

BEFORE THE ARBITRATOR

In the Matter of the Arbitration of a Dispute  
Between

ALLAMAKEE COUNTY

and

TEAMSTERS LOCAL NO. 238

RECEIVED  
2014 MAY -2 AM 9:17  
PUBLIC EMPLOYMENT  
RELATIONS BOARD

Appearances:

The Previant Law Firm, S.C., Attorneys at Law, by Jill M. Hartley, appeared on behalf of the Union.

Anderson, Wilmarth, Van Der Maaten, Belay, Fretheim & Zahasky, Attorney at Law, by Richard D. Zahasky, appeared on behalf of the Employer.

ARBITRATION AWARD

Teamsters Local No. 238, herein referred to as the "Union," and Allamakee County, herein referred to as the "Employer," jointly selected the undersigned from a panel of arbitrators provided by the Iowa Public Employment Relations Board, to serve as the impartial arbitrator to hear and decide the unresolved terms of their July 1, 2014, to June 30, 2015, collective bargaining agreement pursuant to Sec. 20.22, Iowa Code. The undersigned held a hearing on April 23, 2014 in Waukon, Iowa.

ISSUES

The sole issue at impasse is the across-the-board wage increase effective July 1, 2014. The Employer proposes \$.45 per hour. The Union proposes \$.55 per hour. The weighted average wage is \$18.78. The proposed wage increases equate to 2.4% and 2.9%, respectively.

BACKGROUND

The County has two bargaining units, the sheriff department unit and this secondary roads unit. There are 28 employees in the unit. 7 Employees are in the Maintenance Man I position and 12 are in the Maintenance Man II position. The rest are scattered in the remaining positions.

POSITIONS OF THE PARTIES

The essential difference between the positions of the parties is that the Union seeks an increase greater than that generally granted as a cost-of-living adjustment to adjust the wage rate of unit employees closer to those of comparable employees performing similar services elsewhere.

## DISCUSSION

### Standards

The arbitrator is required to select the final offer as to the one impasse item in dispute that is closest to appropriate by evaluating the parties' offers under the following criteria in Sec. 20.22(7), Iowa Code. The standards are:

7. The arbitrator 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 contracts.
  - 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 classifications 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.

The arbitrator has the responsibility to determine the weight to be attached to each factor. Neither party has raised an issue as to factor d or c, except as to the welfare of the public. Comparison to the other units of the county is an "other relevant factor" that is addressed herein.

### External Comparisons

The parties generally agree as to the primary comparable counties. They are those which are contiguous or close by in upper eastern Iowa. The Union offered comparison to Bremer, Buchanan, Clayton, Cass, Delaware, Fayette, Howard, Madison Winneshiek and Wright Counties. The Employer added Chickasaw County, but did not include Cass, Madison and Wright Counties.

It is not necessary to address which counties should be included or excluded. The Employer's group of comparables is sufficient to demonstrate the trend. Among that group the Maintenance Man I and II positions are the second lowest paid and within a few cents of the lowest paid employees in the external comparisons.

In comparing wage rates, it is important to look at other direct wage factors such as longevity because these are also wages. There are extensive longevity programs in

some of the comparables, but not others. The following are the comparisons of the longevity programs among the comparables:

Allamakee	Longevity	
	5 yr. through 10	.17/hour
	11 yr. through 15	.19 per hour
	16 yr. through 20	.23/hour
	21 and over	.25 hour
Bremer	None	
Buchanan	after 5 years	.05 per hour
	after 10 years	.10 per hour
	after 15 years	.15 per hour
	after 20 years	.20 per hour
	after 25 years	.25 per hour
Chickasaw	after 5 years	.10 per hour
	after 10 years	.15 per hour
	after 15 years	.20 per hour
	after 20 years	.25 per hour
	after 25 years	.30 per hour
	after 30 years	.35 per hour
	after 35 years	.40 per hour
	after 40 years	.45 per hour
Clayton	after 5 years	.05 per hour
	after 10 years	.10 per hour
	after 15 years	.15 per hour
	after 20 years	.20 per hour
Delaware	none	
Fayette	after 5 years	.15 per hour
	after 10 years	.20 per hour
	after 15 years	.25 per hour
	after 20 years	.30 per hour
	after 25 years	.35 per hour
	after 30 years	.40 per hour
	after 35 years	.45 per hour
	after 40 years	.50 per hour
Howard	after 5 years	.05 per hour
	after 10 years	.10 per hour
	after 15 years	.15 per hour
	after 20 years	.20 per hour
Winneshiek	none	

The following is a comparison of the benchmark position of Maintenance Man II at the after ten year level among the Employer's offered comparables.

2013 wage rate	Mt. Man II	10 yr.	total wage rate
----------------	------------	--------	-----------------

comp.	Wage	longevity	
Bremer	\$20.51	\$0.00	\$20.51
Buchanan	\$19.08	\$0.10	\$19.18
Chickasaw	\$19.28	\$0.15	\$19.43
Clayton	\$19.58	\$0.10	\$19.68
Delaware	\$20.91	\$0.00	\$20.91
Fayette	\$18.34	\$0.20	\$18.54
Howard	\$19.07	\$0.10	\$19.17
Winneshiek	\$19.54	\$0.00	\$19.54
Average	\$19.54		\$19.62
Allamakee	\$18.56	\$0.19	\$18.75

A review of the Iowa County Engineers Association data also demonstrates that these employees are among the lower paid in the state.

There is little data about the percentage increases granted by other counties for the upcoming contract year. There are some multi-year settlements. The available data which includes the final year of multi-year agreements shows two 2% increases and one 2.25% increase. The Employer's offer would not cause this unit to fall further behind the average of the comparables even if the higher figure is used, but it would leave unit employees' wages among the lowest paid.

The Employer's argument subdivides its comparables based upon size and again among those that are immediately surrounding Allamakee. However, any subdivision results in the wages in this unit being considerably lower than most of the others. Only, the Union's offer would tend to address this disparity.

#### Past Bargaining and Internal Comparison

The following are the across-the-board wage increases in the immediate past years:

	Secondary Roads	Sheriff
2010-2011	\$.25 1.48%	1.38%
2011-2012	\$.50 2.93%	2.9%
2012-2013	\$.45 2.56%	3.5%
2013-2014	\$.55 3.05%	2.49%
Total percent	10.02	10.27

For the most part, the recent years' settlement trends fell under generally similar economic circumstances. They represent strong comparisons. It should be noted that there is little uniformity between sheriff unit settlements and secondary roads settlements, but they do tend towards averaging out over the years. The sheriff unit has settled for 2.3% for the year in dispute. Based upon the tendency to average out, the settlement with

this unit would be expected to be .25% higher than that the sheriff's department. This would be 2.55%. The Employer's offer is generally closer to this trend.

#### The Interests and Welfare of the Public

Allamakee experienced disastrous flooding and was required to expend an unusual amount of money in the form of materials and unit overtime to repair roads damaged in the flooding. It is also experiencing increases in its health insurance costs. The parties have wisely worked collaboratively by committee to control those costs as far as practical. This has resulted in the most savings possible. The parties have agreed to assess some of the premium cost to unit employees for the most expensive plan. This tends to favor the Employer.

However, there is also a strong public interest in paying employees appropriate wage rates. In this case, the public interest is more strongly in favor of adjusting wage rates than merely granting an appropriate cost-of-living increase.

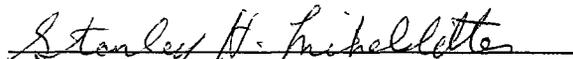
#### Summary and Conclusion

The available evidence establishes that the Employer's offer is closer to that which is likely necessary to keep unit employees in the same relationship with the average of the comparables. Nonetheless, the Union's offer is closest to that which is necessary to pay employees an appropriate wage rate. Accordingly, the Union's offer is adopted.

#### AWARD

The parties 2014-15 collective bargaining agreement shall incorporate the offer of the Union.

Dated at Sun Prairie, Wisconsin, this 30<sup>th</sup> day of ~~May~~<sup>April</sup>, 2014,

  
Stanley H. Michelstetter, Arbitrator

CERTIFICATE OF SERVICE

I, Stanley H. Michelstetter II, certify that on the 30<sup>th</sup> day of April, 2019, I served the foregoing Award of the Arbitrator upon each of the parties to this matter and the Iowa Public Employment Relations Board by mailing a copy to the m at their respective addresses as shown below:

Jill Hartley, Esq.  
The Previant Law Firm  
1555 RiverCenter Drive, Suite 202  
Milwaukee, WI 53212

Richard Zahasky, Esq  
Anderson, Wilmarth, Van Der Maaten,  
Belay, Fretheim & Zaharsky  
309 Water Street  
P.O. Box 257  
Decorah, IA 52101

Iowa Public Employment Relations Board  
510 East 12<sup>th</sup> Street, Suite 1B  
Des Moines, IA 50319-0203

  
Stanley H. Michelstetter II, Arbitrator