

Before
Rex H. Wiant
Arbitrator

*****)
Interest Arbitration between)
City of Indianola, Iowa)
Police Unit)
and)
Teamsters #238)

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PUBLIC EMPLOYMENT
RELATIONS BOARD

Iowa PERB #CEO1264/Sector 1.

For the Employer: Matthew Brick of the Brick Parish Law Firm.

For the Union: Jill Hartley of the Previant Law Firm.

Jurisdiction: An interest arbitration was held via Zoom on June 25, 2021. The unit clearly meets the qualification of a public safety bargaining unit. Both parties agreed that there were two issues properly before the Arbitrator. Those two issues were wages and sick leave payout. Each side had the opportunity to present evidence, testimony and cross examine the other side.

The record was recorded via Zoom and transmitted to the Iowa PERB. All exhibits were sent by U.S. mail to Iowa PERB upon issuance of the decision.

Iowa law is clear what the Arbitrator must consider before making his decision. Section 20.22(7) lists three criteria: past collective bargaining agreements, comparison of wages, hours and conditions of employment, and interests and welfare of the public. All three were reviewed by the Arbitrator.

The biggest argument raised by the parties was comparability. Both sides presented similar lists. The Arbitrator selects the towns that were on both parties lists as most comparable. The town of ~~Grimes~~
Waukee decertified their police bargaining unit so it is not included as a comparable.

NOTE: Parties agreed to change Grimes for Waukee.
All witnesses were sworn.

Issue 1. Wages:

Employer Position: 3.0% across the board.

Union Position: 3.5% across the board.

Discussion: The issue of wages is easy to decide. All comparables increased wages 3% with the exception of Windsor Heights raising wages 3.5%. The closest of the parties positions is the position of the Employer.

The Arbitrator selects the Employer position wages.

Issue 2. Leaves of Absence Sick Leave:

Employer Position: The Employer rejects the addition of a sick leave payout.

Union Position: The Union proposes the addition of a 25% sick leave payout upon 22 years of service with a maximum of 760 hours.

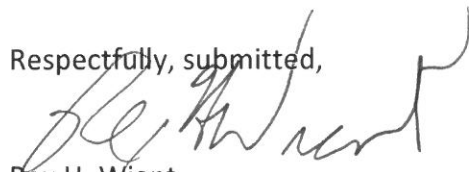
Discussion: The sick leave question is much more difficult. The Union seeks to add a benefit that the Employer has long resisted. At the current time only one person in the bargaining union qualifies for the benefit. Neither side can say when a second person would qualify to such a benefit.

An examination of internal (within the Employer) and external (Police departments between cities) comparability has differing out comes. Internally none of the bargaining units in the city has such a benefit. Externally most do. Windsor Heights is the only comparable that does not have some form of sick leave cash out. Pleasant Hill has a vacation option and Altoona has an insurance option. Johnston has a paid time off option. Norwalk and Clive have a similar cash out provision.

The Arbitrator believes that such an option would be good for the department. It would serve to encourage long term officers to stay with the department, while not encouraging sick leave to be frivolously used. It does not have a significant cost to the Employer.

The Arbitrator selects the Union position of sick leave.

Respectfully, submitted,



Rex H. Wiant

Arbitrator

Dated on July 7, 2021.

CERTIFICATE OF SERVICE

I certify that on the 7 day of July, 2021, I served the foregoing Award of Arbitrator upon each of the parties to this matter by (_____ personally delivering) (_____

mailing) a copy to them at their respective addresses as shown below:

Matt Brick, Esq
6701 Westaway Parkway #100
West Des Moines IA 50265

Jill Hartley Esq #100
310 W Wisconsin
Midvalee WI 53203

I further certify that on the 7 day of July, 2021, I will submit this Award for filing by (_____ personally delivering) (_____ mailing) it to the Iowa Public Employment Relations Board, 510 East 12th Street, Suite 1B, Des Moines, IA 50319.



Rex Wint, Arbitrator
(Print Name)