND EDUCATION LEAVE**

Section 26.05            The City shall reimburse all Bargaining Unit employees for costs incurred for books and tuition for any successfully completed course related to police and law enforcement curriculum that had prior approval by the Safety Director and the Chief of Police. Such reimbursement is contingent upon attaining a 2.0 grade average or better. Upon successful completion of the course, the books will be turned over to the police library.

**ARTICLE 37            PROMOTIONS**

Section 37.02 A Civil Service examination shall be given and a promotional list of successful applicants shall be compiled in accordance with the Rules and Regulations of the Civil Service Commission, except that no employee shall be eligible to take the exam without having one year currently in the rank immediately below the rank in which the vacancy exists at the time of the written exam. Upon completion of the test, Civil Service will seal all scores and all candidates will receive their written score by mail. An eligibility list will be posted by Civil Service in alphabetical order without indication of the candidates' test score or placement. Upon the Safety Directors request of the names of the top three candidates, the Civil Service office will supply the names in alphabetical order so that oral interviews may be conducted. At no time will Civil Service indicate the order of the candidates scoring nor his or her score. The Promotion Board will conduct interviews for the open position, interviewing Officers based on alphabetical order.

#### ARTICLE 38 DURATION OF AGREEMENT

Section 38.01 Effective retroactively to April 1, 1998, upon verification by the Fraternal Order of Police and shall remain in force and effect until March 31, 2000.

The sole issue remaining for fact-finding involves various matters involving Article 28 – Salary Schedule and Supplements. These matters were reviewed by this Fact-Finder by emphasizing criteria specified in Ohio Revised Code Section 4117.14(c)(4)(e), Section 4117.14(g)(7) and Section 4117.14(g)(7)(a-f). These guidelines include in pertinent part:

1. Past collectively bargained agreements, if any, between the parties.
2. Comparison of the issues submitted to final offer settlement relative to the employees in the bargaining unit involved with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved.
3. The interests and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service.
4. The lawful authority of the public employer.
5. The stipulations of these parties.
6. Such other factors, not confined to those listed in this section, which are normally or traditionally taken into consideration in the determination of the issues submitted to final offer settlement through voluntary collective bargaining, mediation, fact-finding,

or other impasse resolution procedures in the public service or in private employment.

Each of the above mentioned factors were considered and given appropriate weight when deemed relevant by the Fact-Finder.

The following reflects the evidence and testimony presented by the parties, and the application of the relevant guidelines previously described. The subsequent portions of this report shall summarize each party's arguments and evidence pertaining to the issues at impasse, followed by this Fact-Finder's recommendation.

### **IMPASSE ISSUES**

#### **ARTICLE XXVII – SALARY SCHEDULE**

The Union seeks to modify the existing provision in two major ways. It wishes to establish a specific rank differential for the supervisory unit by using the fourth year patrol officer's newly negotiated percentage wage increase as the threshold for the duration of the Agreement. A certain specified factor would be added to his amount resulting in a fixed rank differential for others within the supervisory ranks. The following reflects the Union's proposal regarding rank differentials:

**Effective April 1, 1998:**

4 <sup>th</sup> year Patrolman – Sergeant	14.5%
Sergeant – Lieutenant	11.5%
Lieutenant – Captain	11.5%

**Effective January 1, 1999**

4 <sup>th</sup> year Patrolman – Sergeant	16.5%
Sergeant – Lieutenant	12.0%
Lieutenant – Captain	12.0%

It should be noted that the rank differential proposal is linked with a specified concession. If it is, indeed, recommended by the Fact-Finder and accepted by the Employer, the Union is willing to forego any future bargaining demands regarding

percentage wage increases. Rather, it is willing to negotiate future specified differentials between the ranks.

The Union, moreover, proposes a signing bonus for the supervisory unit. The bonus would be computed in a manner similar to that agreed to with the Patrol Division. The previously discussed re-opener was effective January 1, 1998, but the agreement for wage computation purposes became effective April 1, 1998. As such, the supervisory unit, like the Patrol Division, should be granted a bonus for the first three months of 1998. The signing bonus should be based on twenty-five percent (25%) of the yearly raise, which results when one applies the previously mentioned rank differential percentages. Such a computation would lead to the following 1998 signing bonus for the Supervisors Unit:

Sergeant	\$ 665.00
Lieutenant	\$ 845.00
Captain	\$ 1,050.00

The Union asserts that the proposed rank differentials are justified, and necessary, based on a number of documented considerations. Without a specified rank differential, the realized differential will continue to erode. Over the past few negotiation cycles, the wage bargain negotiated with the Patrol unit has allowed it to prorate, as it desires, the percentage wage increase mutually agreed to by the parties. For whatever reason, the majority of each increase has been given to those in the 4<sup>th</sup> year Patrolman rank. Even though the Supervisory Unit has received the same general increase over the same time period, the supervisory differential has continued to erode over time.

Adopting the proposal would lead to a mutually intended benefit. The Employer would no longer be required to negotiate a general wage increase with the Supervisory

Unit. As such, competition between the units for yearly pay raises would be eliminated since future increases for the Supervisors would automatically be based on raises awarded the Patrol Unit.

An equally important consideration deals with the motivational impact of an increased, and specified rank differential for promotional purposes. The geometry of the present payment arrangement has caused a significant decline in the percentage of Patrol Officers willing to sit for promotional exams. This undesirous outcome can be explained by the erosion of the rank differential over the years; and a related perception that supervisory duties and responsibilities are not being compensated for at a commensurate level. At the present time, if one factors in overtime opportunities, Patrol Officers have the opportunity to earn more than Sergeants.

Acceptance of the Union's proposal is critical based on the demographic realities facing the Department. Within the next five years, eight (8) of the fifteen (15) supervisors will reach retirement age. Without increasing and specifying a rank differential, the pool of Patrol Officers seeking advancement will be limited in number and quality.

The proposed increase also recognizes the meritorious service provided by the Supervisory Unit. The Employer readily admits that these individuals are performing at a level, which exceeds expectations. These duties are being performed while being required to supervise more Patrolmen than the majority of comparable municipalities. The City of Parma has a much larger population, which requires increased decision-making. The new police station has also expanded the Supervisors' duties and

responsibilities. These circumstances will continue to expand as the Department grows and becomes more sophisticated.

The signing bonus proposal should be awarded based on parity considerations. The proposed calculation merely reflects the criteria agreed to by the parties in the Patrol Officers negotiations.

### **The Employer's Position**

The Employer proposes the following wage increases for the periods in dispute.

Effective April 1, 1998 – 4%

Effective January 1, 1999 – 4%

It should be noted that the Employer did not propose any specified rank differential. Also, it is not opposed to any signing bonus if the Union agrees to the 4% increase per year without a specified rank differential. The signing bonus would be configured in a manner identical to the criteria used for the Patrol Unit's compensation. Any deviation from the previously mentioned specifics would negate any consideration of a signing bonus. Also, the Employer would allow the Union to prorate the increase within the various ranks in a manner similar to the option allowed the Patrol Unit.

The 4% proposed increase is deemed reasonable and in line with internal and external comparables. The Patrol Unit, as well as all other bargaining units, received and accepted a 4% wage increase. The Patrol Unit's decision to allocate this sum, in no way, limits or alters this conclusion. Just because the 4<sup>th</sup> year Patrol Officer rank received a disproportionate portion of this increase does not alter the previously described pattern. Internal parity must be maintained, otherwise, tremendous

competition between the various bargaining units would ensue, causing collective bargaining chaos.

The external comparables clearly support the reasonableness of the City's proposal. The 4% proposal causes all ranks within the Supervisory Unit to realize a wage in excess of the area comparable averages. This outcome consistently applies for the two year period without any specified rank differential.

The Union's proposal is deemed excessive because of the proposed rank differential factor. The resultant percentage increases would significantly exceed 3% to 3½% increases negotiated statewide. Cost of living indications, which have hovered around 2%, fail to reinforce the Union's position.

#### **The Fact-Finder's Opinion and Recommendation**

Based on the evidence and testimony introduced at the Fact-Finding hearing, a complete review of the record and criteria specified in the Ohio Revised Code, the Fact-Finder recommends that Article 28 – Salary Schedule and Supplements incorporate the following rank differential benefit:

##### **Effective April 1, 1998:**

4 <sup>th</sup> Year Patrolman – Sergeant	14%
Sergeant - Lieutenant	11%
Lieutenant – Captain	11%

##### **Effective January 1, 1999:**

4 <sup>th</sup> Year Patrolman – Sergeant	15%
Sergeant - Lieutenant	12%
Lieutenant – Captain	12%

This recommendation is clearly supported by a deteriorating rank differential history. For whatever reason, the City has allowed the Patrol Unit to prorate their yearly

increases without realizing the detrimental impact on negotiated outcomes for the Supervisory Unit. In 1990, the rank differential between a top grade Patrolman and Sergeant was 17%. That same differential has eroded to 12.8% for 1997. Similar consequent erosions exist for Sergeant's-Lieutenant's and Lieutenant's-Captains because a specific rank differential has never been specified, while the Patrol Unit has been allowed to allocate increases.

The specified rank differentials recommended by the Fact-Finder are clearly warranted for other reasons. A well-managed safety department needs a continuous qualified applicant pool into the supervisory ranks. Data introduced at the hearing clearly indicate that Patrolmen do not view supervisory opportunities as viable professional alternatives. In 1997, only 18% of Patrol Officers sat for the Sergeant's promotional exam. These perceptions seem justified if they can achieve economic gains without any additional supervisory duties and responsibilities.

The convergence of a number of other circumstances does, however, generate a significant problem. The City of Parma is growing, and is building a new police station. Supervisory tasks and responsibilities are expanding, while a significant percentage of the supervisory ranks will be retiring.

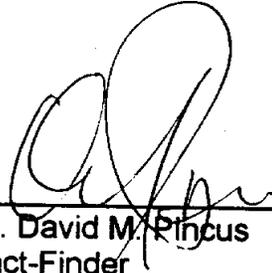
The recommended rank differential should induce some competition for future promotional opportunities. More qualified applicants are necessary if the Employer wishes to perpetuate a highly qualified Supervisory Unit. It should also elevate the Supervisory Unit in terms of status and esteem, honorable and necessary outcomes, which enable supervisory control and direction.

Internal parity is encouraged by the recommended differentials. Parity will never be accomplished if the status quo is perpetuated. Historically, a 15% rank differential is normally articulated in safety service contracts. The recommended differentials are lower than this benchmark and still lower than those proposed by the Union. At least, in my view, acceptance of this recommendation will place the train in the right tracks. The recommendation, moreover, reflects some form of "catch-up" without significantly digressing from outcomes realized in comparable municipalities.

The Employer gains another benefit if the Fact-Finder's recommendation is accepted. Once the rank differentials are put in place, future negotiations regarding general wage increases, will no longer be necessary. The Supervisory Unit will merely negotiate over the existing rank differentials without any realistic need to bargain over general wage increases.

The previous analysis clearly supports a signing bonus. Parity considerations further support this notion. The record fails to support any reason for distinguishing the present bargaining unit from the Patrol Unit. As such, the Fact-Finder recommends that the Supervisory Unit shall be compensated for the first three months of 1998. This signing bonus shall be based on twenty-five percent (25%) of the yearly raise recommended in a prior portion of this report. A signing bonus shall be computed for each supervisory rank using the same criteria.

5/10/99  
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May 10, 1999  
Moreland Hills, Ohio

  
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Dr. David M. Pincus  
Fact-Finder