Clayton County / Teamsters Local 238 (Roads)

2001-02
CEO 852
SECTOR 2

IN THE MATTER OF INTEREST ARBITRATION

BETWEEN	)	
	)	
CLAYTON COUNTY, IOWA,	)	
	)	Hugh J. Perry, Arbitrator
PUBLIC EMPLOYER,	)	
AND	)	
	)	Award issued: October 31, 2002
TEAMSTERS LOCAL 238 (Secondary Roads)	)	
	)	
EMPLOYEE ORGANIZATION.	)	

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PUBLIC EMPLOYMENT RELATIONS BOARD

APPEARANCES:

FOR CLAYTON COUNTY:
Lloyd Peterson, Bargaining Representative

FOR TEAMSTERS LOCAL 238:
Jill M. Huntley, Attorney
Gary G. Dunham, Business Representative

BACKGROUND

Teamsters Local 238 represents a bargaining unit of secondary road employees in Clayton County, Iowa. The parties are bargaining their first contract for the period July 1, 2002 to June 30, 2004. They have agreed that the wage adjustment will be retroactive to July 1, 2002. This is the first contract that Teamsters Local 238 has bargained for these employees. Prior to that they were represented by the Public, Professional and Maintenance Employees Local 2003 and prior to that they were an unaffiliated local bargaining group. There has been collective bargaining here for several years. The parties have made many changes in the contract and have resolved all issues except for some language in the **Vacation** and in **Hours of Work** provisions. They have given the arbitrator the latitude to select the position of either party or to fashion an award of his own on these issues. A hearing was held at the Clayton County Supervisors annex in Elkader, Iowa on October 16, 2002.

IMPASSE ISSUES

As discussed above, the parties have resolved all of their impasse issues for their contract which will date from July 1, 2002 to June 30, 2004 except for some language as it pertains to **Vacation** and **Hours of Work**.

PROPOSALS OF THE PARTIES

COUNTY PROPOSAL:

Vacation: Article 17, Section 17.1. Vacation time shall be recorded as hours versus days, so that the office can keep track of 8 hours or 10 hours used per day. Vacations shall be taken in full 8-hour of full 10-hour days.

Hours of Work: Article 11. Section 11.1. A ten (10) day notice shall be given if an employee's work schedule requires a permanent change.

UNION PROPOSAL:

Vacation: Article 17. Section 17.1. Each regular full-time employee who is in the employment of the County and who is otherwise eligible for a vacation with pay and paid absence allowance shall be entitled to a vacation with pay for each year of service in accordance with the following schedule. Vacation will be credited each year of the employee's anniversary date of hire with the County.

Hours of Work. Article 11. A ten (10) day notice shall be given if an employee's work schedule requires change.

CURRENT CONTRACT

Vacation. Currently there is no minimum increment in which vacation must be taken. Employees are permitted to take vacation in as little as 1 hour increments. A twenty-four (24) hour notice must be given if an employee takes from 1 day up to 1 week of vacation and a 2 week notice is required if more than 1 week of vacation is requested.

Hours of Work. Now, in the event of a permanent change by the County in the starting time of shifts and in the event of layoffs, the County, where possible will give at least five (5) days advance notice (excluding Saturdays, Sundays and Holidays) to the employee affected, except in emergency situations.

CONTENTIONS OF THE PARTIES

VACATION. The **Union** contends that allowing these employees to take as little as 1 hour of vacation at a time has worked well and presents no major problem to the county. The Union argues that the practice presents no significant bookkeeping difficulties to the County and in fact serves to save the County money. Frequently, employees attend children's athletic events and other activities with the use of this benefit.

The **County** contends that the use of vacation in such small increments presents a number of problems in scheduling work and in keeping track of vacation used. It contends that an employee who leaves a work crew to utilize one hour of vacation is disruptive to the mission of the county as the other employees may be left short handed or without a critical equipment operator. The County submitted comparability data from other counties indicating that requiring vacation to be used in minimum increments of one-half work day was the norm.

HOURS OF WORK. The **Union** is attempting in its proposal to address the situation where a winter snow or other event requires the employees to come in early to plow roads and then are sent home at the end of their eight hour work day which denies them the overtime they would earn if they were allowed to finish their regularly scheduled shift.

The **County** argues that it can't be required to provide a 10 day notice for an emergency change (such as a major snowfall) in an employee's work schedule but is willing to increase the current 5 day notice to 10 days if a permanent change is made in an employee's work schedule. The county points out that the contract provides no guarantee of hours of work per day and that other comparable counties have a similar provision in their contracts.

DISCUSSION

Vacation. It is unusual to allow employees to utilize as little as 1 hour of vacation at a time. The comparability data submitted suggests that the norm is to require vacation to be utilized in at least half day increments. Allowing employees to take vacation in lesser increments has the potential to disrupt operations. It makes the task of accounting for vacation usage more difficult. The county has proposed that vacation be taken in a minimum of one day increments. I conclude that the contract should provide that vacation be taken in a minimum of one-half day increments (4 hours or 5 hours depending upon which schedule an employee works).

Hours of Work. The Union's proposal appears aimed at situations when the county makes adjustments in schedules in the event of snow or other conditions which require the employees to report to work early. The Union wants the employees under such circumstances to be allowed to complete their regular shifts and benefit from the overtime. The county urges that this would tie its hands in snow conditions and in effect guarantee these employees hours, something the contract specifically does not do. It notes that it has increased from 5 to 10 days the notice required in the event of permanent schedule changes. Again comparability data supports the employer's position. Other contracts speak of notice required in the event of permanent schedule changes and indicate there is no guarantee of hours per week. The County's proposal is the most reasonable before me.

AWARD

The following language should be implemented in the parties' contract:

Vacation - Article 17. Vacation time taken shall be recorded as hours versus days, so that the office can keep track of 4 hours or 5 hours used per day. The minimum vacation increment shall be one- half day (this could be 4 hours or 5 hours depending on an employee's work schedule).

Hours of Work - Article 11. A ten (10) day notice shall be given if an employee's work schedule requires a permanent change.

Signed this 31th day of October, 2002

Hugh J. Perry, Arbitrator

CERTIFICATE OF SERVICE

I certify that on the 31st day of October, 2002, I served the foregoing Award of Arbitrator upon each of the parties to this matter by mailing a copy to them at their respective addresses as shown below:

Lloyd Peterson	Gary G. Dunham
Blackstone, Simmons and Peterson	Teamsters Local 238
5275 Edina Industrial Boulevard	5000 J Street S.W.
Edina, Minnesota 55439	Cedar Rapids, Iowa 52404

I further certify that on the 31st day of October, 2002, I will submit this award for filing by mailing it to the Iowa Public Employment Relations Board, 514 East Locust Street, Suite 202, Des Moines, Iowa 50309.

Hugh J. Perry, Arbitrator

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