

IN THE MATTER OF THE INTEREST ARBITRATION BEFORE THE IOWA PUBLIC EMPLOYMENT RELATIONS BOARD

COUNTY OF DUBUQUE-PUBLIC EMPLOYER

AND

DUBUQUECOUNTY DEPUTY SHERIFF'S ASSOCIATION-ADMINISTRATIVE UNIT

ARBITRATION AWARD

JERRY HETRICK, ARBITRATOR

ISSUED: OCTOBER 24, 2019

APPEARANCES

FOR THE COUNTY

MS. DAWN SHERMAN, HUMAN RESOURCES ADMINISTRATOR

MR. JOSEPH KENNEDY, SHERIFF

FOR THE DEPUTY SHERIFF'S ASSOCIATION

MR. KYLE MCCOY, ATTORNEY

MR. JOHN KLOOTWYK, BUSINESS AGENT

MR. DALE SNYDER, CAPTAIN

MR. RYAN KREMER, BARGAINING COMMITTEE

DATE OF AWARD: OCTOBER 24, 2019

In accordance with Iowa Code Section 20: 22(7) the County of Dubuque & the Dubuque Co. Deputy Sheriff's Association, the parties selected the undersigned as the arbitrator in its Interest Arbitration matter. The hearing was conducted at the County Law Enforcement Office in Dubuque Iowa on October 10, 2019. As required by PERB subrule 621.7(6) the hearing was recorded providing a record/transcript of the hearing. Exhibits were made part of the record without objections. Both parties waived post hearing briefs and elected oral argument to close the record. The award is based on the evidence, exhibits, and arguments of the parties.

BACKGROUND

Dubuque County is the 8th most populated county and located in Northeast Iowa with direct access by bridge to Wisconsin and Illinois. The Dubuque County Sheriff's Department is responsible for law enforcement for unincorporated areas of the County, Courthouse Security and the jail. Its area of jurisdiction encompasses some 617 square miles.

The County and Union, Teamsters Local Union #120, are parties to a collective bargaining agreement which expired June 30, 2019. Tentative agreement was reached on several issues but not all issues. The parties have met and reached impasse for a collective bargaining agreement effective July 1, 2019 through June 30, 2020.

IMPASSE ISSUES-WAGES, HEALTH INSURANCE, SHIFT DIFFERENTIAL

STATUTORY REQUIREMENTS

1. If an impasse persists ten days after the mediator has been appointed, the board shall have the power, upon request of either party, to arrange for arbitration, which shall be binding---
2. N/A
3. The submission of the impasse items to the arbitrator shall be limited to those items upon which the parties have not reached agreement. With respect to each item, the arbitrator's award shall be restricted to the final offers on each impasse item submitted by the parties to the arbitrator, except as provided in subsection 10, paragraph "b".

7. For an arbitration involving a bargaining that has at least thirty percent of members who are public safety employees, the arbitrator shall consider and specifically address in the arbitrator's determination , in addition to any other relevant factors, the following factors:
 - a. Past collective bargaining agreements between the parties including bargaining that led up to such agreements.
 - b. Comparisons of wages, hours, and conditions of employment of the involved public employees with 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 effects of such adjustment on the normal standard of services.

10. The arbitrator shall select within fifteen days after the hearing the most reasonable offer, in the arbitrator's judgement of the final offers on each impasse item submitted by the parties.

ANALYSIS/DISCUSSION

Both parties have exchanged Final Best offers. The task of the arbitrator is to determine the most reasonable offer on each item for incorporation into a successor based on the above factors. The County did not argue that the Union offer reduced or affected the welfare of the public or the standard of service provided the public. The County made no argument regarding its ability to finance the economic adjustments. This factor is not determinative of the arbitrator's decision.

Tentative agreement was reached on the Sick Leave Payout, an additional Holiday, Martin Luther King, Jr. birthday, Wage Increase(5%) ,added Step Wage Scale for the Tech Ops Supervisor and Duration of the Agreement, one year with an expiration of June 30, 2020.

The Issues presented for decision include the County's Proposal on health care to increase the employee's premium contribution from 5% to 6% of the total premium. The Union proposes to maintain the current Insurance Program and maintain the employee contribution at 5% of the monthly insurance cost. Under the Union's proposal, Administrative Deputies single premium would increase from \$33.91 to \$40.70. Family premiums would increase from \$79.08 to \$94.89. The Union proposes a lump sum bonus ranging from 1.75% of gross wages to 3.5% of gross wages based on the employees classification. The lump sum bonus is intended to protect employees from losing income due to increased insurance premiums.

The Union proposal would provide for Lump Sum Bonus Payment , effective July 1, 2019 as follows:

Lump Sum Bonus of 3.5% of annual gross wages for Chief Deputies

Lump Sum Bonus of 2.5% of annual gross wages for Captains

Lump Sum Bonus of 1.75% of annual gross wages for Sergeants & all other bargaining unit Position.

The Union proposal would increase the Shift Differential from 50 cents to \$1.00.

The County proposal does not include any lump sum bonus payment or shift differential.

The expiring agreement contains what the Union describes as unique within Iowa Public employee units. The base wage scale for this unit ties wages to that of the Sheriff as a percentage of the Sheriff. Accordingly if the Sheriff receives a salary increase, any wage increase for members of this unit must be measured by Article 25 and cannot exceed the specific % of the Sheriff's base pay.

The Union's proposal, labeled an Insurance proposal, in reality, deals with employee compensation. It would allow the County to continue to require employee contributions of five percent of the insurance premium. The Union correctly points out that it received a \$1500 bonus as a quid pro quo for increased employee contributions under the expiring agreement. It has disappeared and without the lump sum bonus the Union proposes the employee will suffer a financial loss, particularly as the County seeks to increase that employee contribution to six percent. At five percent the same financial loss results but is one percent less.

One factor the arbitrator is mandated is the examination of past collective bargaining agreements between the parties including bargaining that led up to such agreements. The bargaining leading up to the expiring agreement resulted in employees sharing in the increased premium costs with income protection as a quid pro quo in the form of lump sum bonus..

The loss of income must be offset by some quid pro quo in the form of income protection, either as a lump sum bonus or a substantial wage increase. Internal consistency is the standard to be followed when health insurance are at issue according to arbitrator Marvin Hill. The Deputy Sheriff's Association monthly contributions were increased for single and family coverage as follows:

July 1, 2019 Single coverage-\$40/mo-Family coverage-\$95/mo

July 1, 2020 Single coverage-\$50/mo-family coverage-\$115/mo

July 1, 2021 Single coverage-\$55/mo family coverage-\$120/mo

No lump sum bonus payment to cover employee cost was included. The wage increase for this unit was 3%-3%-3%. Non represented employees also received a 3% wage increase. The County has offered a wage increase of 5% general increase represents an additional 2% increase above what has been offered other internal comparables and non represented employees.. In the arbitrator's opinion, the higher percentage increase represents a quid pro quo in place of a lump sum bonus and unlike the previous disappearing lump sum bonus is compounded for future earnings. Under the County's proposal to increase employee costs to 6%, this unit would pay \$94.89. The Deputy Sheriff's Association contribution would be \$95.00. Other County employees would contribute \$110.71. Under the County proposal the Deputy Sheriff's Association would take home 94.2% of their average wage increase while Administrative employee would take home 97.7% of their average increase.¹ The arbitrator is reluctantly directed in favor of the County position of not including the Union's proposal on an additional lump sum bonus as well as increasing the health insurance premium for this unit to 6% of the total premium effective January 1, 2020.

The statute also directs the arbitrator to address both parties proposals based on "Comparison of wages, hours, and conditions of employment of the involved public employees with those of other employees doing comparable work, giving consideration to factors peculiar to the area and classifications involved". The record reflects disagreement on external wage comparisons. The County looks at the top ten counties using only sergeants' wages. That classification employs nine of the sixteen unit members or 56% of the unit The maximum of the sergeant's pay grade is \$89,483.58 and ranks third behind Dallas and Polk counties. Essentially the County argues there is no need to provide a lump sum bonus based on the comparison factor. The Union offers only Linn County as a comparison which reflects the entire Command Staff is more highly compensated than this unit. A comparison of Sheriff salaries shows Linn County at a salary of \$159,751.41 vs Dubuque County at \$111,000.² The Linn County Captain salary is \$124, 606.09 or 78% of the Sheriff's salary The Dubuque County Captain salary at 82.5% of the Sheriff's salary would be approximately \$91,575. A comparison of Sergeants shows the Dubuque Sergeant at \$89,483.58 vs Linn County Sergeant at \$88, 899.20. The factor of comparisons slightly weighs in the county's favor.³

Finally, the Union proposes to increase the Shift Differential from \$.50 cents/hour to\$1.00/hour. The basis for the increase is to make it more attractive and encourage applicants to bid on off shifts which are unattractive for family reasons. Captain Dale Snyder addressed this proposal. There was no offering of data on what comparable external units provide in the way of shift differential. The only comparable data is the internal comparable with the Deputy Sheriff's Association which also provides a \$. 50 cent/hour differential. Captain Snyder truthfully acknowledged the bargaining unit

¹ Company Exhibit #1

² Based on Sheriff Web Page and testimony of Union witness Kremer

³The arbitrator takes note that the Compensation Board recommended a 15% increase for the Sheriff which County Commissioner rejected.

had not heard complaints but thought it was a good idea as overtime pay is not in the base for Deputies. For its part, the County denies a recruitment problem exists. In the arbitrator's opinion, the Union has not provided sufficient convincing weight to support its proposal for an increase in the shift differential. If off shifts are undesirable, money does not cure the problem.

Conclusion and Award

PERB sets out the factors the arbitrator must consider in making his/her award. It does not indicate which factor is more important or which carries the most weight. The task of the arbitrator is to reach a conclusion that is satisfactory enough to be workable/acceptable based on the statute and by application of the information, testimony and exhibits provided by the parties.

For these reasons, after consideration of statutory requirements and the record, the arbitrator makes the following determination as to which is the more position on the issues at impasse:

Article 10-Health Insurance -Health Insurance Premium will be increased to 6% of the total premium effective January 11, 2020 per the County Proposal.

Article 25-Wages-5% General Increase per County Proposal. No Lump Sum Bonus Included?

Article 32-Shift Differential-Per County Proposal to remain as Per Expiring Agreement

All tentative agreements will be incorporated into the successor agreement to be effective July 1, 2019. All provisions of the expiring agreement not changed by this award or tentative agreements will be incorporated into the successor agreement effective July 1, 2019.

Respectfully:

Jerry Hetrick

Attached : Certification of Service