

**IN THE COURT OF APPEALS OF IOWA**

No. 0-223 / 09-1613  
Filed May 12, 2010

**WOODBURY COUNTY, IOWA, and  
GLENN PARRETT, Woodbury County Sheriff,**  
Plaintiffs-Appellants,

**vs.**

**TODD TROBAUGH, Deputy Sheriff,  
and DETENTION OFFICERS' ASSOCIATION  
AND COMMUNICATION WORKERS OF AMERICA,**  
Defendants-Appellees.

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Appeal from the Iowa District Court for Woodbury County, James D. Scott,  
Judge.

An employer contends that the district court erred in ruling that a  
grievance filed by a union is arbitrable. **AFFIRMED.**

Douglas L. Phillips and Sharese Manker of Klass Law Firm, L.L.P., Sioux  
City, for appellants.

Richard Rosenblatt of Richard Rosenblatt & Associates, L.L.C.,  
Greenwood Village, Colorado, and MacDonald Smith of Smith & McElwain Law  
Office, Sioux City, for appellees.

Considered by Vaitheswaran, P.J., and Potterfield and Mansfield, JJ.

**VAITHESWARAN, P.J.**

Woodbury County entered into a collective bargaining agreement with the union representing the county's deputy sheriffs and detention officers. Under the contract, the employer was authorized to grant compensatory time off in lieu of overtime pay "upon mutual agreement between an employee and the Sheriff."

For budgetary and scheduling reasons, the Woodbury County Sheriff elected to discontinue the practice of awarding compensatory time pursuant to this contract language. The union responded by filing grievances and requests for arbitration as provided for in the contract. The employer refused to arbitrate and sought a declaration that the grievance was not arbitrable. The union, in turn, filed a counterclaim seeking to compel arbitration. Both parties moved for summary judgment.

The district court concluded that "interpretation of the term 'mutual agreement' as used in the parties' collective bargaining agreement is subject to arbitration." Accordingly, the court denied the employer's motion for summary judgment and granted the union's motion for summary judgment. The employer appealed.

The sole issue on appeal is whether the district court correctly ruled that the dispute was subject to arbitration. In deciding this issue, we are guided by the following principles:

The court's role in this analysis is strictly limited to determining the arbitrability of the dispute and the scope of the arbitrator's authority. Put another way, the court need only determine (1) whether the grievant has alleged a violation of the collective bargaining agreement, and (2) whether the agreement's grievance procedure authorizes the arbitration of this particular dispute.

*See Postville Cmty. Sch. Dist. v. Billmeyer*, 548 N.W.2d 558, 560 (Iowa 1996) (citations omitted).

The contract provides that disputes “concerning the interpretation, application, or violation” of the contract terms are subject to arbitration. The union alleged a violation of the contract provisions relating to compensatory time. Those provisions contain the term “mutual agreement.” The employer proffers one meaning of the term. The union proffers a different meaning of that term than does the employer.<sup>1</sup> Under these facts, “[i]t is for the arbitrator to interpret the relevant provisions of the agreement and determine the merits of the dispute.” *State v. State Police Officers Council*, 525 N.W.2d 834, 837 (Iowa 1994). For these reasons, the district court did not err in concluding the grievances were subject to arbitration. We affirm the court’s summary judgment ruling in favor of the union.

**AFFIRMED.**

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<sup>1</sup> The employer argues that the plain meaning of the term requires agreement that the employee can use compensatory time in lieu of overtime. The union contends the term “concern[s] the scheduling of the compensatory time off, not the existence of the right to accumulate compensatory time itself.”