

IN THE IOWA ADMINISTRATIVE HEARINGS DIVISION
CENTRAL PANEL BUREAU

IN THE MATTER OF:

Teamsters Local Union No. 238,

Complainant,

and

City of Shenandoah, Iowa,

Respondent.

PERB Case No. 102948

DIAL NO. 25EABPPC0015

**PROPOSED DECISION AND
ORDER**

Introduction

Teamsters Local Union No. 238 (Teamsters, Union or Complainant) filed the above captioned Prohibited Practice Complaint (PPC) filed with the Employment Appeal Board (EAB or Board) on November 22, 2024. The PPC was filed pursuant to Iowa Code section 20.11. The Teamsters allege that the City of Shenandoah (City or Shenandoah) committed a PPC within the meaning of Iowa Code section 20.10(2)(a) and (c) when “[o]n or about August 27, 2024, the City, through its agent Police Chief Gray, threatened employee Jeff Hoyt's employment and advised him that he had violated the chain of command by contacting the Union about an employment related matter and by bringing his Union steward into a meeting with the City Administrator and Police Chief.” The Union requested that the Board find that the City violated Hoyt’s rights under Iowa Code Chapter 20 and requiring the City to cease and desist from future violations.

An evidentiary hearing was held on May 28, 2025. Attorney Jill M. Hartley represented the Union. The Union submitted Exhibit A, which was admitted into evidence without objection. Attorney Ann Smisek represented the City. The City submitted Exhibits 1 through 8 that were admitted into evidence without objection.

Finding of Facts

The Union is an employee organization within the meaning of Iowa Code section 20.3(4). The City is a public employer within the meaning of Iowa Code section 20.3(10). The Union is the certified bargaining representative for City employees in the bargaining unit. The bargaining unit is the exclusive representative for all employees of the City of Shenandoah, as certified by the Iowa Public Employment Relations Board [October 11, 1993].

INCLUDED: All employees of the City of Shenandoah, Iowa including Police, PD Clerks, Fire, Water, Sewer, Street, Parks, Cemetery Departments and Library.

EXCLUDED: All Elected Officials, Department Heads, Supervisors, Confidential Employees and other (sic) excluded by the ACT.

(Exhs. A and 3).

In approximately 2017, Jeff Hoyt (Hoyt) became a reserve officer with the Shenandoah Police Department. (Hoyt Testimony). A reserve officer is a supplementary officer whose job duties include a regular police officer's duties with the exception of Operating While Intoxicated (OWI) investigations including performing the standard field sobriety testing. (Hoyt Testimony). The position is paid if the reserve officer is covering the shift of a full-time officer. (Hoyt Testimony). Otherwise, it is unpaid. (Hoyt Testimony).

In August of 2020, Hoyt began full-time employment with the City in the Parks and Recreation Department. (Hoyt Testimony). In December of 2021, Hoyt transferred to the Streets Department. (Hoyt Testimony). Hoyt then moved to the Water Department where he worked as a full-time Water Operator. (Hoyt Testimony).

Hoyt spoke with Police Chief Josh Gray (Gray) about becoming a full-time police officer. These discussions took place in May and June of 2024. (Hoyt Testimony). Gray thought that Hoyt was a good reserve officer. (Gray Testimony). In these discussions, Hoyt understood that he would need to go through training at the Iowa Law Enforcement Academy (ILEA or Academy) to become a certified police officer. (Hoyt Testimony). Hoyt believed that he had a year from the time he became a full-time officer to complete the ILEA. (Hoyt Testimony).

In a City Council Meeting on June 25, 2024, the City Council approved position and pay rates for the end of fiscal year 2024 and fiscal year 2025. (Exh. 6) Hoyt was listed at a reserve police officer rate of \$16.25 per hour beginning July 1, 2024. It then listed him as a Police Officer [Reserve] at \$27.64 per hour upon a fall 2024 hiring. (Exh. 6).

Hoyt was under the belief that he would take reduced pay in July of 2024 as a reserve officer but that his wages would increase to full-time pay in August of 2024. (Hoyt Testimony). He calculated that he would have 12 months from the time he began receiving the wages of a full-time officer to complete the Academy. (Hoyt Testimony). Hoyt knew that there were other requirements prior to starting at the ILEA such as running, push-ups, a written test, and a psychological test. (Hoyt Testimony). Hoyt gave notice to the Water Department around June 18, 2024. (Hoyt Testimony). This was done verbally. Hoyt's transition occurred at a time that worked for both the Water Department and the Police Department. (Lyman Testimony). His last day at the City Water Department was July 4, 2024. (Exh. 7).

Hoyt began working as a reserve officer for the police department on July 5, 2024, at the reserve officer rate. (Hoyt Testimony and Exh. 7). The hourly rate from Water Operator to Police Department officer was approved during the July 9, 2024 City Council meeting. (Exh. 7). On August 26, 2024, Hoyt had not been placed on the city council agenda for the pay increase. (Hoyt Testimony). Hoyt spoke with Gray about not having received the increase in pay, and Gray told him that he would not be able to receive the increase without completing the testing discussed above. (Hoyt Testimony).

On that same day, Hoyt contacted the Union representative and explained the issue that he was having. (Hoyt and Dunkeson Testimony). The Collective Bargaining Agreement includes pay information for non-certified police officers. (Dunkeson Testimony and Exh. A). The pay changes once the police officer becomes certified. (Exh. A). After Hoyt spoke with Bryston Dunkeson (Dunkeson), the Union steward, they determined that it would be best for them to approach City Administrator Lyman. (Hoyt and Dunkeson Testimony). Lyman knew that Hoyt wanted to be a full-time police officer but also knew about the leg surgeries that Hoyt had prior to his discussions with Gray. (Lyman Testimony).

On August 27, 2024, Hoyt and Dunkeson went to speak with Lyman about the situation. (Hoyt Testimony). They met at City Hall in the City Administrator's office. (Hoyt Testimony). Lyman was not certain what could be done so they decided that it would be important to have Gray come to the meeting. (Hoyt Testimony). Gray came to the meeting and began yelling. (Hoyt and Dunkeson Testimony). Gray was visibly angry and told Hoyt that he had breached the chain of command and should not have involved the Union or Lyman. (Hoyt and Dunkeson Testimony). Gray said that any issues should have been brought directly to him. (Hoyt and Dunkeson Testimony). Dunkeson had to cool down the discourse. (Dunkeson and Lyman Testimony). They discussed the ILEA and spoke about the clock starting for the year time once a police officer begins work. (Lyman Testimony). According to Hoyt and Dunkeson, Gray said that he would take care of the testing requirements. (Hoyt and Dunkeson Testimony). The discussion ended with no resolution. (Hoyt Testimony).

Hoyt was scheduled to work that night. When he went in to work, Assistant Police Chief Ethan Johnson (Johnson) approached Hoyt in the officer's room and gave him the standard operating procedures book and told Hoyt to read the book. (Hoyt Testimony). Johnson asked Hoyt questions about the chain of command and then told him that he was in the wrong for getting the Union involved and for going to speak with Lyman. (Hoyt Testimony).

Lyman discussed placing Hoyt on the City Council meeting agenda in September 2024, but did not hear from Hoyt about how he wanted to proceed. (Lyman Testimony). Hoyt continued working as a police officer and was approved to be a pre-certified full-time officer around October 22, 2024. (Hoyt Testimony). Hoyt was suspended as of November 5, 2024, due to not completing the ILEA requirements. (Hoyt Testimony). Hoyt did not complete the physical portion of the testing because he had two major leg surgeries just prior to moving to the police force. (Hoyt Testimony).

Hoyt was suspended until he completed the three tests. (Lyman Testimony). The City did not continue scheduling Hoyt as a reserve officer as of November of 2024 because there was no progress regarding the tests. (Lyman Testimony). With the suggestion of their counsel, the City gave Hoyt notice that he would need to complete testing by the end of March 2025. (Lyman Testimony).

Conclusions of Law and Analysis

The Union alleges that the City committed a PPC under Iowa Code sections 20.10(2)(a) and (c) when Gray threatened to fire and subsequently suspended Hoyt from the police department. Additionally, the Union argues that Gray's withholding of a fair wage from and removal of Hoyt

from the Department's schedule is a PPC under Section 20.10(2)(c). The City contends that Gray's actions did not violate Iowa Code Section 20.10(2)(a) or (c).

In prohibited practice complaints, the complainant has the burden of establishing each element of the charge. *United Elec. Radio Mach. Workers of Am., Local 896 (COGS) and State of Iowa, Bd. of Regents*, 2019 PERB 100800 & 100814, at 17. The statutory provisions pertinent to the instant complaint provide, in relevant part:

20.10. Prohibited Practices

2. It shall be a prohibited practice for a public employer or the employer's designated representative to:

a. Interfere with, restrain, or coerce public employees in the exercise of rights granted by this chapter.

....

c. Encourage or discourage membership in any employee organization, committee, or association by discrimination in hiring, tenure, or other terms or conditions of employment.

To establish a violation under 20.10(2)(a) and (c), the complainant must show the employer or a designated representative engaged in conduct that interfered, restrained or coerced public employees in the exercise of rights granted by Chapter 20. Section 20.8 provides public employees with certain rights, including:

1. Organize, or form, join, or assist any employee organization.

....

3. Engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection insofar as any such activity is not prohibited by this chapter or any other law of the state.

A. Iowa Code Section 20.10(2)(a)

The Union argues that Chief Gray's threat to fire Hoyt for speaking to his union representative violated Section 20.10(2)(a) as it would coerce Hoyt against participating in and using Union resources for fear of reprisal for his union activities. Additionally, Gray advised Hoyt that such matters as those about which he had approached the Union and then Lyman, should be dealt with internally, discouraging him from engaging with the Union. The City contends that neither Gray nor Lyman attempted to influence Hoyt with respect to his involvement in the Union. The City asserts that Gray's behavior was due to frustration and confusion.

To establish interference under Section 20.10(2)(a), a complainant need only establish that the employer engaged in conduct which tended to interfere with the employee's free exercise of

rights guaranteed by the statute. With these violations, an employer's motivation is not material nor does it matter whether the employee was in fact interfered with, restrained or coerced. *AFSCME/Iowa Council 61 and State of Iowa*, 2013 WL 1950621 (PERB 2013) citing, *supra*; *Neil Kenneth Greenwald, Jr.*, 12 ALJ 8419; *General Drivers & Helpers' Union, Local 421*, 93 ALJ 4826.

Here, Hoyt contacted his Union representative Dunkeson because he believed that Chief Gray had made a promise to him regarding the terms and conditions of his employment with the police department. When he approached Gray on his own, Hoyt believed that Gray did not provide clarity regarding his pay as he moved into a full-time police officer position. Dunkeson and Hoyt credibly testified that Gray told Hoyt that such matters should be dealt with internally thereby discouraging Appellant from contacting the Union. When Hoyt went in to work after this occurrence, Assistant Chief Johnson reiterated that there is a chain of command in the police department and that Hoyt should not have gone to the Union and gotten the City Administrator involved. Not only did Gray attempt to discourage Hoyt's union activity but he clearly told Johnson about the matter creating an anti-union sentiment in the City's police department.

Under these circumstances, it would be reasonable for an employee to feel pressured to not seek assistance from the Union and fear possible retaliation should the employee do so.

For these reasons, I conclude Gray's actions in this matter were a violation of Iowa Code section 20.10(2)(a).

The Union further asserts that the City suspended Hoyt as a punishment for exercising his rights in violation of Iowa Code section 20.10(2)(a). While Hoyt was ultimately suspended from the police department. This did not occur until November of 2024, over two months after the incidents at issue occurred. The Union has not shown that the suspension was due to Hoyt engaging in union activities and therefore interfered with his rights to exercise those rights.

B. Iowa Code Section 20.10(2)(c)

The Union argues that Hoyt's suspension from the police department violates Section 20.10(2)(c) because it was made in response to Hoyt's union activities. It further contends that Gray's suspension of Hoyt was motivated by Gray's anti-union sentiments and was therefore discriminatory. The City contends that the Union has not presented any allegation in the complaint or proof during the hearing either through testimony or exhibits that Hoyt was discriminated against in violation of this section in hiring, tenure, or any other term or condition of employment. Instead, the City asserts that it took the actions toward Hoyt because of his refusal to move forward with testing required prior to taking part in the ILEA.

Claims under Iowa Code section 20.10(2)(c) turn on the issue of employer motivation. *AFSCME/Iowa Council 61 and City of LeClaire*, 2012 WL 8021455 (PERB 2012). While Gray did tell Hoyt that he should have followed the chain of command in moving forward with his complaint instead of taking it to the Union and then to the City Manager, the Union has not shown a connection between this sentiment and Hoyt's ultimate suspension in November 2024. The City has presented evidence that Hoyt knew that there was testing required to be

completed prior to attending the ILEA. Hoyt testified that he knew of this requirement, but he did not present any evidence that he had begun moving forward with completing this testing. He did present testimony that he was planning to do the testing at some point before he attended the ILEA but did not share specific information with the City. Planning to do testing at some future possible date is different than informing your employer of your plan to complete required testing that is a qualification for one's continued employment. Because the Union has not demonstrated that Gray acted with anti-union animus in suspending Hoyt from the police department, it has not proven an Iowa Code section 20.10(2)(c) violation.

The Union presents a lengthy argument that Gray violated Section 20.10(2)(c) when he did not pay Hoyt the fair wage agreed upon. The parties disagreed upon when Hoyt's wages for being a full-time pre-ILEA certified police officer would begin. The Union contends that while there may have been a miscommunication regarding the pay prior to the August 26, 2024 meeting between Gray and Hoyt, Gray then continued to keep Hoyt's wages below the promised rate for an extra two months. The City Council notes show that Hoyt's increase in wages was to occur in the fall of 2024. No specific date or time is listed. Hoyt's wages were increased during the fall of 2024. Lyman credibly testified that he had asked Hoyt whether he wanted to be placed on the City Council agenda in September to discuss the position and therefore his wages, but Hoyt did not respond to his inquiry. The City ultimately did approve Hoyt's pay change in October of 2024. The Union failed to show that Hoyt's pay not being increased was a result of Gray's animus toward Hoyt's union activities versus Hoyt not completing the prerequisite testing or even letting the police department know his planned schedule to complete the testing. The Union did not establish a clear violation of Section 20.10(2)(c) with respect to Hoyt's wages.

Order

The portion of Teamsters Local Union No. 238's prohibited practice complaint with regards to Iowa Code section 20.10(2)(c) is **DISMISSED**.

The portion of Teamsters Local Union No. 238's prohibited practice complaint with regards to Iowa Code section 20.10(2)(a) addressing the suspension is **DISMISSED**.

In order to remedy its violation of Iowa Code section 20.10(2)(a), the City of Shenandoah shall cease and desist from interfering, restraining or coercing public employees by telling them not to reach out to the Union representative because they must follow the chain of command in the Police Department. The City of Shenandoah is further ordered to post copies of the Notice to Employees contained below in locations customarily used for the posting of information to employees for a period of thirty (30) days commencing on the date this proposed decision and order becomes final agency action.

The proposed decision will become EAB's final decision in accordance with EAB rule 621--9.1 unless, within 20 days of the date below, a party aggrieved by the proposed decision files an appeal to the Board or the Board, on its own motion, determines to review the proposed decision.

NOTICE TO EMPLOYEES

POSTED PURSUANT TO A DECISION OF THE EMPLOYMENT APPEAL BOARD

The Iowa Employment Appeal Board (EAB) has determined that a designated representative of the City of Shenandoah committed a **prohibited practice** within the meaning of Iowa Code section **20.10(2)(a)**.

The violation occurred in August 2024 when a representative of the City Police Department told an employee of the City of Shenandoah that he should not have contacted the union regarding terms and conditions of his employment. The statement indicated that employees should not approach their union and instead deal with issues on their own within the Police Department chain of command in contrast to union members' rights.

These statements interfered with, restrained, and coerced a public employee in the exercise of their protected rights to engage in concerted activity for the purpose of mutual aid and protection as granted by **Iowa Code section 20.8**.

The section of the Employment Appeal Board Act found to have been violated provides:

20.10 Prohibited practices.

2. It shall be a **prohibited practice** for a public employer or the employer's designated representative to:

a. Interfere with, restrain, or coerce public employees in the exercise of rights granted by this chapter.

To remedy this violation, the City of Shenandoah has been ordered to:

- Cease and desist from further violations of Iowa Code chapter 20;
- Post this notice in a prominent place in its main offices accessible to the general public and in conspicuous places customarily used for the posting of information to employees in the affected bargaining units, for a period of not less than 30 days.

Any questions regarding this Notice or the City's compliance with its provisions may be directed to:

Employment Appeal Board

6200 Park Avenue
Des Moines, IA 50321
515/281-3638

Cc: Teamsters Local Union No. 238, Complainant, 4905 Hubbell Ave., Ste. 7, Des Moines, IA 50317, ajohnson@iowalabor.com (By Mail and Email)

Jill Hartley, Attorney for Complainant, 310 West Wisconsin Ave., Ste. 100mw,
Milwaukee, WI 53203, jh@previant.com (By AEDMS)

City of Shenandoah, 500 West Clarinda Ave., Shenandoah, IA 51601,
ajlyman@shenandoahiowa.net (By Mail and Email)

Ann Smisek, Attorney for Respondent, 100 Court Ave., Ste. 600, Des Moines, IA 50309,
asmisek@ahlerslaw.com (By AEDMS)

Marilyn Kennedy, Christina Jones, and Stephanie Callahan, EAB (By AEDMS)

Case Title: TEAMSTERS LOCAL 238 AND CITY OF SHENANDOAH (102948)
Case Number: 25EABPPC0015
Type: Order

IT IS SO ORDERED.

A handwritten signature in black ink, reading "Alla R. Mintzer Zaprudsky". The signature is written in a cursive, flowing style.

Alla Mintzer-Zaprudsky, ALJ