

BEFORE THE ARBITRATOR

In the Matter of the Arbitration of a Contract Between
DUBUQUE COUNTY (SHERIFF'S DEPARTMENT)

and

TEAMSTERS LOCAL #120

IOWA PERB

Case CEO 1176/Sector 2

(Administrative Deputies – 2014-15 Contract)

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Appearances:

Mr. Kyle A. McCoy, Esq. Attorney at Law, 1678 Glenwood Road, Ann Arbor, Michigan 48104, on behalf of the Local 120.

Mr. Arthur W. Eggers, Esq. Califf and Harper P.C., 506 15th Street, Suite 600, Moline, Illinois 61265, on behalf of the County.

ARBITRATION AWARD

Pursuant to Chapter 20 of the Iowa Code on May 27, 2014, the Iowa Public Employment Relations Board (P.E.R.B.) advised Arbitrator Sharon A. Gallagher that she had been jointly selected through the P.E.R.B. to serve as interest arbitrator to hear and resolve a dispute between them regarding the Union's proposal to improve Longevity (Article 32) and to change Educational Allowance (Article 31) and to withdraw a T.A. on Article 17, Sick Leave, Section 1. All other items were either unchanged or tentatively agreed to by the parties.

The parties do not have an independent impasse resolution procedure but they agreed to waive the statutory time limits and to proceed with this case. There are no negotiability disputes between the parties.

The hearing was held at Dubuque, Iowa on July 17, 2014 by agreement of the parties. At the hearing, the County advised, for the first time, that it intended to file for a Declaratory Order with the P.E.R.B. seeking the Board's ruling whether the Union's Longevity and Educational Allowance proposals are both part of the statutory wage impasse item or whether these proposals are part of two separate impasse items.

The Union took the position that Section 331.904 of the Iowa Code applies to this bargaining unit of Administrative Deputies such that wages have been removed from negotiations by law. Therefore, the Union argued that its two proposals herein cannot be considered part of the wage impasse item. The Arbitrator advised the parties that she has no

authority to rule on these issues and that she would complete the hearing herein and proceed to timely file her Award under the statutes unless she hears otherwise from the Board.

The parties had a full and fair opportunity to present their evidence and arguments. The Union called three witnesses and the County called two witnesses, all of whom were sworn on oath or affirmation by the Arbitrator. All witnesses were examined by the advocates. The Union submitted six exhibits. The County submitted fourteen multi-page Tabs of documents, 412 pages. All documents were reviewed and described by the witnesses and were admitted into the record. No objections were made to the receipt of any documents. As required by law, the Arbitrator recorded the proceedings. The parties gave closing statements at the end of the hearing whereupon the record was closed on July 17, 2014.

The County filed a petition for Declaratory Order with the P.E.R.B. on July 21, 2014, asserting that the two proposals that the Union had put before the Arbitrator should be treated as one statutory item. On July 21st, therefore, the P.E.R.B. ordered that the arbitration proceedings be stayed until further order of the Board. On July 22, 2014, the Union filed a position statement with the Board, agreeing that there is only one impasse item for the Arbitrator to rule upon herein. On July 25, 2014, given that there was no dispute between the parties, the Board dismissed the County's petition and dissolved the stay of the arbitration proceedings herein.

STATUTORY CRITERIA

This case is controlled by Section 20.22(9) of the Iowa Code. That Section reads as follows:

9. The panel of arbitrators shall consider, in addition to any other factors, the following factors:

a. Past collective bargaining contracts between the parties including the bargaining that led up to such contracts.

b. 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 the classifications involved.

c. 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.

d. The power of the public employer to levy taxes and appropriate funds for the conduct of its operations.

Section 20.22(11), Stats., also requires the Arbitrator to select the "most reasonable offer" of the parties' final offers on each impasse item.

Neither party made any arguments that the County could not finance the Union's offer if selected (Factor (c)) or that the County would lack the power to levy taxes or would lack the ability to pay for the conduct of its operations if the Union's offer were chosen (Factor (d)). In addition, no arguments were made that there were any "other factors" or that there were any

factors “peculiar to the area” involved in this case. Therefore, only Factors (a) and (b) are at issue herein. The interests and welfare of the public are only involved herein in a general sense, the parties having submitted no evidence and made no arguments specifically on this factor.

FINAL OFFERS

The Union’s final offer included the following proposals:

Article 31 Educational Allowance

Section B. Employees that have earned an Associate Degree or above or who have served and received an honorable discharge from the United States Military Service shall receive a bonus equal to one percent (1%) of their annual salary each year.

Article 32 Longevity

Section B. Longevity pay for all employees working under this Agreement shall be computed based on the number of years worked on the basis of \$100 per year of service beginning on their 5th year of employment. Example below:

5 years = \$500.00

6 years = \$600.00

7 years = \$700.00

Employees shall receive \$100.00 longevity pay for each year of service up to \$3000.00.

With the above proposal the Union will give back the previous **Tentative Agreement** reached between the parties on April 14, 2014, concerning **Article 17 Sick Leave Section I. Wellness**. This would be the 2 paid wellness days that the bargaining unit would earn each year starting on July 1, 2014. All other tentative agreements would remain and other proposal (sic) not tentatively agreed to would be withdrawn.

The County’s final offer was the *status quo* on Article 32, Longevity and Article 31, Educational Allowance. These Articles in the parties’ 2012-14 contract read as follows:

ARTICLE 31 – EDUCATION ALLOWANCE

- A. The County will reimburse any full time employee choosing to take college level courses, for the cost of tuition for a maximum expenditure of up to \$1,500 per fiscal year per employee.

The reimbursement will be dependent upon the employee achieving at least a “C” average in any courses taken. The employee shall present a receipt for tuition payment and a copy of his grades to the Sheriff prior to any reimbursement.

ARTICLE 32 – LONGEVITY

Employees having completed their applicable years of service on their anniversary dates each fiscal year shall be eligible for longevity payment listed below.

- A. If the employees' (sic) leaves employment with the Sheriff's Office in good standing or is no longer eligible to receive said payment, the employee will immediately be paid any monies due them as of their last anniversary date at their current eligibility level on a pro-rated basis.
- B. The longevity payment for employees leaving employment in good standing with the Sheriff's Office will be made at the same time as payment for any vacation time due to the employee at the time of retirement or termination on a pro-rated basis.

After 5 years \$500.00
After 10 years \$1000.00
After 15 years \$1500.00
After 20 years \$2000.00

Beginning at 21 years of service, employees shall receive \$100.00 longevity pay for each year of service up to \$3000.00.

(Cty. Exh. p. 35)

Tentative Agreements¹:

On May 6, 2014, the parties agreed upon the following changes for the 2014-15 contract:

Article 10 Insurance

Section B. Health Insurance. All permanent Full-time employees shall have the option to choose from single or family insurance coverage provided below. Coverage for eligible employees shall commence on the first of the month following a thirty (30) day waiting period.

- 1. Fully funded health insurance coverage for hospitalization, medical, surgical, major medical, prescription drug and optical benefits. The Employer shall pay the full cost of a single or family health, dental and accidental death and dismemberment policy, if coverage is selected under this section.

Article 17 Sick Leave

Section L. Full time employees will receive one (1) wellness day for every one hundred and eighty (180) days without using a full sick day, excluding family sick days. The continuous one hundred and eighty (180) days will be understood to be divided into two (2) periods and will run from January 1st to June 30th and July 1st to December 31st each year.

Article 25 Wage Plan

¹ The T.A. on Article 17, Sick Leave, Section 1 was withdrawn by the Union in its Final Offer herein as a *quid pro quo* for its Longevity and Educational Allowance proposals.

- A. The base wage scale for officers under this Agreement shall be as follows for the life of this Agreement.

Chief Deputy:	85% of the Sheriff's Base Pay
Captains:	82.5% of the Sheriff's Base Pay
Assistant Jail Administrator:	81.25% of the Sheriff's Base Pay
Sergeants:	80% of the Sheriff's Base Pay
Technical Operations Superintendent:	76.5% of the Sheriff's Base Pay
Dubuque Drug Task Force Intelligence Coordinator And Civil Service Commission Personnel Coordinator:	50% of the Sheriff's Base Pay

Article 26 Uniforms

The Employer shall provide each Deputy with uniform sets as may be required by Chapter 331.657 of the Code of Iowa, as amended, and rules of the Iowa Commissioner of Public Safety. The Employer shall also provide the Captains and Sergeants assigned to the Investigator Division additional annual clothing allowance in the sum of \$700.00 and shall also provide the annual sum of \$350.00 to the employee assigned as the Polygraph Examiner. The Employer shall also provide to each Deputy covered by this Agreement not required to wear a County issued uniform, a clothing allowance of \$700.00 each year.

BACKGROUND

Dubuque County is the seventh most populous county in Iowa, located in the far northeastern corner of Iowa on the Mississippi River. In prior cases between these parties, the external comparability group consistently used has been the top ten most populous Iowa counties. These counties are ranked as follows:

Rank	County Name	County Population
1	Polk	430,640
2	Linn	211,226
3	Scott	170,385
4	Black Hawk	131,090
5	Johnson	130,882
6	Woodbury	102,172
7	Dubuque	93,653
8	Pottawattomie	93,158
9	Story	89,542
10	Dallas	66,135

(Cty. Exh. p. 372)

The bargaining unit involved in this case is unusual in Iowa, essentially a unit of supervisory law enforcement employees. This unit contains Administrative Deputies (hereafter AD unit) including the Deputy Chief, three Captains, nine Sergeants, the Assistant Jail Administrator (Fitzpatrick) and the Civil Service Coordinator (Otting) and the Technical Operations Superintendent (Hahlen) (Cty. Exh. p. 132). There are 16 employees in the AD unit. Except for Otting and Hahlen, all members of this bargaining unit were previously employed as Deputy Sheriffs in the County Sheriff Department's other bargaining unit. After years as regular deputies, these Deputy Sheriffs were promoted into the AD unit.

I. Bargaining History Factor:

Sometime in 2007 or 2008, members of the AD unit contacted the Teamsters Union Local 120 (that then represented the County Deputy Sheriffs Association) to seek representation, in large part in order to gain longevity pay. Teamsters Local 120 became the representative of the AD unit and the parties began negotiating over their first contract.

The parties could not agree upon all terms of their 2008-09 contract so they went to Fact Finding before Zel Rice III. The Union offered a new proposal on longevity pay and it offered to maintain the County's 100% paid Health and Dental premiums. The County rejected longevity and made no offer thereon and it offered a 2% per month employee payment toward health and dental premiums. In this proceeding, the parties agreed that the 10 most populous counties (including Dubuque) were comparable.

Fact Finder Rice found that because the Deputy Sheriffs unit had 100% County-paid health and dental and the same longevity provision offered by the Union² it was "particularly unfair" for the County to deny the AD unit these benefits when the Deputies they supervise receive these benefits, benefits which AD unit members had enjoyed when employed as Deputy Sheriffs prior into their promotions to the AD unit (Cty. Exh. p. 37-43, p. 42). Rice stated,

"On balance I find that the employer would benefit from some resemblance of parity between this bargaining unit and the Deputy Sheriff (sic) because morale problems among the employees would be lessened if not eliminated" (Cty. Exh. p. 42).

Therefore, Rice recommended that the parties include the Union's longevity and insurance offers in the 2008-09 contract. The parties accepted Mr. Rice's recommendations and included the Union's longevity and insurance offers in the 2008-09 contract (Cty. Exh. p. 45-66).

It should be noted that the 2008-09 AD unit contract contained the same Article 31 Educational Allowance provision as appears in the 2012-14 AD unit contract (Cty. Exh. p. 65). This provision was apparently agreed to voluntarily by the County and placed in the 2008-09 AD unit contract. The Deputy Sheriffs unit contracts have contained this provision before since 2008 and through the 2012-14 contract.

The parties negotiated their 2009-11 contract and settled it voluntarily (Cty. Exh. p. 67-88). No changes were made in the Educational Allowance or Longevity provisions of the contract. The Union had not proposed to change these provisions during negotiations for the 2009-11 contract.

In 2010, for negotiations over the 2011-12 contract, the Union proposed to change the AD unit's Longevity provision (30 year/\$3,000 cap). The Union did not propose to change the Educational Allowance provisions in 2010. The parties were unable to voluntarily agree to all terms of the 2011-12 agreement and the impasse went to arbitration before Arbitrator John Baker (Cty. Exh. p. 95-103). Again, the parties used the ten most populous Iowa counties as the comparability group (Cty. Exh. p. 98-99).

² The Union's Longevity offer in 2008 for AD unit members was :the same as the Deputy Sheriffs had had in their contract prior to 2008: annual payments of \$500 after 5 years, \$1,000 after 10 years, \$1,500 after 15 years, \$2,000 after 20 years and \$3,000 after 30 years of employment (Cty. Exh. p. 38-39).

Arbitrator Baker selected the Union's 1.25%/1.25% (effective 7/1/11 and 1/1/12) lump sum compensation offer because it was supported by both the internal and external comparables (Cty. Exh. p. 100-101). Baker rejected the Union's longevity and personal days offers. Regarding the former, Baker opined that Dubuque was the only county in the comparables group that had such a generous longevity provision and that the external comparables failed to support the Union's request to change the *status quo* on longevity (Cty. Exh. p. 101-102). Therefore, no changes in longevity were included in the 2011-12 contract between the parties.

On October 11, 2011, the Union gave the County its initial proposals for the 2012-14 contract (Cty. Exh. pp. 130-1). The Union made the same Longevity proposal it has offered here and it proposed to change the Educational Allowance provision to 5% of each qualifying employees' base rate of pay. The Union also proposed a 3.5% lump sum bonus based on each employees' base pay effective July 1st of each contract year.

The parties voluntarily agreed to the 2012-14 contract. The Union dropped its Educational Allowance and Longevity proposals. Regarding compensation in the 2012-14 contract, the parties agreed to "a 3% salary increase for FY 13 based on the Dubuque County Sheriff's salary" (Cty. Exh. p. 14).

Concerning the bargaining over this 2014-15 contract, the Union presented testimony from Union Representative Rosenthal and it argued herein that during negotiations for the 2014-15 contract, the County rejected out of hand, the Union's proposals on longevity and educational allowance, without making any counterproposals or asking any questions about the Union's costing. Union Representative Rosenthal stated that his May 6, 2014 letter to the County (quoted below) received no reply:

...

Article 17. Sick Leave

Section L. Wellness. The Union (sic) trade this tentative agreement reached on 4/14/14 for 2 wellness days per year.

Based on my figures, I believe that the 2 Wellness Days would have a cost of \$8879.10 each year based off the 80% wage of a Sergeant and multiplied by 15 employees covered by this Agreement.

The cost of the Longevity based on the number of employees affected would be \$1300.00 the first year and would actually reduce in coming years.

The Education/Military bonus based again on the 80% rate and the fact that there are 9 employees affected, the cost of this benefit would be about \$6925.59. The total cost of the 2 proposals would be approximately \$8275.59, which would be a difference of \$603.51 savings to the County and that is not figuring in the cost to replace our deputies due to being off for a paid wellness day.

I believe that this offer actually saves the County money compared to what we have on the table now and further supports the Sheriff by not allowing for more paid time off and reducing his manpower during the year.

...

Union Agent Rosenthal's June 12th letter, suggesting a similar compromise settlement, also received no reply from the County (U. Exh. 5).

A. Discussion of Longevity

Here, the Union chose to de-emphasize the evidence from the agreed-upon comparability group and focus on the bargaining history factor. The Union presented evidence to show that the Union, in its final offer and during the bargaining prior to impasse, offered a *quid pro quo* for its proposed changes in Longevity and Educational Allowance. That *quid pro quo* was the Union's proposal/offer to cancel the parties' tentative agreement to Article 17 to include Wellness Days. Union Agent Rosenthal offered this *quid pro quo* in meetings with the County and in his May 6th letter. Rosenthal made this proposal again in his June 12th letter (Cty. Exh. pp 8-9). The County rejected Rosenthal's verbal proposals and his May 6th proposal. The County did not respond to Rosenthal's June 12th letter.

Based on this evidence, the Union asserted that its final offer is the "most reasonable offer" on all unresolved issues, that this Arbitrator should impose the Union's offered changes to Longevity and Educational Allowance on the County and place these provisions into the parties' 2014-15 contract and that she should thereby accept the offered *quid pro quo* therefor.

This Arbitrator declines to insert herself into the parties' relationship in this way. There are all kinds of reasons, valid and reasonable reasons, why the County refused the Union's total package proposal with its *quid pro quo*. The County chose not to articulate its reasons or to make any counterproposal to the Union. That was the County's right.³ I note that although the Union's total package offer would have saved the County money in 2014-15, acceptance or imposition of that offer would result in increased costs for longevity and educational allowances over time as members of the AD unit gain years of service and increases in their wages.

In my view, the evidence herein regarding the bargaining history factor does not weigh against the County on the Union's longevity offer as the Union has argued. Rather, this factor weighs in the County's favor, overall, based on the following analysis. The record evidence on this factor showed that the Union has proposed improvements in the longevity provision almost every time the parties went to the bargaining table since 2007-08. The record also showed that there has been give-and-take in bargaining between these parties and they have voluntarily settled about half of the agreements entered into. It is axiomatic in labor relations that neither party is required to make any concessions in negotiations.

In addition, both Fact Finder Rice and Arbitrator Baker rejected the Union's proposed longevity improvements and Arbitrator Baker rejected the same longevity provision that is now before this Arbitrator. I note that the Union submitted no evidence to show that longevity provisions among the agreed-upon comparables have changed in any significant way from what they were when Arbitrator Baker issued his award in 2011. This means that the Dubuque County AD unit in its 2012-14 contract still has the best longevity provision among the external comparables. In 2008, Fact Finder Rice found "some resemblance of parity" would be beneficial between the Deputy Sheriffs unit and the AD unit. Parity on longevity has been maintained for these two units through 2012-14. And the Deputy Sheriffs unit has settled its 2014-15 contract

³ The record evidence failed to show the County had engaged in bad faith bargaining.

with the County with no change on longevity. If the Union's longevity offer were selected here, not only would the AD unit's top ranked longevity be improved, but the parity between the AD unit and the Deputy Sheriff unit would be destroyed. In addition, the County would be under pressure to give the Deputy Sheriffs the same longevity improvement the AD unit won herein. In all of these circumstances, this factor weighs in favor of the County's offer of the *status quo* on longevity.

B. Discussion of Educational Allowance

Regarding the Educational Allowance provision, there is less bargaining history evidence on this record. Neither Fact Finder Rice nor Arbitrator Baker had Educational Allowance provisions before them. Rather, it is clear that the Deputies unit had this provision in its contracts before the AD unit got an Educational Allowance provision placed into its first contract by voluntary agreement thereon. No changes were made to that original Educational Allowance provision through the 2012-14 AD contract, even though the Union proposed (and later dropped) a 5% bonus provision during negotiations over the 2012-14 AD unit agreement.

I note that the Deputy Sheriffs unit voluntarily settled their 2014-15 contract with the County and that the County agreed to increase the annual tuition reimbursement from \$1500 to \$2500, or \$1000 per annum. (Cty. Exh. p. 167). There is no evidence on this record why the County made this change and what the give-and-take in negotiations with the Deputy Sheriffs unit was that lead to this change. Although the County and the Deputy Sheriffs unit agreed to an improvement for the Deputies, theirs was a voluntary settlement and the structure of the provision remained unchanged, maintaining structural parity with the AD unit. For the reasons stated above, I refuse to interject myself into the parties bargain. Again, if this Arbitrator selected the AD unit's offer on this provision, the County would likely be pressured by the Deputy Sheriffs unit to similarly improve their provision. In these circumstances, the bargaining history factor favors the County's *status quo* offer on the Educational Allowance provision.

II. Comparability Factor:

The Union argued that the AD unit is unique and that only Story County Command Staff is truly comparable to the AD unit. The Union submitted Union Exhibit 6, (its only external comparable evidence herein) the 2011-14 labor agreement between Story County (Sheriff) and its Command Staff unit. That contract contains the following provision:

ARTICLE 23
LONGEVITY PAY

Longevity is based on an employee's anniversary date and is based on the continuous service:

5 years	\$.18	18 years	\$.46
6 years	\$.19	19 years	\$.47
7 years	\$.35	20 years	\$.48
8 years	\$.36	21 years	\$.49
9 years	\$.37	22 years	\$.50
10 years	\$.38	23 years	\$.51
11 years	\$.39	24 years	\$.52
12 years	\$.40	25 years	\$.53
13 years	\$.41	26 years	\$.54

14 years	\$.42	27 years	\$.55
15 years	\$.43	28 years	\$.56
16 years	\$.44	29 years	\$.57
17 years	\$.45	30 years	\$.58

Although Story County Command Staff receive cents per hour for longevity, and their provision is not as rich as the one offered here, the Union urged that Story County has properly recognized that longevity should give all those with sufficient tenure, credit for each year they have worked. The Union did not discuss or present longevity evidence regarding any of the remaining 8 agreed-upon external comparables ⁴ because none of them has a unit like the AD unit and they are not truly comparable to Dubuque County. The Union also presented no longevity evidence regarding the internal comparables presumably for the same reason. Finally, the Union presented no comparability evidence concerning the Educational Allowance provision – either internal or external.

Instead, the Union called two bargaining unit members, Captain Bob Lynn and Jail Assistant Administrator, Captain Mike Muenster, to give their opinions on the issues. Both Muenster and Lynn testified that, in their opinion, AD unit employees rarely use their personal sick leave so the County would save substantial funds by cancellation of the Wellness Day T.A. Lynn and Muenster also stated that in their opinion, all eligible AD unit members should receive longevity based on every additional year of service after 5 years. Muenster stated that he was present in bargaining for the 2014-15 contract and he recalled that he spoke about the current County educational allowance – that there was no longer anything to separate Deputy Sheriffs from AD unit members and there is no incentive for Deputies to seek promotion into the AD unit. Muenster also stated herein that he believed those with military background and college credits are more well-rounded, recognize chain of command, think quicker, have more skills and are more disciplined than those without these experiences/education. ⁵

The County provided detailed exhibits concerning longevity and educational allowance provisions among both internal comparability and external comparables. Regarding the former, the County submitted County Exhibit, pages 133-138. These exhibits showed that there are seven County bargaining units (represented by the unions in parentheses), including the AD unit: Sunnycrest Manor (AFSCME), Assessor’s Office (Teamsters 120), Secondary Roads (Teamsters 120), Courthouse and Library (Teamsters 120), Attorney’s Office (Attorney’s Association) and Deputy Sheriffs (Teamsters 120).

Prior to 2014-15, both the AD unit and Deputy Sheriffs unit have had the same college tuition reimbursement provision, up to \$1,500 per FY ⁶ if the employee receives at least a grade of “C”. The Deputy Sheriff’s unit is settled for 2014-15. In this Deputies’ contract, Article 40 – Educational Allowance, the County gave the Deputies an improvement in their FY tuition reimbursement per employee, from \$1,500 to \$2,500. The remainder of the provision is unchanged from the 2012-14 contract (Cty. Exh. p. 167). Only Sunnycrest employees have County-paid courses if “required by the Employer” for which the County also pays the employee’s current rate of pay for course attendance time (Cty. Exh. pp. 133-134). The other four internal units have no provision and none of the internal units gives a percentage of pay

⁴ Polk, Linn, Scott, Black Hawk, Johnson, Woodbury, Pottawattomie, Story and Dallas counties.

⁵ On cross-examination, both Lynn and Muenster admitted that everyone in the AD unit does a good job, has a sense of discipline, and recognize chain of command whether or not they have a military background and/or higher education.

⁶ County Exhibit pp. 133- 136 on this point is in error.

bonus for education or military service (Cty. Exh. pp. 135-136). The Union did not contest any of the above evidence on internal comparability.

Regarding the internal comparables and longevity, the County submitted County Exhibit, pages 137 and 138. These exhibits showed that only the AD unit and the Deputy Sheriffs unit employees have longevity; the other five County units do not have longevity. The Deputy Sheriffs unit will have the same longevity provision through 2014-15 as the AD unit has in its expired 2012-14 contract.

County HR Director Mary Ann Specht stated that in negotiations for the 2012-14 contract, the County agreed to change the AD units' longevity provision for those with over 20 years' of tenure, agreeing to give these employees \$100 per annum up to 30 years/\$3,000. Specht stated that the County agreed to this improvement because the Union said a majority of the AD unit, 9 of 14 eligible employees, would receive more annual longevity pay and because the County wanted a voluntary 2012-14 contract with the AD unit.

Regarding external comparability, the County submitted County Exhibit, pages 373 and 374. These documents showed that only one of the external comparables, Story County, has a bargaining unit like the AD unit. Of the eight remaining comparable counties, only Woodbury and Scott Counties include Sergeants (but no other officers) in their bargaining units; and of the six remaining comparable counties, four counties either expressly exclude the Deputy Chief, Sergeants, Lieutenants and all other managers (Polk, Pottawattomie, Dallas and Johnson) and two (Linn and Black Hawk) are silent but refer to the P.E.R.B. case certifying the unit.

This evidence shows that only Story County has a bargaining unit like the AD unit here. Both the Union and the County agreed on this record that this conclusion is correct. It is clear that this makes external comparability analysis of Longevity and Educational Allowance provisions very difficult.

A. Discussion of Longevity

Four of the nine comparables have no longevity pay; three of the nine comparables compensate longevity with cents per hour. Looking at the external comparables data on longevity (City Exhs. pp. 375-382), the following observations can be made:

<i>County</i>	<i>How Paid</i>	<i>Interval</i>	<i>Max. Yrs.</i>	<i>Start Pay</i>	<i>Top Pay</i>
Black Hawk	\$/mo.	After 4-8 8-12, 12-16, 16-20	20 yrs.	\$540	\$1,020
Dallas	cents/hr.	After 5-10, 10-15, 15-20, 20-25, 25-30	30 yrs.	\$208	\$1,040
Johnson	\$/yr.	After 4-10, 11- 15, 16-20	21 yrs.	\$500	\$900
Pottawattomie	cents/hr.	After 5-9, 10- 14, 15-19	20 yrs.	\$540	\$2,870
Story	cents/hr.	After 5 yrs., every year	30 yrs.	\$374	\$1,206
County offer	\$/yr.	After 5-10, 10- 15, after 20 add \$100/yr.	30 yrs.	\$500/yr.	\$3,000

Union offer	\$/yr. (every year)	Add \$100/yr. starting at yr. 5	30 yrs.	\$500/yr.	\$3,000
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What is clear from the chart above is that only two comparables have a higher starting longevity pay than AD unit employees currently have (Black Hawk and Pottawattomie); and that currently, the AD unit has the same starting longevity pay as Johnson County. Black Hawk and Pottawattomie start one year earlier than the rest of the comparables including Dubuque, and Pottawattomie's 15 year and 20 year through 28 year longevity payments rank first among all of the counties listed. However, in all other respects Dubuque's current longevity provision ranks first. The Union's offered changes to longevity would rank Dubuque first among the comparables except for officers with from 15 years through 28 years' tenure (where Pottawattomie would still rank first).

There is no evidence in this record to show how long Black Hawk and Pottawattomie have had longevity start rates \$40 higher than Dubuque County, or how long Pottawattomie's longevity pay after 15 years and 20 years has ranked number one. However, if the total dollar benefits to employees are compared, Dubuque County AD unit employees will receive the richest benefit as of 2012-14, a total of \$35,000 per employee over 30 years. If this Arbitrator were to select the Union's Longevity offer, this would result in an increase per employee across 30 years of \$15,500. Only Dubuque County adds \$100 per year after 20 years through 30 years.

It is clear that the internal nor external comparables do not support the Union's proposed improvement in longevity. And for the reasons stated above, this Arbitrator is loathe to impose the longevity improvement on the County in exchange for the offered *quid pro quo*. Such exchanges are for the parties to a contract to weigh and accept or reject in the give and take of collective bargaining. Finally, also as discussed above, it is inevitable that if the Union's Longevity offer were placed in the parties' 2014-15 agreement by this Arbitrator, the Deputy Sheriffs unit would pressure the County for the same improvement as soon as bargaining opened on their next contract. In all these circumstances, the comparables factor weighs in favor of the County's offer of the *status quo* on longevity.

B. Discussion of Educational Allowances

Concerning educational allowances among the external comparables, four counties currently have no benefit (Black Hawk, Dallas, Johnson and Linn). Story County has a 100% tuition and books reimbursement benefit up to \$1,500/year similar to the current benefit in Dubuque County.⁷ The four remaining externals have benefits that vary widely as follows:

County	Benefit
Polk	Can hire up to 12% above minimum pay scale for prior experience, certifications or advanced ed. in a related field.
Scott	75% college tuition and costs reimbursement up to \$1,200/yr. + "C" grade + related courses
Woodbury	Senior status and pay raise if 4 yrs. tenure plus BA/BS degree; 6 yrs. tenure plus AA degree; or 8 yrs. tenure.
Pottawattomie	Up to \$1,100 reimbursement per FY for 50% of tuition only + "C" grade.

⁷ Story County also pays \$5.00 per month for each approved 3 credit course completed.

The chart above and other information show that two of the eight external comparables (Polk and Woodbury) have an increase in pay rates for completed certifications or degrees similar in principle to what the Union has offered here. None of the comparables expressly pays for U.S. military service with honorable discharge.

There is simply no support in the internal or external comparables for the Union's Educational Allowance offer. Furthermore, in my view, the Union evidence was insufficient to prove a link between the military service of some County AD unit employees and improved/enhanced service to the County, given the admissions of Muenster and Lynn herein. Therefore, this factor weighs in favor of the County's status quo offer on Educational Allowance.

The parties have agreed that the Union's Final Offer concerned only one statutory impasse item. Given my findings herein that the County's status quo Final Offer is preferred on both of the statutory factors at play in this case, the County's offer on Longevity and Educational Allowance are selected. This means that the parties' TAs, including that on Article 17 Sick Leave, Section 1, will remain in place as well. Having considered and weighed all of the evidence submitted in accord with the relevant statutory factors, I issue the following

AWARD

1. The County's offer of the status quo on Article 31, Educational Allowance and Article 32, Longevity, contained in the 2012-14 contract, is selected.
2. The parties' tentative agreements executed on May 6, 2014 shall also be contained in the parties' 2014-15 contract.

Dated at Oshkosh, Wisconsin, this 31st day of July, 2014.


Sharon A. Gallagher, Arbitrator

CERTIFICATION OF MAILING

I hereby certify that on the 31st day of July, 2014, I served the foregoing Opinion and Award on the following parties at their respective postal addresses by USPS mail.

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