

IN THE MATTER OF THE INTEREST ARBITRATION BETWEEN

Hennepin County Supervisors Association
-And-

BMS Case No. 19-PN-0560
Detention Sergeants

Hennepin County
Employer

ARBITRATOR: James A. Laumeyer

DATE & PLACE OF HEARING: September 11, 2019
Hennepin County Government Center
Minneapolis, MN

DATE OF RECEIPT OF POST-HEARING BRIEFS: September 27, 2019

DATE OF AWARD: October 24, 2019

APPEARANCES:

Hennepin County Supervisors Association

Zaidee Martin, Attorney
Joel Button, Attorney
Benjamin Ebbers, Union President

Hennepin County

Todd Olness, Labor Relations Specialist
Steven Kompelien, Compensation Manager
Katherine L. Megarry, Chief Labor Relations Officer
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BACKGROUND

Hennepin County is the largest of the 87 counties in Minnesota, employing over 9,000 organized and non-organized employees. There are 17 collective bargaining units in the County—nine non-essential and eight essential units (Exhibit 12). The Association represents 226 employees in nine supervisory job classes.

The Hennepin County Supervisors Association (“Association” or “HCSA”) represents first line supervisors in Hennepin County (“County”). The HCSA Contract currently covers about 220 supervisors. The classification in question, Detention Sergeants, work in the Jail under the Sheriff. There are approximately 22 Detention Sergeants in Hennepin County. They are working supervisors who both manage the performance and scheduling of Detention Deputies under their supervision and manage the health and well-being of the inmates within the jail. This includes making rounds, searching cells, handling inmate grievances and violations and responding to facility emergencies.

During the recent round of bargaining, the Parties agreed on the general wage increases that followed the same pattern as the other voluntary settlements for other bargaining units at Hennepin County and various other changes specific to this unit and/or individual classes within the unit. The only issue that the Parties could not agree on was what the appropriate wage schedule was, and the amount of above market wage increases, if any, for the Detention Sergeants.

The Association’s final position requests a 5% market adjustment or above-pattern increase in 2019 above and beyond the already agreed upon 2.5% general pay increase. In this round of bargaining, the County did not agree to any above-pattern market adjustment *of any amount* unless compelled by evidence of problems in retention and/or the relevant labor market. This is the criteria for all employee groups.

On June 19 and July 24, 2019, the Employer and the Association submitted their final positions to the BMS (Exhibit 3 and 4). The Parties selected James A. Laumeyer to arbitrate this interest dispute and he conducted the hearing on Wednesday, September 11, 2019 at the Hennepin County Government Center. Each Party e-mailed their post-hearing brief to Arbitrator Laumeyer by the end of business Friday, September 27, 2019 and cross-served the other. The Parties elected not to submit rebuttals. The hearing was closed on that date.

STATEMENT OF JURISDICTION

Pursuant to the provisions of the State of Minnesota Public Employment Labor Relations Act (PERLA) as amended, an Interest Arbitration Hearing was held on the matter in the Government Services Center in Minneapolis, Minnesota. At the Hearing the Parties were afforded full opportunity to present testimony under Oath, evidence, and arguments. The Parties requested the opportunity to submit post-Hearing briefs, such were duly received in a timely fashion and the Hearing was declared closed on September 27, 2019.

THE ISSUE

As certified for arbitration by BMS (Exhibit 3) Salary Rates 2019 (Art 41, Sec 1), the issue is to be addressed is what the appropriate wage schedule should be for Detention Sergeants for 2019.

The Parties and this Arbitrator met for a Hearing on these matters on September 11, 2019. The Parties then submitted post-hearing briefs on September 27, 2019 and no rebuttals were requested. At that time, the Record was closed.

The Arbitrator is compelled to assess the final positions of the Parties on the basis of their relative positions on the Issue and the total impact of the Award. Further, the Arbitrator is compelled to find such decision shall be predicated upon a question of whether a reasonable party would accept the explicit and/or implicit economic, social and political “costs” of a strike over the current differences in positions on the Issues. The compelling conclusion is the Arbitrator is totally convinced that such mutual acceptance is not apparent, resulting in the proceedings. Subsequent to considering the final positions of the Parties, this Arbitrator was compelled to conclude that neither party would voluntarily accept the position of the other in the process of collective bargaining, but rather that both parties are “locked in” to their positions. Further, the Arbitrator found the cogent testimony of the Association president who stated the contract without any market adjustment would be rejected in excess of 80% of the membership. Further, for these essential employees, this vote was analogous to the strike vote. Further, the representative described the dispute as a matter of precedent, respect and fairness.

Accordingly, the Arbitrator concludes that the Association would not agree to a negotiated settlement and did not include a market adjustment for the Detention Sergeants. Likewise, the County is adamant that a settlement would *not* include a market adjustment.

Such dilemma must be left for conjecture given that the Association (essential employees) does not have a legal right to strike. Additionally, the Detention Sergeants, while united and passionate in their position, represent a relatively small portion of the bargaining unit. Nevertheless, this neutral will fashion an award that arguably would have been negotiated to end or settle a strike on this matter.

Arbitrator Richard Miller explained this higher standard for Interest Arbitration: “The role of an interest arbitrator in cases dealing with essential employees is to fashion awards as the parties themselves would have negotiated *to end a strike*.” Law Enforcement Labor Services v. Cottonwood County, BMS 01-PN-1423 (Miller, 2002) The Arbitrator notes and appreciates the Employers contentions that strikes have become rare and “strikes do not result in changes to pay plans unless they are changes sought and imposed by management.”

Additionally, the Arbitrator is appreciative of the guidance of Arbitrator Christine D. Ver Ploeg regarding the bases of an award in Interest Arbitration:

“The two primary bases for decision in any interest arbitration are:

(1) Determining what the parties would likely have negotiated had they been able to reach agreement at the bargaining table or, in the case of the essential employees, to settle a strike. Although the determination is speculative, arbitrators understand that to award wages and benefits different than the parties would, or could, otherwise have negotiated risks undermining the collective bargaining process and provoking yet more interest arbitration.

(2) Seeking to avoid awards that significantly alter a bargaining unit’s relative standing, whether internal or external, unless there are compelling reasons to do so.” Minnesota Teamsters Public and Law Enforcement Employees Union, Local No. 320 v. Carver County, BMS 12-PN-0380 (Ver Ploeg, 2013)

The Arbitrator is committed to a clear and consistent strategy in fashioning of the awards below. In general, the strategy will favor the Employer as far as discretionary authority/ability to direct the workforce and conduct business in an efficient and effective manner. Development and administration of pay policies are examples of these Employer rights. At the same time, the

Arbitrator will favor the Union in matters of “fair” benefits and compensation. In essence, the Employer is empowered to manage the operations and workforce, and the employees.

These interest arbitrators generally look at factors in determining wage rates, the employer’s ability to pay, adjustments in the cost of living and other economic data, internal comparisons and external wage comparisons.

DISCUSSION

In this matter, the Employer has declared that there will not be an argument that the County does not have the ability to pay for a requested increase. Rather, the County is presenting other formidable arguments in this matter. Accordingly, the factors of the ability to pay and other economic factors will not be an influence in this award.

Similarly, the union is not presenting an argument that the cost of living as an influential factor. Exhibit 9 documents a CPI-U in 2018 as 1.9%, which is less than the general increase negotiated for all County employees. Further, Exhibit 9 shows that the general wage increases provided from 2008 to 2018 exceeded the CPI-U by 6%. The Arbitrator notes that the general salary adjustments for county employees including this unit are:

25% effective 01-06-19

2.5% effective 01-05-20

2% effective 01-03-21

The Parties did not contend that market pricing should be a controlling factor in this matter.

The Association

- **The Detention Sergeants should receive the same market adjustments, which has become the internal pattern in the Sheriff’s Office.** Exhibit 26 illustrates that ten of the 11 classifications in the office (excluding the Sheriff) received market adjustments in 2016, 2017, and 2018. The formula has been inconsistently applied in the jail, which has created these perceived inequities.
- **The classification of Licensed Sergeants, who do the same work in the jail as Detention Sergeants, received a 5% market adjustment.** The County has put aside the

formula and granted matching increases under similar circumstances to others in the County workforce.

- **There is no exception in internal comparisons, for interest arbitration awards or unilateral employee choices for non-represented employees.** [
- Voluntary settlements with Unions in the County do follow a rough pattern that matches the market formula. The formula requires either 20% turnover or 10% turnover and a job rate at less than 90% of market. The formula was used in the round of bargaining and for unrepresented employees in 2019. However, the market formula criteria does not extend to the Interest Arbitration and non-represented employees in the jail between 2016 and 2018. The internal pattern in the jail for market adjustment is not the market formula the County developed. The County cannot argue that the Interest Arbitration should not be counted when they argue that the market adjustment for Detention Sergeants will affect the internal pattern considered for the next pending Interest Arbitration in the jail.
- **Requiring a minimum level of turnover for a market adjustment penalizes good loyal supervisors.** The County did not use turnover data to justify market adjustments for higher level classifications.
- **The County strategy of pattern bargaining only works when there is pattern of voluntary adjustments and they use it consistently with all classes, including those who are non-represented.** The weakness of the market formula used by the County is that there are no internal comparisons made to like jobs inside the County. The turnover rate does not include employees who leave one county job for another in the County.
- **The internal pattern of wage increases in the jail is a minimum of a 5% market adjustment.** In this case, there is a pattern of market adjustments so clear and consistent that it should be automatically applied to the Detention Sergeants. The increase over the last four (4) years to each of the other classifications in the jail are undeniable—3%, 5.7%, 5%, 5%, 5%, 5%, 7.5%, and 7.5%. The internal pattern for market adjustments in the jail is at least a 5% market adjustment.
- **Even if historical data about matching increases were relevant, since the Detention Sergeants organized with the Association, there were only two individual increases that weren't given to them in the same or subsequent round of bargaining.** There is no history that the County can point to and set a standard between the Parties. Even if

there was, it would not be sufficient to contradict the internal pattern that exists right now in the jail. There is a difference between one classification not getting a market adjustment and a clear, consistent, overwhelming internal pattern of all other classes receiving a market increase.

- **The differential in the jail clearly shows that the Detention Sergeants are losing ground and will be left behind if they receive no market adjustment.** The differential between Detention Sergeants and those they supervise is not adequate given their history. The differential was 33.5 in 2013 and is now 22.7, which is low, and 5% below the differential for licensed sergeants (Exhibit 24). The differentials between same ranked supervisory classes are not consistent with other ranks in the jail (Exhibit 27).
- **The Union cannot accept and survive a voluntary argument without this market adjustment.** The sole purpose of a Union is to advocate and negotiate for fair wage increases and in this case unorganized employees got a “matching” market adjustment just for asking. The Association president testified that the Association and their members are united behind the Detention Sergeants and understand the clear inequities between the market formula and the internal pattern in the jail. It is more dire for the Association than the non-organized employees to get more generous increases than the formulas used for organized labor would have offered them, without having to wait for the contract to expire or offering a quid pro quo. Instead, these increases were granted to set the County’s wages as highest among the external comparisons and it was internally fair. This really makes it even more important that the Association not accept a voluntary argument that is less than both organized and unorganized employees granted in their work area.
- **All other employee groups in the jail have already received their increases and a mid-year effective date would treat employees with anniversary dates in the same year differently.** The Association requires that any market adjustment be applied retroactively to the beginning of the contract, which is still after almost all the other market adjustments in the jail.
- **The County could easily have anticipated and budgeted for this increase.** If an Arbitration factor was whether the County budgeted for an increase, then the County would never budget for any wage increase that might go to Arbitration.

The Association requests that the Arbitrator find that the County's lack of internal comparisons and the clear and overwhelming internal pattern in the Detention Sergeants work area constitutes sufficient support for a 5% market adjustment retroactive to 01-06-2019. Further, that the Arbitrator retain jurisdiction over the implementation of the award.

The Employer

- **The current economic environment supports the County settlement pattern.** The County has provided its workforce with healthy general pay increases in each year of its new three-year contracts.
- The County states that additional increases for these employees have not been budgeted and would exceed the funds allocated to the jail.
- **Internal comparisons and data do not suggest an above the pattern market adjustment.** In bargaining, the County successfully achieved voluntary agreements with 15 of its 19 unions that include the previously detailed general pay increases in each year. Excluding the Detention Sergeants and Licensed Deputies, the voluntary settlement pattern encompassed 92.3% of all union employees and 94.6% of the County's total workforce. Recently, Arbitrator Befort sustained the County position BMS 19 PN 0418 Teamsters 320 and Hennepin County and outlined the standards of redefining of voluntary agreements criteria for determination and burden on proponent for change. The County does not deviate from the logic that only jobs with sufficient retention and/or market problems warrant market adjustments above and beyond the general increase pattern. The County must preserve the internal settlement pattern and formula so bargaining units that settle first are confident that their settlement would serve as a jumping off point from which bargaining units would ratchet up their pay. At no time was the Association able to assert an error in the county's data or some flaw in the disciplined approach. The Detention Sergeants may be disappointed that other Sheriff office employees received extraordinary pay increased, but their dissatisfaction does not meet the heavy burden the Association requires.
- **The Detention Sergeants do not meet the County's criteria for above-pattern market adjustments.** During the 2019-2021 negotiations, only 14 of the nearly 500 County job classes demonstrated a compelling need based on strict retention and/or

market criteria to deviate from the strong internal pattern and receive a market adjustment. The County showed its criteria and data with every union at the bargaining table. The Association did have one class that met the criteria and received a market adjustment. Based on its market data (Exhibit 16) and nearly non-existent voluntary turnover, the Detention Sergeants class did not come close to meeting the established criteria.

- **The Director of Labor Relations testified that a market adjustment for the Detention Sergeants would solve no problem for retention, attraction or merit based problem for Detention Sergeants.** The Detention Sergeants do not qualify for a market adjustment. An unjustified above pattern increase doesn't put pay issues to bed, but instead exacerbates pay problems and needlessly complicates bargaining and the County's relationships with its union partners. Labor Relations has great respect and regard for the County's Detention Sergeants and the important work they perform, but the County cannot break its internal pattern on their behalf without compelling rationale to do so.
- **The Association's contention/position that the differential between licensed and non-licensed sergeants constitutes internal equity is a self-serving argument** that the Association created and has no basis in bargaining history or the County compensation system. The differential has existed since 1988 when the county created the Detention Sergeants class. The County uses a small number of licensed sergeants in the jail because they can take law enforcement actions, such as taking someone into custody, making an arrest, donning a weapon and moving into the lofty at the jail, which a Detention Sergeant cannot perform. The County has 22 Detention Sergeants who do work at the jail and 37 licensed sergeants—3 of which, are assigned to the jail. The argument for equity in pay between Detention Sergeants and Licensed Sergeants isn't reasonable and has no foundation in the County's compensation structure.
- **Sound supervisory differential is maintained with the County pattern.** The County recognizes that the healthy supervisory differential also helps the organization retain supervisors and provides a bulwark against voluntary demotions. In this instant case, the County is on solid ground. The County maintains that the differential of 22.7 is healthy and that there have been no voluntary demotions or positions unfilled. The differential for

Detention Sergeants is slightly higher than the differential for Captains and Lieutenants in the Sheriff's office.

- **The argument that because other jobs in the Sheriff's office have receive above-pattern market increases, so too should the Detention Sergeants does not have merit**
The former sheriff with authority to do so gave his chief deputies and majors (at will employees) increases to lead the market in the 7 metro county. His office is the largest and is working in a complex urban environment. Labor Relations Director Megarry testified that at will employees do not have job security as evidenced when the sheriff did not get re-elected. The County cannot afford to lead the market for 500 job classes. An Employer's can rationally viewing its market analysis based on the notice of the employment relationship should not curate a new pay obligation for other classes that don't meet the special criteria.
- **It is instructive to review the County's history of above pattern market increases in the Sheriff's Office since 2000.** Exhibit 22 confirms that because they are market based, above pattern market adjustments made to some job classes do not automatically fall to others more specifically in the years 2000, 2001, 2003, 2014 and 2015 single classes received above pattern increases, but none of the other classes.
- **The cascading effect needs to stop.** The cascading that began with Arbitrator Miller recent award would continue if this Arbitrator grants a market adjustment to the Detention Sergeants.
- **The Union's claim that the market adjustment is critical to Union stability is irrelevant.** It is unlikely that the Association's 226 members would support a strike over the perceived inequity of 22 Detention Sergeants. The contention that the Association would disband is also not likely due to the perceived inequity of 22 employees.
- **In this case, the Arbitrator must stand in the shoes of the Employer** and determine if the County, as a rational actor, would break the overwhelming wage settlement pattern with its largest unions for unwarranted improvements for one of its last unsettled (and one of the smallest) bargaining units.
- **Minnesota's Interest Arbitration endeavors to issue awards that are comparable to the settlement the Parties might have reached** had these collective bargaining negotiations been successful (or to end a strike). (Arbitrator Bognanno) Interest

Arbitration is an essential unit's substitute for its ability to strike; it is not a substitute for collective bargaining.

- **The Association has presented no evidence that compels the County to stray from its analysis and conclusions.**

The County requests the Arbitrator find the County's strong internal pattern and consistent criteria for market adjustments to deny the request of the Association for a market adjustment for the Detention Sergeants.

ANALYSIS

Both parties have presented compelling arguments in this matter. The County has argued that it has been generous and consistent in the philosophy to grant general increases that exceed cost of living (CPI-U) increases. Exhibit 9 confirms that for the period of time from 2008 to 2018 the County granted general increases of 25.2%, while the total of CPI-U rates were 19.6% for the same period—or 6% less than the general increases for the same period of time. Accordingly, the County has provided general increases that have protected the workforce from erosion or loss of purchasing power and loss of position in the market as the result of inflation. In addition, the County has granted significant increases in benefits for 2019 to 2021. The Arbitrator finds this philosophy and practice as exemplary.

Further, the Record indicates that the County has reached settlements with 15 of 17 union locals, representing 92.3% of its unionized workforce and 94.6% of all County employees. The Parties were successful in solving or releasing every issue for all nine classifications, except for those which were subsequently approved by the Bureau, with the general pattern and formula salary adjustments.

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Accordingly, the Arbitrator was strongly impressed with the County's conduct of pattern bargaining in the 2019-2021 bargaining. Similarly, this neutral was positively impressed with the County's approach regarding above the market adjustments referred by the Parties as "the formula."

The County has created and utilized the formula for the sound business reasons of attraction and recruitment. The County has a history of granting above the market adjustments in every round of negotiations. The Record indicates that for 2019-2021, the County has granted 22 requests for market adjustments under the formula, including several in the Association.

Significantly, the County has been open and transparent with the critical data to support the analysis and decisions regarding each request for an above the market adjustment. While the formula may warrant minor changes in the future, the Arbitrator finds their current formula as reasonable, valid and prudent. Further, there is no dispute that the Detention Sergeants do *not* meet the formula's criteria for an above market adjustment.

The Arbitrator rejects the Association's argument that the wage increases granted by the former Sheriff to his top staff as basis for above the market increases requested by the Association for Detention Sergeants. The Sheriff has the legal authority to determine the wage for his unclassified staff. While the rationale given for the County to be a market leader maybe reasonable, the Sheriff does not have the need to justify his/her decisions. The Sheriff's decisions have no direct impact in this matter. These wage increases have become the impetus for the "cascading" within the Sheriff's Office, but the actions by the Sheriff are not in itself a basis for the requested increase. Further, the Arbitrator rejected the County's explanation that these increases given by the Sheriff are justified because these employees are at will and do not have the job security of classified employees. Such circumstances are not compensable and are irrelevant. The wage determinations for the Sheriff's immediate staff should not drive the compensation policies for the classified County employees.

Based upon further analysis the Arbitrator has **rejected the following arguments** of the Parties:

- The Arbitrator rejects the argument that the Detention Sergeants do the same work and deserve the same compensation as the Licensed Sergeants. The argument that a small number of Licensed Sergeants work alongside the Detention Sergeants in the jail is not persuasive based on these conclusions:
 - Licensed Sergeants have different selection criteria related to licensure
 - Licensed Sergeants have higher level law enforcement responsibilities and qualifications, such as arrest and donning weapons capabilities.
- Further, the Arbitrator rejects the Association's contention that that the supervisory ratio of 22.7% (Exhibit 24) is a compelling basis for an above the market adjustment. While this ratio has been decreasing since 2013, 22.7% is respectable and higher than all other supervisors in the Sheriff, with the exception for Licensed Sergeants. The Arbitrator did

note that the ratio for the Detention Sergeants was relatively stable for six years, but has taken a “hit” of nearly 20% this year, while all other ratios remained constant.

- The Arbitrator totally rejects the County’s arguments that this grievance should be denied because the County did not budget for these increases. Such criteria could control in most grievances and give the employer the unilateral ability to “stack the deck” for any and all grievances with financial implications.
- Further, the Arbitrator rejects the Parties contentions that there is a burden upon this Arbitrator to rule in their favor for the following reasons:
 - The County contends that an unfavorable award could be precedential for the pending interest arbitration for Licensed Deputies. This Arbitrator has been chosen to rule on the merits of this particular matter, rather than consider pending grievances.
 - The Association has contended that an unfavorable award would damage the stability of the Association related to the recent Janus decision by the U.S. Supreme Court. The Record is absent of any evidence or indication that the County has any intent to harm the Association by actions or decisions in collective bargaining and/or compensation policies. Nevertheless, the Arbitrator was impressed with the cogent testimony of the Association president when he stated that the Detention Sergeants have the support of in excess of 80% of the bargaining unit. Whether such support would transfer into rejection of the Labor Agreement by the majority of 200 members over an issue that effects 22 members must be left for conjecture.
 - Similar to the County budget argument, the Arbitrator will not accept responsibilities to rule in favor of the Association premised upon this argument which would give the Association a case for favorable awards for any matter with financial implications or emotion-laden issues.

The presumptive and controlling argument/**basis for this Award** is that the Detention Sergeants are the victim of disparate treatment within the Sheriff’s Office based upon the following cogent conclusions:

- This case is the tale of two very different collective bargaining processes. While the County has been consistent with professional bargaining for its vast majority of the workforce, the Sheriff's Office is a clear exception that has developed an internal pattern of above market adjustments for all other classes, which were not justified by the formula criteria.
- The bargaining process for vast majority of the workforce was a consistent and pervasive display of pattern bargaining. The County had offered all bargaining units respectable general increases and benefit improvements. In addition, 14 classes received market adjustments consistent with the established formula for classes with significant retention or recruitment issues.
- Conversely, the classes in the Sheriff's Office were treated differently for market adjustments and the formula. In that office, seven out of the ten classes received market adjustments (Exhibit 26 & 22), even though none of them qualified under the criteria of the formula. This practice was started by the Sheriff, who is an elected official, for the Chief Deputy and the Major, who are at will employees. This practice was continued by Human Resources and Arbitrator Miller.
Accordingly, there are perceptions of some inequities in the Sheriff's office.
- Exhibit 23 and Exhibit 26 illustrates that since 2016, the Detention Sergeants have been the *only supervisory* class that did not receive an above average adjustment. Further, there is no contention that the adjustments given to the recipients in the office were justified by the formula.
- The supervisory differential for the Detention Sergeants, while consistent for six years, is now reduced by nearly 20%. No other supervisory class in the jail had reduced differentials.
- The Arbitrator Awards I.E. Befort & Jacobs agreed that the County position be upheld when there is no documented variance or inconsistency in the application and determination of the formula.
- The Award of Arbitrator Miller became the outlier when it was disclosed that in the Sheriff's Office some classes were treated disparately and inequitably with requests for adjustments under the formula. In these cases, the County ignored the formula and granted increases not warranted by the formula.

Arbitrator Miller (BMS 17-PN-0560): “While the Arbitrator concluded in his previous decision that the union was not a victim of disparate treatment among County employees, the disclosure of this new evidence, which was purposely withheld from the union and the Arbitrator during the interest arbitration hearing, changed that conclusion. The existence of hidden market adjustment to the Chief Deputy and Majors is now the most significant turning point in this case...Because there is no uniform application of a policy regarding market adjustments, the analysis must shift away from internal to the external.”

For 2016, the Majors were 2% above the external market average, and the Chief Deputy was 5.2% above (p12, Exhibit 19). This data proves that the County did not apply the same standard to identify a compelling need based on the external market. Had they treated the Sergeants the same as the Majors, a 7.5% market adjustment should have been granted for the Sergeants. The Majors were 6.25% below their County-defined external market (i.e., Ramsay County) in 2016. Id. The Licensed Sergeants were at the same, or worse – 6.2% below their external market for 2016, and 7.6% below for 2017 (Union Exhibit 17). Yet, despite nearly identical percentages below their representative markets, the Majors received a 7.5% market adjustment and the Sergeants received 0%.]

The Record, Exhibit 16, shows that the Detention Sergeants as similarly positioned in the market to the Licensed Sergeants.

- Previously, the County have mirrored raises to other classes in the Jail who were granted raises and were at the same level in the org chart (Lieutenants). The Detention sergeants are at the same level as the licensed sergeants in the jail Exhibit16
- The Arbitrator concluded that the Detention Sergeants were undercompensated based upon the relevant comparatives.
- Exhibit 16: The midpoint is the market anchor comparison for class wages. An analysis of the midpoints demonstrates that the wages at midpoint for the Hennepin Detention Sergeants is significantly lower than those paid in Dakota, Ramsey, and Scott counties, which are valid comparisons for Hennepin.

Based upon the conclusions cited above, the Arbitrator is compelled to find that the Detention Sergeants have been treated disparately and unfairly. Fairness is the foundation for a compensation system and for a positive employment culture. It does not appear that this inequity was planned or calculated, but rather fostered by other circumstances and actions.

This Award concerns only the Sheriff's office to address an inequity created by unusual circumstances.

Therefore, this Arbitrator directs the County to grant the Detention Sergeants a market increase of 5% to the internal pattern in the Sheriff's Office, effective 01/06/2019 as a one-time remedy in this matter. This Arbitrator appreciates that there may be burden on the County for retroactive adjustments and would be open to a less complex approach mutually acceptable to the Parties. The Arbitrator will retain jurisdiction for assistance in the implementation of the Award.

AWARD

The Arbitrator directs the County to grant the Detention Sergeants a Market Increase of 5% Retroactive to the effective date of the 2019-2021 Collective Bargaining (1-6-2019)

The Arbitrator will retain jurisdiction for 30 days to assist in the Implementation of this Award.

Arbitrator James A. (Jim) Laumeyer October 24, 2019