

BEFORE ARBITRATOR SHARON K. IMES

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In the Matter of the Interest Arbitration Between
THE JUDICIAL BRANCH OF IOWA, FIRST JUDICIAL DISTRICT
and
**PUBLIC PROFESSIONAL AND MAINTENANCE EMPLOYEES
LOCAL UNION #2003, IUPAT**

Case No. _____

APPEARANCES:

Betty Buitenwerf, Legal Counsel to the State Court Administrator, appearing on behalf the Judicial Branch of Iowa, First Judicial District.

Joe Rasmussen, Business Representative, International Union of Painters and Allied Trades, Iowa, Nebraska, Western Illinois District Council 81, Public Professional and Maintenance Employees, appearing on behalf of Public Professional and Maintenance Employees, Local Union #2003.

BACKGROUND AND JURISDICTION:

The Judicial Branch of Iowa is divided into eight geographically separate districts. Seven of those districts are represented by the American Federation of State, County and Municipal Employees Iowa Council 61 (AFSCME). There are 677 judicial branch employees in the AFSCME bargaining unit which also represents 18,698 employees in the State's executive branch. The remaining district, The First Judicial District (the Judicial Branch or the Employer), consisting of eleven counties in northeast Iowa (Allamakee, Black Hawk, Buchanan, Chickasaw, Clayton, Delaware, Dubuque, Fayette, Grundy, Howard and Winneshiek), is represented by the Public, Professional and Maintenance Employees, Local #2003, IUPAT (PPME). There are 94 employees in this bargaining unit. The Employer and PPME are parties to an agreement effective July 1,

2011 to June 30, 2013 unless the parties mutually agree in writing to extend any or all terms of the agreement.

As a result of the Court Reorganization Act passed by the Iowa General Assembly in 1983 employees from the Clerk of Court offices in each county were combined with juvenile court services employees and court administration employees. The primary duties of the bargaining unit employees are to administer the civil, juvenile and criminal divisions of the judicial system on a county by county basis. When the reorganization occurred PPME was representing the Black Hawk County clerk of court employees and became the representative of the employees in the eleven counties in the First Judicial District in 1986. At the same time, AFSCME who represented employees in the State's executive branch became the representative for three of the judicial districts and by 2001 became the representative for seven of the eight judicial districts.

The State of Iowa (State) has several state employee bargaining units. Among them is the AFSCME unit which represents approximately 19,000 employees in the executive branch; the PPME unit which is the smallest unit representing approximately 97 employees in the First Judicial District; the State Police Officers Council (SPOC) representing the highway patrol; Iowa United Professionals representing social workers and health department employees, and Service Employees International Union (SEIU) representing nursing and health care professionals at the University of Iowa hospitals. There are also faculty and graduate student bargaining units located at the state universities under the control of the State Board of Regents.

Since 1986, the State and both AFSCME and PPME have reached several voluntary agreements. Exceptions include 1991 when both AFSCME and PPME submitted their disputes with the State to arbitration; in 1999 when PPME again went to arbitration while AFSCME voluntarily settled after being offered a number of economic items PPME was not offered and in 2001 when PPME again went to arbitration.¹ Following an exchange of proposals in 2012 and mediation AFSCME agreed to a zero percent increase in wage rates and a 4.5% increase in the within-range step increases and submitted the State's proposal on health insurance to interest

¹ In 2003, the State and PPME went to fact-finding and reached a voluntary settlement following the recommendation.

arbitration as well as the mediator supposal, the terms of which were agreed to by the parties. PPME, on the other hand, failed to reach agreement with the State on both its wage proposal and its health insurance proposal and submitted these two issues to interest arbitration.

Pursuant to Section 20.22 of the Iowa Public Employment Relations Act (PERA), the undersigned was selected as Arbitrator to select the most reasonable of the parties' final offers on each impasse item which the parties agree are now properly before the Arbitrator. The hearing was held in Waterloo, Iowa on February 28, 2013 and the parties presented evidence and oral argument regarding their respective positions. The hearing, which was electronically recorded, was closed with oral arguments on that same date.

ISSUES IN DISPUTE:

Following are the parties' respective positions on the issues remaining at impasse:

Employer's Final Offer:

Article IX, Wages and Fringe Benefits

Section 1, Wages amend as follows:

- A. On the first day of the pay period that included July 1, ~~2011~~ **2013**, employees in the bargaining units covered by this Agreement shall receive ~~an~~ **no** across-the-board pay increase of ~~two percent (2%) added to the base salary. On the first day of the pay period that includes January 1, 2012, employees in the bargaining units covered by this Agreement shall receive an across the board pay increase of one percent (1%) added to the base salary.~~ Additionally, all employees eligible for negotiated within-range step increases shall receive an increase of four and one-half percent (4.5%) in accordance with their eligibility date and the new rate shall start on the first day of the pay period in which the employee's eligibility date occurs. The step increase shall be automatic.

On the first day of the pay period that includes July 1, ~~2012~~ **2014**, employees in the bargaining units covered by this Agreement shall receive ~~an~~ **no** across-the-board pay increase of ~~two percent (2%) added to the base salary. On the first day of the pay period that includes January 1, 2013, employees in the bargaining units covered by this Agreement shall receive an across the board pay increase of one percent (1%) added to the base salary.~~ Additionally, all employees eligible or negotiated within-range step increases shall receive a four and one-half percent (4.5%) increase in accordance with their eligibility dates and the new rate of pay shall start on the first day of the pay period in which the employee's eligibility date occurs. The step increases shall be automatic.

Section 4, Health Benefits amend as follows:

- A. Group Plans and Contributions

The Judicial Branch agrees to continue to provide group health benefits to all eligible bargaining unit members. Employees will have health plan options of Plan 3 Plus, an indemnity plan, and Iowa Select, a PPO, with their benefit designs incorporating the cost containment features provided for in subsection B, Cost Containment, as well as such managed care organization (MCOs) plans as offered annually by the Judicial Branch. Family coverage is available to domestic partners provided they meet requirements set

by the state and the carriers. Any forms or affidavits required by the carriers do not become part of this Agreement.

The Judicial Branch further agrees to contribute towards the cost of health benefits in accordance with the following provisions:

~~1. Single Plans:~~

~~In each year of this Agreement, the Judicial Branch shall contribute the full cost of single coverage.~~

~~2. Family Plans~~

~~Effective January 1, 2011 the Judicial Branch's monthly contribution shall be the difference between the total monthly premium for Iowa Select and \$262.52 (employee share). Employees may apply this amount to the plan of their choice. Effective July 1, 2011, the Judicial Branch shall contribute 85% of the cost of Iowa Select toward the cost of family coverage. Employees may apply this dollar amount to the plan of their choice.~~

~~3. Double Spouse:~~

~~When a husband and wife are employed full-time by the State or one spouse is a full-time employee and the one spouse is a benefit-eligible part-time employee, at the option of the couple, one family plan may be elected. The Judicial Branch's contribution to double-spouse family coverage will be the full family premium. If both spouses are benefit-eligible part-time employees, the Judicial Branch's share of the premium for each employee will be one-half (1/2) of the Judicial Branch's share of the full-time double-spouse family premium.~~

1. Health Plan Contributions

For employees who elect Iowa Select or Program 3 Plus, in each year of this Agreement, the State shall contribute eighty percent (80%) of the total premium of Iowa Select. Employees may apply this dollar amount to the Iowa Select or Program 3 Plus. The employee shall contribute twenty percent (20%).

For employees who elect Blue Advantage or Blue Access, in each year of this Agreement, the State shall contribute eighty percent (80%) of the total premium of the Blue Advantage. Employees may apply this dollar amount to the Blue Advantage or Blue Access. The employee shall contribute twenty (20%).

2. Well Incentive

The State shall also provide a wellness program to members. Members who participate in the wellness program will receive ninety dollars (\$90) monthly reduction in their portion of the health insurance premium.

Participation in the wellness program is voluntary but will require that employees complete an annual biometric screening and a health risk assessment (HRA) by a date determined by the State prior to the start of the plan year. Some employees may also be required to participate in health coaching which will consist of participating in a monthly call with a health coach.

3. Opt Out Incentive

Employees who chose to waive health insurance coverage with the State of Iowa will receive an opt out monthly payment of \$125.

B. Cost Containment

Plan 3 Plus and Iowa Select include the following cost containment features:

1. Required precertification of all non-emergency inpatient admissions,
 2. Required post-certification of emergency inpatient admissions,
 3. Continued inpatient stay review,
 4. Individual case management,
 5. Payment reductions for program non-compliance,
 6. Precertification of outpatient mental health and substance abuse treatment,
 7. A \$25,000 lifetime maximum per person for infertility benefits
 8. Required use of a mental health network
 9. Diabetic education,
 10. A case and carry prescription drug program,
 11. A \$50 emergency room company-payment, without consideration of any other deductible,
 12. A three-tier drug program in which there is a separate \$250/\$500 drug card out-of-pocket maximum and a \$5/\$15/\$30 (generic/formulary/brand name) company-payment. If a generic equivalent is appropriate and available and the member chooses a brand name drug, the member is responsible for the company-payment plus any difference between the maximum allowable fee for the generic drug and the maximum allowable fee for the brand name drug, even if the provider has specified that the brand name drug must be taken,
 13. A mail order prescription provision where two company-payments will be paid for a 90 day supply for maintenance drugs determined by the carrier,
 14. A \$15 office visit company-pay that applies to all office visits and does not count towards (sic) the out-of-pocket maximums,
 15. The parties agree to negotiate other plan design elements that will reduce future premium cost increases.
- C. Second Opinions:
Second opinions for elective surgery remain voluntary.
- D. Health Care Reductions:
Should the monthly premium for any family health plan option be reduced during this Agreement, the Judicial Branch and employees will contribute the same percentages of total monthly premium paid in the prior year. The Judicial Branch contribution for MCOs not previously offered will be its contribution for Iowa Select.

(For information regarding enrollment periods, other enrollment changes and movement among plans, see Appendix C.)

Union's Final Offer:

Wages:

Section 1, Wages, subsection A., change to read:

On the first day of the pay period that includes July 1, 2013, each hourly wage rate in Pay Plan 1/01/13 shall be increased by the amount of one and one-half percent (1.5%) and for all employees in District 1. Additionally, all employees eligible for within-range step increases shall receive a step increase of one and one-half percent (1.5%) in accordance with their eligibility date. Such step increases shall be automatic.

On the first day of the pay period that includes July 1, 2014, each hourly wage rate in Pay Plan 7/01/13 shall be increased by the amount of one and one-half percent (1.5%) and for employees in District 1. Additionally, all

employees eligible for within-range step increases shall receive a step increase of one and one-half percent (1.5%) in accordance with their eligibility date. Such step increases shall be automatic.

Insurance: No changes to Article 9, Section 4 or Appendix C.

STATUTORY FACTORS:

Iowa Code Section 20.22 provides as follows: The panel of arbitrators shall consider, in addition to any other relevant factors, the following factors:

- a. Past collective bargaining contracts between the parties including the bargaining that led up to such contract.
- b. Comparison of wages, hours and conditions of employment of the involved public employees with those of other public employees doing comparable work, giving consideration to factors peculiar to the area and the classification involved.
- c. The interests and welfare of the public, the ability of the public employer to finance economic adjustments and the effect of such adjustments on the normal standard of services.
- d. The power of the public employer to levy taxes and appropriate funds for the conduct of its operations.

ANALYSIS:

This Arbitrator, as well as most arbitrators, generally believes the best labor-management contract is that negotiated by the parties and that both parties are better served if voluntary agreement can be reached on issues in dispute. At times, however, interest arbitration becomes the only method for resolving bargaining disputes. At that point in time, the arbitrator's role becomes one of attempting to determine what the parties would most likely have negotiated had they been able to reach an agreement at the bargaining table and to avoid awards that disrupt the bargaining unit's relative standing, either internally or externally, without a compelling reason for the change or changes.

In the public sector, as in Iowa, states frequently direct arbitrators, by statute, to consider certain factors in determining the reasonableness of the respective offers and awarding them. Although these standards or criteria lend a degree of predictability to the interest arbitration procedure the arbitrator's discretion in applying the specified criteria remains quite broad. In this dispute, Iowa directs arbitrators to consider the four factors identified above together with any other factors that may be relevant to the specific issues at

impasse. However, since the parties have agreed that an ability to pay the Union's proposal is not at issue, little weight will be given to the last two identified statutory criteria except as the proposals affect the "interests and welfare of the public". Further, in determining the weight to be given the other identified criteria, consideration will be given to the parties' past bargaining history and the bargaining history that led to the impasse in these negotiations. Consideration will also be given to a comparison of the settlements reached by other State employee groups (internal comparables) and with settlements involving comparable employers who have employees performing similar work (external comparables). And, finally, weight will be given to whether the party proposing a change in the prior agreement has evidence showing that circumstances underlying the former provision have significantly changed and that there is a need to meet those changes. It is this analysis which has been applied in making the following awards on the issues in this case.

Positions of the Parties and Discussion on the Wage Issue

The **Judicial Branch** proposes no across-the-board increase in wages in either 2013 or 2014 but that employees eligible for negotiated within-range step increases receive a four and one-half percent (4.5%) increase on the step on the first day of the pay period in which the employee's eligibility date occurs. The **Union** seeks to increase hourly wage rates in the 1/01/13 Pay Plan and for all employees in the District by one and on-half percent (1.5%) on the first day of the pay period that includes July 1, 2013 and a one and one-half percent (1.5%) increase for all employees eligible for within-range step increases in accord with their eligibility date. It also seeks to increase hourly wage rates in the 7/1/13 Pay Plan and for all employees in the District by one and one-half percent (1.5%) on the first day of the pay period that includes July 1, 2014 and a one and one-half percent (1.5%) increase for all employees eligible for within-range step increases in accord with their eligibility date.

In support of its wage offer, the **Judicial Branch** argues that its offer is more reasonable since it maintains internal parity and is consistent with the internal pattern of bargaining in that the judicial districts represented by AFSCME have agreed to a no across-the-board increase on the rates and a 4.5% within grade increase for eligible employees for each year of the two-year agreement; that the work performed by the employees represented by both AFSCME and

PPME employees is the same, and that many of the job titles and pay grades are identical. It adds that the only difference between those employees represented by AFSCME and those represented by PPME is their geographical location within the State. As further support for its position, the Judicial Branch states its goal has been to establish internal wage parity between the judicial district employees represented by PPME and AFSCME since 2003; that these employees have received the same wage increases over the years except for a slight difference in the 2005-07 collective bargaining agreement which helped PPME employees gain internal parity in pay grade wages, and that internal parity in pay grade wages was finally achieved in the current collective bargaining agreement. Further, it argues that awarding the Union's offer will adversely affect its efforts to maintain parity. As support for this last assertion, the Judicial Branch argues that parity with the AFSCME-represented Judicial and executive branch employees would no longer exist since the PPME across-the-board increase to the minimum and maximum wage rates would create a job grade scale different from the AFSCME pay grades.

The **Union**, on the other hand, maintains that its wage offer is more reasonable and argues that since the State does not have an inability to pay, its wage offer should be awarded because it is supported by the comparables and because it better serves the interest and welfare of the public as it relates to Iowans receiving more efficient court services. Acknowledging that partisan politics is not a statutory criterion for deciding which final offer is more reasonable, the Union, nonetheless, declares that this impasse is caused by the current Governor's long-standing dislike of and conflict with public employee unions and is his attempt to use interest arbitration as a way to force campaign positions on AFSCME and executive branch employees. As support for its assertion, it cites legislative history which shows that the Republican Iowa House passed legislation in both 2011 and 2012 which ultimately failed that, among other items, included a provision requiring public employees to contribute \$100 per month toward insurance and states that following the legislature's failure to adopt the legislation the Governor issued an executive order permitting state employees to voluntarily pay 20% of their health insurance payment in which only about 100 department heads participated. The Union continues that following this action, the Governor's office released a

study it had paid for whose methodology has been seriously questioned which indicated state employees were overpaid by 18% when compared with private sector employees and 20% when compared to other states' employees and that the State then opened 2013-15 contract negotiations by proposing wage and step increase freezes for two years; that employees pay 20% of all insurance premiums and that there be other changes in the health plans. Further, it notes that while the State was negotiating its proposals with AFSCME, it filed twelve negotiability disputes with PERB over language contained in the AFSCME executive branch contract which PERB mostly found to be permissive and asserts that AFSCME agreed to a two year wage freeze except for a 4.5% within-range step increase in exchange for keeping the permissive language in their contract for the following two years.

Moving on, the Union urges a finding that its wage proposal is more reasonable than the State's since the State has a budget surplus and does not have an inability to pay for the proposal; since the court system has need for additional funding to provide efficient justice services to lowans; since the internal and external comparables (with the exception of the AFSCME executive branch agreement) support its position; since its offer is less than the 2012 increase in the consumer price index, and since the State's proposal would cause disparate treatment among employees in the bargaining unit because nearly half of the employees in the unit would receive no pay increase while others would receive a within-range step increase. The Union also argues that given the exceptional circumstances under which AFSCME agreed to a zero percent increase in the wage rates, the AFSCME settlement on wages should not be considered and internal comparable.

Addressing whether the State has the ability to pay the Union's offer, the Union points out that the economic recession which affected most states did not affect Iowa as much; that the State's balance went from zero for fiscal year 2009 to a "record surplus" of \$688.1 million dollars at the end of the most recent fiscal year, June 30, 2012, and that the State's designated reserve funds have reached the statutory maximums with excess revenue flowing into the general fund. It also declares that the State's revenues in 2012 increased 7% when compared with fiscal year 2011 and that government expenditures have grown in fiscal 2013. And, finally, as proof of an ability to pay the Union's offer, it notes that the Governor has recommended a

biennial state budget that grows appropriations by 4.3% in fiscal year 2014 and 3.1% in fiscal year 2015.

Considering the comparables criterion, the Union provides data which shows SPOC settled for 1.5% cash wage payments in each of the two years; that courthouse workers in Black Hawk, Dubuque, Buchanan and Chickasaw counties settled for 2.0% wage increases in 2013; that settlements with several other public sector employees in the eleven county area comprising the First Judicial District settled for 2 to 2.5% increases in 2013, and that PPME 2014 settlements with public sector employees in Black Hawk County range from 2.3% to 2.75% while other 2014 settlements among public sector employees in several cities and counties it considers comparable ranged from 2.5% to 3.1%. Continuing, it posits that the AFSCME agreement with the State should not be considered a comparable since ASFCME agreed to a zero across-the-board wage increase in exchange for keeping permissive language in its contract, language which is not in the PPME contract.

Finally, in support of its argument that its wage offer is more reasonable, the Union maintains that its proposal better serves the interest and welfare of the public. According to the Union, the public has had to wait longer for judicial services than in the past and are not served as well due to an increase in the workload and a decline in the money and staff available to handle the workload. As proof it states that the number of cases in the court system have increased by 50% and that the *Code of Iowa* has grown by 79% in the past 24 years while the full-time staff for the court system has declined 16.5% since 2003 even though the State's workforce has increased by 1.6% during the same period. As further proof that the quality of services is decreasing the Union also notes that twenty-one of the State's one hundred clerk of court offices operate part-time; that the remaining clerk offices close to the public four hours per week so that the staff may work uninterrupted on the growing domestic and civil caseload and that some counties are now sharing one appointed clerk of court.

Discussion: While the wage issue cannot be completely divorced from the insurance issue since the financial impact of each item as it affects the total package is also a consideration in determining the reasonableness of the final offers, the *Code* directs arbitrators to consider

impasse issues item by item. Accordingly, each of the impasse items in this dispute will be addressed separately and the wage issue will be addressed first.

The issue with the wage offers is the structure of the offers and in what form the money is given since both offers appear to cost out fairly evenly. The Judicial Branch gives the money as 4.5% within-range step increases while the Union's offer proposes a 1.5 percentage increase on the minimum and maximum rates and a 1.5 percentage increase on the steps. Under the Judicial Branch's offer, only half of the bargaining unit will receive an increase in wages. Under the Union's offer, all members of the bargaining unit will receive an increase in wages. From this perspective alone, it would appear that the Union's offer is more reasonable. Whether it is the more reasonable offer, however, depends upon whether it is supported by the internal and external comparables.

The Judicial Branch argues for adherence to the wage pattern the AFSCME agreement establishes and for the parity it would maintain among employees performing similar jobs within the judicial system. Normally, these arguments would carry great weight in deciding the reasonableness of an offer since arbitrators are hesitant to alter wage relationships that exist between an employer and its bargaining units.² In this instance, however, the evidence does not support a finding that the AFSCME settlement reflects a well-established internal pattern of settlements or that parity in wages among employees working for the same employer has been a prevailing practice.

While there is no question that the offer the Judicial Branch has made to the PPME-represented employees is identical to that agreed to by the State and AFSCME in the supposal the parties submitted to interest arbitration as part of the award the arbitrator will issue in that dispute and that parity among the wage rates paid employees performing similar work in the judicial system would be maintained, the motivation behind reaching the agreement cannot be discerned even though PPME strongly suggests AFSCME agreed to the supposal in exchange for being able to keep contract language which PERB had found to contain permissive subjects of

² See *Elkouri and Ekouri How Arbitration Works, Seventh Edition*, Kenneth May, Editor in Chief, Bloomberg BNA, Arlington, VA, page22-87.

bargaining for the next two years.³ The record does establish, however, that even though the State was proposing serious changes in the health insurance plan and that SPOC agreed to a change in its health insurance plan in addition to a 1.5% increase in wages as a cash payment in each of the two years, the record also establishes that there is no evidence of settlements reached by the State with its other bargaining units to support the Judicial Branch's assertion that the AFSCME settlement reflects an internal pattern of settlements. In addition, the record shows the cost of living, as reflected by the consumer price index rose by 1.7% during 2012, and that the settlements among external comparables indicate an increase in wages that ranges between 2% and 2.75%. Based upon this evidence, it only can be concluded that the AFSCME agreement to a zero percent increase in wages and 4.5% increase in the within-range step increases involved some aspect of *quid pro quo* and without knowledge as to what it was, the reasonableness of the offers cannot be decided based upon evidence of a wage settlement pattern and must be determined by other criteria.

Further, the record establishes that while adopting the Employer's offer would mostly maintain parity among the wage rates paid employees within the judicial system even though parity in that respect has not been a prevailing practice⁴, adopting the Employer's offer as the most reasonable one would not result in parity among employees performing similar work in one or more of the jurisdictions considered externally comparable. Consequently, since neither a pattern of settlements nor an argument for parity is controlling in this dispute, other factors are considered in determining the reasonableness of the offers. Among them are external comparability and the reasonableness of the offers as they relate to increases in the cost of living. In both instances, the record establishes that the Union's offer is more reasonable.

³ The PPME statement cannot be accepted as fact even though a comparison of the mediator's supposal and the State's initial offer to AFSCME suggests this may have been a factor since there was no testimony from the parties involved in the mediation as to the motivation behind the agreement.

⁴ A review of the evidence indicates that parity among the wage rates paid the judicial employees was accomplished for the most part in the 2011-13 contracts. A review of the bargaining history, however, shows that offers between the parties frequently involved percentage increases on the wage rates paid these employees rather than any effort to adjust the wage rates so employees performing the same work would be paid the same rate. Further a review of the interest arbitrations issued in 1991 and 2001; the discussion provided by the arbitrators in those decisions as well as in a 1999 interest arbitration and a 2002 fact finding indicates that parity often took a back seat in negotiations between the State and the PPME unit.

With respect to external comparability, only the Union submitted data supporting such a comparison. However, since the data was not disputed and the comparables were not challenged it was considered. According to the Union, the courthouse units in Black Hawk, Dubuque, Buchanan and Chickasaw counties (all counties within the First Judicial District and, therefore appropriately comparable,) settled for a 2% or slightly higher increase in wages. In addition, there is evidence that at least seven other bargaining units, all located in counties within the area covered by the First Judicial District settled for wage increases ranging from 2% to 2.6% with the increases averaging 2.2%.⁵ These settlements reflect that the Union's offer of 1.5% on the minimum and maximum rates and 1.5% on the step increases falls well within the increases deemed reasonable among the external comparables. Consequently, since parity among employees in an area can be as important as parity among employees working for the same employer when considering wage increases, this comparability is a significant factor in finding the Union's offer is more reasonable. Further, the rise in the consumer price index for 2012 also supports the reasonableness of the Union's offer.

Decision: The Union's wage offer is considered more reasonable and is awarded. This decision is based upon the following findings:

- That an internal pattern of bargaining does not exist;
- That parity, although achieved in the 2011-13 Contract, has not been a controlling factor in the bargaining relationship between the parties;
- That the circumstances under which the AFSCME agreement was reached suggests it should not be considered a comparable, and
- That the Union's offer more closely approximates the State's agreement with SPOC and the settlements reached among those bargaining units considered external comparables.

Positions of the Parties and Discussion on the Insurance Issue

Prior to the Arbitrator considering the insurance impasse issue and issuing this award, the parties reached agreement on insurance impasse item pursuant to PERB Rule 7.5(7) and

⁵ While the Union submitted other evidence of settlements throughout the State only those settlements of bargaining units located within the First Judicial District were considered comparable.

advised the Arbitrator of that settlement. Consequently, since the settlement will be incorporated into the parties' collective bargaining agreement, this impasse item is no longer before the Arbitrator.

AWARD

The Union's offer on wages is the most reasonable. This proposal, along with the remaining articles agreed to by the parties during negotiations shall comprise their 2013-15 collective bargaining agreement effective July 1, 2013.

A handwritten signature in cursive script, reading "Sharon K. Imes", positioned above a horizontal line.

Sharon K. Imes

March 9, 2013

CERTIFICATE OF SERVICE

I certify that on March 9, 2013 I will serve the foregoing award upon each of the parties by personally mailing a copy to them at their respective addresses as shown below today:

Betty Buitenwerf
Legal Counsel to the State Court Administrator
Iowa Judicial Branch
1111 East Court Avenue
Des Moines, Iowa 50319

Joe Rasmussen
Business Representative
International Union of Painter and Allied Trades
Iowa, Nebraska, western Illinois, District Council 81
PO Box 219
Solon, Iowa 52333

I further certified that on this same date I will submit this award for filing by personally mailing it to the Iowa Public Employment Relations Board, 510 East 12th Street, Suite 1 B, Des Moines, Iowa 50319 today.

A handwritten signature in black ink that reads "Sharon K. Imes". The signature is written in a cursive style with a horizontal line underneath it.

Sharon K. Imes, Arbitrator