STATE OF IOWA
BEFORE THE PUBLIC EMPLOYMENT RELATIONS BOARD

CHAUFFEURS, TEAMSTERS & HELPERS, LOCAL UNION #238, Complainant,	)	
and	)	CASE NO. 102158
CITY OF DEWITT, Respondent.	)	

PROPOSED DECISION AND ORDER

The Complainant, Chauffeurs, Teamsters & Helpers, Local #238 (Teamsters or Union), filed a prohibited practice complaint with the Public Employment Relations Board (PERB or Board) pursuant to Iowa Code section 20.11 and PERB rule 621—3.1(20). The complaint contends the Respondent, the City of DeWitt, committed prohibited practices within the meanings of Iowa Code sections 20.10(1), 20.10(2)(*a*) and 20.10(2)(*e*) when, during the course of negotiations, the City violated section 20.17(3) by failing to present an initial proposal and identify permissive topics it wished to exclude in their successor agreement; failed to negotiate in good faith; negotiated directly with bargaining unit members; and interfered with bargaining unit members' section 20.8 rights as a result. The City denies its commission of prohibited practices.

The undersigned administrative law judge (ALJ) held the evidentiary hearing in the City of DeWitt in October 2018. The Teamsters is represented by attorney Jill Hartley and the City is represented by attorney Robert McGee. Both filed briefs, the last of which was filed on November 19, 2018.

Based upon the entirety of the record, as well as the parties' arguments, I conclude the Teamsters established the City's commission of prohibited practices.

I. FINDINGS OF FACT.

The Teamsters is the employee organization certified to represent the City's public works bargaining unit of employees. For this unit, the Teamsters and the City have negotiated and been parties to successive collective bargaining agreements (agreement or contract). The events at issue arose in the parties' negotiations for a new contract for the agreement expiring June 30, 2018.[1] The chief negotiators for both agreements were Teamsters' Business Representative Greg Hearns and City Administrator Steve Lindner.

In September 2017, Hearns sent a letter to Lindner to begin negotiations. The parties typically had two meetings in accordance with section 20.17(3). For the other organized City unit, the police, Lindner set November 8 and 16, 2017, for the "two required open meetings" with the police presenting its initial bargaining position first and the City presenting its initial bargaining position at the second meeting.

In November, Hearns prepared an internal draft of the Teamsters' contract proposals with the assistance of his chief union steward, Larry Chapman. At this same time, Lindner prepared a draft "addendum" to the City's personnel

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[1] Their negotiations occurred after chapter 20 was amended by 2017 Iowa Acts, House File 291. The legislation eliminated the former laundry list of 18 mandatory subjects of bargaining and replaced it with one mandatory subject of, "base wages," for all non-public-safety units. Dues checkoffs, political related payroll deductions, insurance, political related leaves of absence, supplemental pay, transfer procedures, evaluation procedures, procedures for staff reduction, and subcontracting services are now excluded subjects of bargaining while all other topics are now permissive subjects.

policy. On December 20, 2017, Hearns sent a copy of the Teamsters' proposal to Lindner and they exchanged emails to set bargaining dates with a copy to Chapman:[2]

> Lindner: What times are you and PWs available to meet on January 10th? That is the best date for me.
>
> Hearns: We're good anytime after 3:30. What's the plan for the 10th? Are we just exchanging proposals, or are we going into bargaining?
>
> Lindner: I will check with my committee. I would like to get right into things, however Chaper 20 calls for at least two open meetings. Again, I will see what the committee wants to do.

The City never responded back with a second date. On January 8, 2018, Lindner emailed Chapman to confirm negotiations and asked to meet "for a couple of minutes to discuss items that would no longer be in the contract." Chapman responded that he was leaving for vacation and would not be at negotiations. They met the next day in the hallway and Lindner provided a copy of the City's personnel policy addendum to Chapman. Chapman did not provide a copy to Hearns.

The parties met on January 10, 2018. The Teamsters' negotiating team consisted of Hearns and four members. Lindner and two council members were present for the City. Lindner began by stating that the City was only required to bargain base wages. Hearns replied the City was "only required to bargain base wages, but everything else is open to bargaining still, so – other than dues

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[2] A few days prior, Chapman had sent an informal outline of the Teamsters' initial proposals to Lindner.

deductions and insurance." Hearns then presented the Teamsters' initial written proposal:

> CITY OF DEWITT UNION PROPOSAL
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> The Union reserves the right to make such additions, corrections and amendments to this proposal as it deem[s] proper during the course of negotiations. All articles shall remain the same except for the following:
>
> . . . .
>
> I. Appendix I Wages
> a) Wage increase – 3% for 3 years
> b) License pay increase - .02 cents
> c) Addition of Crane Operator license to the "license pay"
> II. Article 7 Section 5
> a) Increase standby pay $10 per day

Lindner commented, "These numbers are close to the numbers that we were going to present to you guys." As he indicated the City's numbers, Hearns wrote them down next to each Teamsters' proposal: *"2.85% - 5 yrs. per yr."* for wages; *"-.01"* for license pay; *"-ok"* for the addition of crane operator; and *"$5.00"* for standby pay.[3] The Teamsters responded, "If this is what we're going to get, we're good with it." The parties then stood and shook hands and the meeting ended. The City never presented a written proposal and never advised the Teamsters of its intent to exclude permissive subjects from the agreement. Lindsey referenced the addendum twice, but never elaborated. Nor did he bring a copy to the meeting. Lindner's minutes (not posted or public or distributed to the Teamsters) reflect that the Union settled for a 2.825% wage increase for five years and "all other items previously in the Union Contract to be in the Public

[3] I am not persuaded that the parties only discussed wages as Lindner testified. Hearns wrote the City's proposed numbers down as reflected in Union Exhibit B. Both Hearns and Teamsters' negotiating team member, Abraham Fox, testified that the parties discussed all of the Teamsters' listed items: wages, license pay, and standby pay.

Works Addendum to the Personnel Policy." The parties never set a second negotiation session although it was listed on Lindner's prepared agenda. Their negotiations lasted twenty minutes.

On January 24, 2018, Lindner emailed what he purported to be the negotiated contract and the addendum to public works departments for feedback. It is unknown who received and read the email. On February 5, the City Council approved the contract and the addendum. Lindner never provided a copy of the contract or the addendum to Hearns before the council's approval.

At the end of February, Hearns received, for the first time, copies of the parties' purported agreement for his signature and page one provided:

DEWITT PUBLIC WORKS AGREEMENT 2018-2023
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Unbeknownst to Hearns, the City mayor and two others had signed for the City and Chapman had signed the agreement for the Teamsters. Two Teamsters' signature lines for "Jesse Case, Secretary-Treasurer" and the "Business Agent" were blank. Hearns had never been provided a copy of the written agreement to review and approve so he had not submitted it to the membership for ratification.

Hearns was concerned when he saw that some articles had been left out of the agreement. He contacted Lindsey and then Chapman who informed him

of the addendum and sent him a copy that day, February 27, 2018.[4] The addendum included: the statement, "Base wages will be determined by the bargaining agreement;" an increase to standby pay of $10.00; additions to vacations; changes to insurance; an increase of $ .01 to license pay; and the addition of crane operators to those receiving license pay.

With respect to articles included in the successor contract, Lindner testified that he had not discussed "grievance procedures" with the Teamsters.[5] Lindner also testified that it was not his intent to negotiate "dues deductions," but he had left the article in the contract and added, "I left what seemed to me the bones of the contract" for "administrative dealings." He had not discussed any of those provisions with the union.

After Lindsey was unwilling to change the contract when Hearns contacted him again, the Teamsters filed this prohibited practice complaint.

II. CONCLUSIONS OF LAW.

The Teamsters allege that the City committed prohibited practices within the meanings of Iowa Code sections 20.10(1), 20.10(2)(*a*) and 20.10(2)(*e*) when, during the course of negotiations, the City violated section 20.17(3) by failing to present an initial proposal and identify permissive topics it wished to exclude in their successor agreement; failed to negotiate in good faith; negotiated directly

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[4] Aside from Chapman, the record is unclear if and when other bargaining unit members saw the addendum.

[5] The articles included in the successor agreement consist of items that could be deemed permissive subjects of bargaining, *i.e.*, grievance procedures, or excluded subjects, *i.e.*, dues deductions. They are referred to collectively as non-mandatory subjects of bargaining.

with bargaining unit members; and interfered with bargaining unit members' section 20.8 rights as a result. The relevant sections provide:

> **20.10 Prohibited practices.**
> 1. It shall be a prohibited practice for any public employer, public employee, or employee organization to refuse to negotiate in good faith with respect to the scope of negotiations as defined in section 20.9.
> 2. It shall be a prohibited practice for a public employer or the employer's designated representative to:
> *a.* Interfere with, restrain, or coerce public employees in the exercise of rights granted by this chapter.
> *e.* Refuse to negotiate collectively with representatives of certified employee organizations as required by this chapter.

Iowa Code § § 20.10(1), 20.10(2)(*a*) and (*e*).[6]

In prohibited practice proceedings, the complainant bears the burden of establishing each element of the charge. *UNI-United Faculty & State (Bd. of Regents*, 2019 PERB 100798 at 10; *Int'l Ass'n of Prof'l Firefighters, Local 2607 & Cedar Rapids Airport Comm'n*, 2013 PERB 8637 at 10.

Section 20.17(3) provides:

> **20.17 Procedures.**
> 3. Negotiating sessions, strategy meetings of public employers, mediation, and the deliberative process of arbitrators shall be exempt from the provisions of chapter 21. However, the employee organization shall present its initial bargaining position to the public employer at the first bargaining session. The public employer shall present its initial bargaining position to the employee organization at the second bargaining session, which shall be held no later than two weeks following the first bargaining session. Both sessions shall be open to the public and subject to the provisions of chapter

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[6] All Code references are to Iowa Code (2017) as amended by 2017 Iowa Acts, House File 291.

Contrary to the City's assertion, the Teamsters need not establish that the prohibited practice was done willfully. Through a statutory amendment effective July 1, 2010, "willful" is no longer an element required to establish a prohibited practice. *See* Iowa Code § 20.10 (2009) as amended by 2010 Iowa Acts, House File 2485.

The section 20.10(2)(*a*) claim is derivative of the other claims that the City committed prohibited practices within the meanings of Iowa Code sections 20.10(1),(2)(*e*). *See UNI-United Faculty & State of Iowa (Bd. of Regents*), 2019 PERB 100798 at 10.

> 21. Parties who by agreement are utilizing a cooperative alternative bargaining process may exchange their respective initial interest statements in lieu of initial bargaining positions at these open sessions. . . .

Iowa Code § 20.17(3).[7]

Cases alleging a party has failed to engage in good faith bargaining, including those involving a claimed violation of Iowa Code section 20.17(3), are addressed on a case-by-case basis. *Pub. Prof'l and Maint. Ees., Local 2003 & Johnson Cnty.*, 2006 PERB 6662 at 8. The presence or absence of a party's good faith is a fact-specific determination made only after an examination of the totality of the party's conduct. *AFSCME/Iowa Council 61 & Carroll Cnty. Conservation Bd.*, 2004 PERB 6918 at 3. The totality of conduct examined includes conduct away from the table. *UNI-United Faculty & State of Iowa (Bd. of Regents*), 2019 PERB 100798 at 15.

A. Iowa Code section 20.17(3) requirements.

This case is an example where the parties failed to have a "meeting of the minds" on the "agreed-upon" contract and illustrates why it is important for parties to comply with Iowa Code section 20.17(3). The City contends it was not required to address each permissive subject it was unwilling to bargain; it complied with section 20.17(3) by informing the Teamsters that it would not bargain permissive subjects; a second meeting was unnecessary because the parties reached agreement; and any miscommunication that resulted does not constitute a prohibited practice. I disagree when section 20.17(3) case law

[7] Contrary to the City's assertion, the parties did not utilize the section 20.17(3) referenced "cooperative alternative bargaining process" or what is commonly known as "interest-based bargaining."

dictates otherwise and the parties' negotiations were significantly compromised from the outset by the City's insufficient initial bargaining position.

Earlier PERB cases have construed section 20.17(3) in the context of determining an employer's duty to present an "initial bargaining position" in the second public bargaining session. The employer must set forth its own bargaining proposals and also respond to all areas addressed by the employee organization's initial bargaining position. *Oelwin Cmty. Educ. Ass'n & Oelwein Cmty. Sch. Dist.*, 1980 HO 1593 at 8 (noting section 20.17(3) was added to allow the public access to information pertaining to the start of negotiations). *See also Fort Dodge Educ. Ass'n & Fort Dodge Cmty. Sch. Dist.*, 1983 ALJ 2373 (ALJ concluded the employer violated section 20.17(3) by failing to respond in its initial position to the Association's proposals).

The employer's initial proposals must be made in accordance with the language customarily used by the negotiating teams, and must be specific enough for the parties to agree upon the proposals at the moment they are introduced. *Davenport Cmty. Sch. Dist. & Davenport Educ. Ass'n*, 1983 PERB 2458 at 4 (employer's expression of willingness to negotiate in good faith was not specific enough to constitute an initial bargaining position). Adherence to these requirements furthers the legislative purpose of allowing "the public to know the initial bargaining positions, and thus, the outside parameters of the dispute, without opening the entire bargaining process." *Id.*

The Supreme Court succinctly described section 20.17(3) requirements:

> [S]ection 20.17 requires that the parties' initial statement of position be a meaningful one, giving reasonable notice of their

> proposals to the other side and to the public. If the initial proposal is so devoid of meaningful information that it does not give reasonable notice, the offending party might well be found to have violated section 20.17.

Cedar Rapids Ass'n of Fire Fighters, Local 11 v. Iowa PERB, 522 N.W.2d 840, 842-43 (Iowa 1994). Based on this guidance, the Board stated that "in order to be 'meaningful' and to provide 'reasonable notice,' proposals must necessarily be stated clearly and specifically, and responses to the proposals of the other side must be given." *See Sioux City Educ. Ass'n & Sioux City Cmty. Sch. Dist.*, 1998 PERB 5842 at 13-14.

The Board addressed this specificity requirement in an earlier declaratory order proceeding, *Iowa State Educ. Ass'n*, 1989 PERB 4020. The Board concluded that a hypothetical employer's initial position, that topics were "open for discussion" and were "tied in with" the employer's proposed salary schedule, was insufficient to comply with section 20.17(3). *Id.* at 6. For a proposal regarding permissive subjects, the Board stated in part,

> Merely 'opening for discussion the permissive language currently contained in the contract', and reserving the employer's undisputed right to delete such language at some future time, does nothing to advise the public whether a dispute over permissive language exists, much less the outside parameters of such a dispute. . . .
>
> . . . .
>
> [W]hen a position concerning the deletion of all of 'the permissive language currently contained in the contract' is put forth, the party assuming such a position is under an obligation to identify with specificity the language to be deleted. This is not because a party is under a duty to provide a reason for advancing any component of its initial bargaining position, but instead because such a disclosure is necessary in order to enable the public to clearly discern the submitting party's actual opening position on the issue at the public meeting.

Id. at 7.

In the present case, the City presented an initial position that was nothing like the "negotiated" agreement the City sent to Hearns to execute. The City's initial bargaining position was not clear, specific, or responsive; it was plainly inadequate to constitute reasonable notice to the public or the Teamsters. As required by the statute, the Teamsters presented its initial bargaining position in an open public meeting. The City did not schedule a second meeting to present its own written initial position in response as was customary for the parties and as contemplated by section 20.17(3). Instead, the City responded, "These numbers are close to the numbers that we were going to present to you guys." The City then provided what the Teamsters reasonably believed to be responsive proposals to its listed items and an agreement to keep all other articles the same. In the absence of any other indication from the City, the Teamsters had no way of knowing that there was anything but an agreement to its proposal. If the City's initial position was misunderstood by the Teamsters then it would have been impossible for the public to discern the City's initial starting point of negotiations as the legislature intended by the section 20.17(3) requirements.

The City presented an inadequate position despite Lindner being well aware of the City's obligations pursuant to section 20.17(3). Additionally, Lindner had a copy of the Teamsters' written proposal since December. He knew the Teamsters planned to maintain all current articles in the successor agreement in addition to "base wages." Nonetheless, Lindner never presented a responsive written proposal or a copy of the addendum at negotiations and he

never engaged in meaningful discussions with the Teamsters over contractual provisions the Teamsters wished to maintain.

The City's statement at the outset that it was only required to negotiate base wages did not satisfy the City's obligations pursuant to Iowa Code section 20.17(3). For one, the City was obligated to present its initial bargaining position in response to and after, not before, the Teamsters presented its initial position. Second, once the Teamsters proposed to keep all other articles the same (implicitly including permissive subjects in the successor agreement), the City was required to negotiate in good faith and specifically respond to that proposal in a meaningful way. It is a prohibited practice for the employer to refuse to negotiate "with respect to the scope of negotiations as defined in section 20.9," which includes "other matters mutually agreed upon," referring to the so-called permissive subjects of bargaining.

While a party has the right to refuse to bargain over permissive subjects, when permissive subjects are dealt with, they must be dealt with in good faith. *See Howard Cnty.*, 1989 PERB 5842. Either party has the right to at least initially propose discussions on permissive subjects and the other side has a duty to respond in its initial position, even if the response is "No" or "Delete," in order to frame the parameters of the dispute and define the issues at stake in the negotiations. *Sioux City Educ. Ass'n*, 1998 PERB 5842 at 19. When the parties use an existing agreement as a basis for their proposals and a party's position is to "delete" all permissive topics (to not include any topics it believes to be permissive in the successor agreement), that party must identify the topics

it believes are permissive and is referencing in its proposal. *Pub. Prof'l and Maint. Ees.*, 2006 PERB 6662 at 7. "Such identification furthers the legislative purpose behind the Iowa Code section 20.17(3) requirement that the parties' presentation of their initial bargaining positions be open to the public, *i.e.*, to give reasonable notice of a party's initial proposals to the other side and the public." *Id.* (citing *Cedar Rapids Fire Fighters*, 522 N.W.2d 840, 842).

In the present case, the City was required to respond to the Teamsters' proposal by identifying all the articles or items it believed were not base-wage related, *i.e.*, non-mandatory, and its position on each, *i.e.*, to exclude or include each article. The City failed to identify its position on the negotiability status of the proposed articles and items. This should have been a critical discussion especially at the time when the law was relatively new and litigation on the definition of "base wages" was still pending. *See United Elect., Radio & Mach. Workers of Am. V. Iowa PERB*, 928 N.W.2d 101 (Iowa 2019). Nonetheless, Lindner never discussed his understanding of what constituted "base wages." Without this information, the Teamsters was unable to determine if there was a negotiability dispute.

The City also failed to identify its position on the articles it intended to include or exclude in the successor agreement. Although Lindner put "grievance procedures" in his version of the contract, he testified the City never discussed the topic with the Teamsters. He never intended to negotiate dues deductions. Yet, Lindner unilaterally determined to include this article as well in the successor agreement along with other items he referenced as the "bones" of the

expiring contract. These "bones" were not mandatorily negotiable base-wage articles, but Lindner unilaterally determined they were relevant to "administrative dealings." "The concept of good faith bargaining requires the parties to include in their initial positions all items which the parties, in good faith, believe are at issue." *Cedar Rapids Ass'n of Firefighters, Local 11 & City of Cedar Rapids*, 1992 PERB 4591 at 10. Because the City considered certain articles at issue, and, for reasons already stated, the City should have proposed the inclusion of these articles in its initial position just as it should have proposed the exclusion of others. The City did neither and violated Iowa Code section 20.17(3) for all of the reasons discussed.

B. Duty to bargain in good faith.

Not every violation of section 20.17(3) necessarily constitutes a prohibited practice and the assessment must be based on the facts and circumstances of each case. *Sioux City Educ. Ass'n*, 1998 PERB 5842 at 18, fn. 3.[8] Based on the facts and circumstances of the City's total conduct here, the City's violation of section 20.17(3) was done in bad faith and constituted prohibited practices. The City's initial bargaining position presented on January 10 was a substantial departure from section 20.17(3). It was not presented in a second meeting nor was notice given to the Teamsters or the public that the City would present it on January 10. The City's position was not clear, specific, or responsive to the

[8] When the statute once required an element of "willful," a determining factor of whether a section 20.17(3) violation rose to the level of a prohibited practice turned on whether the impact was significant in scope or done with such knowledge or reckless disregard for the facts as to effectively thwart or frustrate the negotiations process. *See, e.g., Sioux City Educ. Ass'n*, 1998 PERB 5842 at 16 (citing to *Cedar Rapids Ass'n of Fire Fighters*, 522 N.W.2d 840).

Teamsters' proposals. The City failed to identify non-mandatory subjects and its intent to include or exclude those related articles. The City did not negotiate proposed permissive subjects in good faith. The result of the City's violation of section 20.17(3) was not a benign misunderstanding as the City suggests. Rather, the City's inadequate initial bargaining position significantly compromised the parties' negotiations and their failure to have a collective bargaining agreement.

The City's subsequent actions and the totality of its conduct support the conclusion that the City acted in bad faith. The City failed to negotiate in good faith, subsequent to January 10, when it unilaterally put together the "bones" for the successor agreement. The duty to bargain in "good faith" has been generally characterized as the obligation to participate actively in deliberations with a present intention to find a basis for agreement and a sincere effort to reach a common ground. *Int'l Ass'n of Prof'l Firefighters, Local 2607*, 2013 PERB 8637 at 11 (quoting *NLRB v. Montgomery Ward & Co.*, 133 F.2d 676, 686 (9th Cir. 1943)). From Lindner's testimony, it is undisputed that the City had no intention of bargaining the successor agreement with the Teamsters. The City knew the Teamsters' initial bargaining position ahead of time, but the City did not participate in deliberations with a present intent to find a basis for agreement and a sincere effort to reach a common ground. Lindner unilaterally determined what would be included in the successor agreement and failed to negotiate in good faith with the Teamsters.

The parties failed to reach a "meeting of the minds" in a successor agreement due solely to the City's conduct throughout the process. The City presented an insufficient bargaining position in violation of section 20.17(3) and failed to participate in deliberations with a present intent to find a basis for agreement. Based on an examination of the totality of the City's conduct, the record supports the conclusion that the City failed to negotiate in good faith. Thus, the Teamsters established the City committed prohibited practices within the meanings of Iowa Code sections 20.10(1) and 20.10(2)(*a*).

C. Bypassing the certified employee organization.

As a final issue, the Teamsters assert that the City bypassed the certified employee organization when Lindner failed to provide copies of the addendum or the draft agreement to Hearns. It is well settled it is a prohibited practice for a public employer to bypass the certified bargaining representative and negotiate directly with individual bargaining unit members. *Am. Fed'n of State, Cnty. & Mun. Ees., Council 61 & City of Clinton*, 1988 PERB 3391 at 9. The Board has stated, "[T]he employer has an obligation to bargain exclusively with the employees' chosen representative [and] [] the employer may not deal directly with the employees." *Akron Educ. Ass'n & Akron Cmty. Sch. Dist.*, 1978 PERB 1161 at app. 10. However, mere reporting of a proposal to employees does not constitute a prohibited practice. *See Clarke Cmty. Educ. Ass'n & Clarke Cmty. Sch. Dist.*, 2011 ALJ 8268 at 19.

I agree with the Teamsters that the City bypassed the Teamsters and committed a prohibited practice within the meaning of Iowa Code section

20.10(2)(*e*) when Lindner failed to provide critical information to Hearns. Although Lindner was aware that Hearns was the chief negotiator, he never provided a copy of the addendum to Hearns or a draft of the agreement to review before execution. Instead, Lindner gave the addendum to Chapman who was leaving for vacation then after negotiations, Lindner sent the agreement and addendum out to the public works department for feedback. The City's conduct did not constitute mere reporting when Lindner requested feedback.

The City's conduct, in bypassing the certified employee organization, contributed significantly to the parties' failure to have a "meeting of the minds" on the negotiated agreement. Accordingly, the Teamsters established the City committed a prohibited practice within the meaning of Iowa Code section 20.10(2)(*e*).

Consequently, the ALJ proposes entry of the following:

ORDER

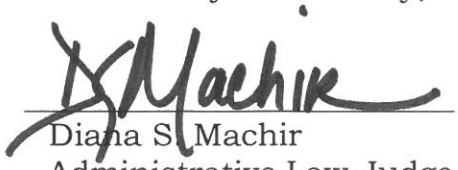
The administrative law judge retains jurisdiction of the matter. The parties are ordered to meet with a representative of the Public Employment Relations Board within 20 days of the date below for the purpose of formulating appropriate remedies for the prohibited practices committed. Any such agreement reached by the parties shall provide, at a minimum, for the issuance of an order that the City cease and desist from further violations of Iowa Code sections 20.10(1) and 20.10(2)(*a*) and (*e*) and a notice of the City's violations and the remedy subsequently ordered or approved posted for Teamsters-represented bargaining unit members.

The parties shall execute and file in this case any such agreement not later than March 17, 2020. If approved by the administrative law judge, the retained jurisdiction will be reasserted and a proposed remedial order will subsequently issue that will constitute the ALJ's final action on the matter and will become the final decision of the agency unless appealed to the Board or reviewed on the Board's own motion pursuant to Iowa Code section 17A.15(3) and PERB rule 621—9.1(17A,20).

Should the parties fail to execute and file their agreement on or before March 17, 2020, which meets the above minimum requirements, the ALJ will reassert the retained jurisdiction and preside at a hearing concerning the appropriate remedy by telephone conference call on Thursday, March 19, 2020, at 2:00 p.m. The proposed remedial order issued subsequent to the conclusion of the hearing will constitute the ALJ's final action on the matter and will become the final decision of the agency unless appealed to the Board or reviewed on the Board's own motion pursuant to Iowa Code section 17A.15(3) and PERB rule 621—9.1(17A,20).

The costs of reporting and of the agency-requested transcript, in the amount of $916.01, are assessed against the Respondent, City of DeWitt, pursuant to Iowa Code section 20.11(3) and PERB rule 621—3.12(20). A bill of costs will be issued to the Respondent in accordance with PERB subrule 3.12(3).

DATED at Des Moines, Iowa this 26th day of February, 2020.



Diana S. Machir
Administrative Law Judge

Original filed EDMS.