

Before
Rex H. Wiant
Arbitrator

*****)
In the matter of arbitration between)
Carroll County, Iowa)
Sheriff's Department) Impasse Arbitration
and)
Teamsters #238)

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PUBLIC EMPLOYMENT
RELATIONS BOARD

For the Employer:

Renee Von Bokern, Chief spokesman and Consultant
Mark E. Beardmore, Supervisor
Eugene Meiners, Supervisor
Douglas Bass, Sheriff

For the Union:

Rik Willett, Chief spokesman and Business Representative
Ken Myers, Local President

Jurisdiction:

The parties selected Rex H. Wiant to hear and decide the instant dispute. A hearing was held on August 9, 2012 at the Carroll County Courthouse. Both sides presented complete cases and all evidence was subject to cross examination. The Arbitrator electronically recorded the hearing. The hearing was closed with final arguments because of the tight statutory timelines.

Carroll County (hereinafter the "Employer") is a county in west central Iowa. It is primarily agriculturally based. The largest city is also named Carroll and has a vibrant downtown. The Sheriff's office is a paramilitary organization that works with local police to insure the health and safety of the local residents. The

International Brotherhood of Teamsters Local #238 (hereinafter the "Union") represents the Deputy Sheriffs and Jailers.

Findings of Fact:

The parties bargain under the Iowa Public Employment Relations Act. They began bargaining in the fall of 2011 and have completed all steps in bargaining. Several tentative agreements were reached during bargaining. At the beginning of the hearing they stipulated that two issues remain: wage and health insurance.

Iowa Law is very clear regarding the factors that Arbitrators must examine in an impasse case. Section 20.22(9), Iowa Code requires that in addition to other relevant factors, the Arbitrator must consider the following:

- Past Agreements
- Comparability
- Ability to Pay
- Standard of Service

The Arbitrator reviewed all the factors. The Employer stipulated that they were not making an inability to pay argument. The parties said nothing about the standard of service. Both parties argued comparability and past agreements and so the Arbitrator will focus his decision on those two.

Issue 1. Wages.

- Employer position: 2% wage increase.
- Union position: Change to a percentage of the Sheriff's salary.
Deputies would receive 71% of the Sheriff's salary.
Jailers would receive 51% of the Sheriff's salary.

Traditionally in Iowa the parties negotiate changes in pay structure. It is only after there has been a demonstrated intransigence by one party might an arbitrator impose such a change. No such intransigence has been demonstrated by the Union.

Their proposal would also result in the jailers receiving the highest pay increase that the Arbitrator has seen in Iowa this year.

The idea of paying deputies and jailers a percentage of the sheriff's salary is not a new one. It was the system that was used in Carroll County before they had a representational election. But the parties did have an election and the Union won. The result was the Iowa Public Employment Relations Board declared Teamster #238 the certified bargaining representative for this unit.

The Union seeks to remove wages from the items negotiated by the parties. As the Arbitrator understands Iowa law there is no provision to allow the parties to remove one item from the laundry list of mandatory items. The result is that the Union Proposal results in them receiving two bites of the apple. If they are happy with the compensation board decision they can accept it. If they do not like it, or just want more, they then could bargain. The parties could use the county compensation board as guidance but they still would need to bargain the issue of wages.

Comparability is much clearer. The Employer presents the wage rates from neighboring counties and all counties. The Union includes a 5up/5down model. All are acceptable groups to compare. The undersigned prefers the counties with a geographic proximity but that is his personal choice. A review of settlement data is that neighboring counties averages a 1.97% increase. All counties averaged a 2.02% increase. No summary data was presented from the 5up/5down group.

Iowa law charges the Arbitrator with selecting the most reasonable position. In this case it is the Employer position. The parties may continue to seek new solutions in future contracts but he believes that a 2% increase is fair under the current conditions.

Conclusions of law: the Arbitrator selects the Employer position on wages.

Issue 2. Insurance.

- Employer position: Current contract except change to Protector 750 and Protector 1500.
- Union position: Current contract.

The previous contract included the Protector 500 and Protector 1000. During the term of that agreement the insurance carrier eliminated those plans and substituted the 750 and 1500 plans. The old plans are not offered and therefore not an option for the Arbitrator to choose. The difference between the plans is the amount of deductible that the employee would pay if either they or a covered family member would seek payment for a covered injury. The result would be a small savings to each employee.

The Arbitrator has gained a significant amount of experience with health insurance in the last few years. He believes that deductibles are a pain but they are a fact of life. The key fact here is that the old plans are not available from the current carrier. The only way the Union position could be created is through a self insurance plan, which neither party wants and which could be economically disastrous for such a small county. Since they are not available the next best thing would be the Protector 750 and Protector 1500 plans.

Conclusion of Law: the Arbitrator selects the Employer position on insurance. The Arbitrator's award is retroactive to July 1, 2012 and is for one year.

Sincerely,



Rex H. Wiant

Arbitrator

Dated on August 14, 2012 in Kansas City, Missouri.