

In the matter of

Arbitration between:

\*ARBITRATION AWARD

\*PERB - CEO #222, Sector

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PUBLIC EMPLOYMENT  
RELATIONS BOARD

**DUBUQUE COUNTY**

AND

**TEAMSTERS LOCAL 120 (roads)**

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**ARBITRATOR MARLA A. MADISON**

**REPORT DATE – June 21, 2012**

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**HEARING AND APPEARANCES**

On June 7, 2012, I conducted an arbitration hearing with representatives of Dubuque County, Iowa, and the International Brotherhood of Teamsters, Local 120, representing Dubuque County roads employees. The hearing was held in Dubuque, Iowa, and was pursuant to the provisions of Sections 19 and 22 of the Iowa Public Employment Relations Act, Chapter 20, Code of Iowa.

**Representatives for Dubuque County**

Arthur Eggars, Attorney

MaryAnn Specht, Dubuque County

Personnel Director

Representatives for IBT 120:

Kyle McCoy, Attorney

John Rosenthal, IBT 120

Business Agent

During the hearing the parties were given full opportunity to present evidence and to rebut the other party's evidence. Both parties presented written and oral exhibits. Entered into evidence were the County's exhibits I-1 – M-1, and the IBT 120's exhibits 1 – 8. Hereafter in this document Dubuque County will be referred to as the County, and IBT 120 as the Union.

The following rationale of this Arbitrator will be based upon the oral presentations of the parties, witness testimony, and the exhibits submitted.

## **BACKGROUND**

Dubuque County, located on the banks of the Mississippi River, is in the northeast quadrant of Iowa and has a population of 93,653. The County has six collective bargaining units. The units are Assistant County Attorneys, an AFSCME unit at Sunnycrest Manor, Secondary Roads Department, Deputy Sheriffs, and Courthouse and Library clerical units. Non-bargaining employees' salaries are set by the Board of Supervisors.

The bargaining unit of the roads employees is comprised of approximately 35 full-time employees. At the conclusion of negotiations for the 2011-2012 contract year, the parties were at impasse over the issues of wages, insurance, bereavement leave, and

hours of work.

The Union's final position on wages was for a wage increase of 2%, current contract language on Health Insurance and Hours of Work. The County's final position was a 2% wage increase, a contribution toward family Health Insurance of \$50 a month, and an amendment of language in Article 11, Section B regarding Hours of Employment.

### **STATEMENT OF IMPASSE ITEMS**

#### **Article 10, Wages**

Dubuque County - Proposes a wage increase of 1.75% for all classifications.

IBT #120 - Proposes a wage increase of 2.00% for all classifications.

#### **Article 17, Health Insurance**

Dubuque County - Employees' monthly contribution for Health Insurance will be:

Family Plan	\$50.00
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Health Insurance: All permanent full-time employees shall have the option to choose from single or family health insurance coverage provided below. Coverage for eligible employees shall commence on the first of the month following a thirty-day (30) waiting period.

#### Section B (1)

Fully funded Health Insurance coverage for hospitalization, medical, surgical, major medical, prescription drugs, and optical benefits. The employer shall pay the full cost of a single health, dental and accidental death and dismemberment policy if coverage is selected under this section. Effective July 1, 2012, employees selecting coverage under

this section for family health and including dental if selected by the employee shall contribute fifty dollars (\$50.00) on the first payday of each month by payroll deduction.

The employer will provide a Section 125 Plan for Health Insurance premiums only.

IBT #120 - Current Contract language

**Article 11, Hours of Employment**

Dubuque County - Amend Section B to read as follows:

In the event the County and the Union mutually agree to change the normal workweek to four (4), ten (10) hour days, the normal workweek shall be Monday through Thursday, beginning at 6:00 a.m. and ending at 4:30 p.m. The workweek for the bargaining unit employees in the Engineer's Office will choose their workweek by seniority. Holidays, vacations, sick leave days and all other paid days will be compensated for the hours scheduled to work on the day such paid time falls. The four (4), ten (10) hour schedule will begin the first full week after Memorial Day and will end the last full week before the Labor Day of each year.

IBT #120 - Current contract language.

**Article 18 – Bereavement**

Dubuque County – Current contract language.

IBT 120 – Section A. Change 4 days to 5 days for spouse, child or stepchildren.

**POSITION OF THE UNION**

It is the position of the Union that their wage proposal is in line with those of their comparability group, as shown in Union exhibit 1. Internal groups were not used as

comparables by the Union since they do not perform like work. Counting the 1.0% semi-annual wage increases negotiated in Blackhawk County, Pottawattamie, and Dallas, as a 1.5% increase for the year, an average wage increase in the comparability group is approximately 1.94%. Therefore, the Union believes their wage increase to be the most reasonable, as it is closer to the average than the wage proposal of the County, 1.75%.

The Union representative testified that at the conclusion of collective bargaining this year, the parties had reached a verbal tentative agreement in which the County had agreed to leave the Health Insurance coverage as it is currently in the contract, with no monthly contributions for the employee. Most of the other groups within the county have no insurance contribution at this time.

The Union proposes that the Labor/Management Committee maintain its contractual ability to have the final say in how summer hours are set. The current contract language gives the Labor/Management Committee the right to determine whether the 4/10 schedule will be implemented from Memorial Day to Labor Day. An Arbitrator has recently decided this issue under the grievance system, upholding this right under the current contract language. The Union believes any change in the operation of the committee would have to be negotiated, not unilaterally decided by the County. The Union attests that it is not within the jurisdiction of an Arbitrator to change contract language.

Bereavement time given employees for immediate family is currently four days. For the benefit of those having to travel for the funeral of a spouse, child or stepchild, the Union proposes five bereavement leave days.

## **POSITION OF THE COUNTY**

It is the County's contention that their wage proposal of 1.75% is the most reasonable, as it is in line with the comparable counties and also with internal increases.

Regarding the issue of hours of work, the County points out that none of the other bargaining units in the County have the ability to determine their own work hours. In most of the comparable counties, the employer has the right to determine employees' work hours. In the two counties where employees do have a say, Story and Linn, the work hours are set by mutual agreement of the parties. In Dubuque County, the roads employees, through their Labor/Management Committee, have the final say in whether a 4, 10-hour day work schedule is put in place for the summer season, which runs from Memorial Day through Labor Day.

Dubuque County is the only county in the comparable group whose employees do not contribute toward Healthcare Insurance premiums. Story County is the only exception; the employees receive a flat amount monthly with which to purchase their Healthcare Insurance from Story County. Two of the counties, Dallas and Woodbury, pay part of the monthly premium on a percentage basis.

The County believes it is time for its employees, in particular those receiving the more costly family plans, to begin a monthly contribution, and proposes those taking the family plan contribute \$50 a month.

Only two other groups within the County receive five days off for bereavement. In the list of comparable counties, four receive five days and in a fifth,

Dallas, employees receive five days if travel is required. The County proposes leaving the bereavement as it is in the current contract language.

### **STATUTORY CRITERIA**

Arbitrators in the state of Iowa traditionally refer to the criteria set forth for arbitrators in Section 22.9 of the Act. That Statutory Section provides as follows:

The Arbitrator or panel shall consider, in addition to other relevant factors, the following factors,

- 1) Past collective bargaining contracts between the parties, including the bargaining that led up to such contracts.
- 2) Comparison of wages, hours, and conditions of employment of the involved public employees with those of other public 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 economic adjustments, and the effect of such adjustments on the normal standard of services.
- 4) The power of the public employer to levy taxes and appropriate funds for the conduct of its operations.
- 5) Any other relevant factors.

Statutory Arbitrators under Iowa Code 20.21 have generally used these same factors in formulating recommendations.

## DISCUSSION

Examining the positions of the parties using statutory criteria, the following ensues:

1) Past contracts between the parties. The parties did not use bargaining history as a factor for their wage and benefit proposals. Exhibits presented by the parties reveal that historically there have been differences in wages and benefits among the internal comparables.

2) Comparison of wages, hours and conditions of employment. The parties have agreed to the following counties for a comparability list: Polk, Johnson, Scott, Linn, Black Hawk, Pottawattamie, Woodbury, Story, and Dallas. The wage increase of the Union for the next contract year comes closer to that of the average increase of comparable counties. However, considering that this bargaining unit is the only one among the comparables that does not have a monthly contribution toward their healthcare insurance, the wage proposal of the County, 1.75%, is most reasonable.

3 & 4) Ability to pay – Ability to pay was not discussed during the Arbitration hearing. The County, when asked by the Union about ability to pay, testified that they were not claiming an inability to pay for the wage and insurance proposals of the Union.

5) Other relevant factors. On August 27, 2011, a grievance arbitration award was presented to Dubuque County and the Teamsters Local 120, Secondary Roads Unit, from Arbitrator James R. Cox regarding the ability of the Road's Labor/Management Committee to determine hours of work during the summer season. A grievance had been filed when the Dubuque Board of Supervisors informed the Union that the regular five-

day workweek would continue through the summer, denying the L/M Committee its contractual right to make that decision.

Arbitrator Cox upheld the right of the committee to make the determination of summer work hours:

*“The Contract expressly provides that the Labor/Management Committee has the authority to make the determination of whether the 4/10 hour day Schedule will be implemented each year.”*

## CONCLUSION

The wage proposal of the Union, while closer to the average increase of the comparable counties, becomes too high when Health Insurance benefits are also considered. None of the comparable counties have Health Insurance coverage without some employee contribution to the monthly premiums, except for those counties in which employees are given a flat amount toward their premiums. Taking into consideration the many ways contributions can be made, instituting an employee contribution for the first time should be bargained between the parties.

Therefore, the County's wage proposal would be most reasonable, while the Union's proposal for Healthcare Insurance to remain as it is in the current labor agreement shall remain the same.

The County has proposed to delete current contractual language that gives the

Labor-Management Committee the right to determine the summer schedule. The contract is unambiguous in relation to how summer hours are decided; it is the purview of the Labor/Management Committee to make the determination. Testimony during the hearing revealed this practice has been in effect since 2002.

Arbitrators are reluctant to change contract language that should have been negotiated between the parties. There is a strong prevailing practice here, and the County has not justified its need for the proposed change. In light of its long history, any change in this process is one that needs to be worked out between the Labor-Management Committee and the County.

The bereavement benefit shall remain current contract, as proposed by the County.

**AWARD**

**I hereby Award the following:**

**Wage increase – County proposal of 1.75%**

**Healthcare Insurance – Union proposal of current contract language**

**Bereavement – County proposal of current contract language**

**Hours of Work – Union proposal of current contract language**

A handwritten signature in black ink, appearing to read "Marla A. Madison", is written over a horizontal line.

**MARLA A. MADISON, ARBITRATOR**

**June 21, 2012**

## **CERTIFICATE OF SERVICE**

I certify that on June, 21, 2012, I served the foregoing Award of Arbitrator to each of the parties listed below, by mailing a copy to them at their respective addresses also shown below:

Kyle A. McCoy, Esq.  
6319 29<sup>th</sup> Avenue  
Rochester, MN 55901

Arthur W. Eggers  
600 First Midwest Bank Bldg.  
506 15<sup>th</sup> Street  
P.O. Box 719  
Moline, Il 61266-0719

PERB  
510 E. 12<sup>th</sup> Street  
Des Moines, IA 50319

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Marla A. Madison  
Arbitrator