

IN THE MATTER OF ARBITRATION

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PUBLIC EMPLOYMENT
RELATIONS BOARD

Between	*	Arbitration Award
	*	
Hardin County, Iowa	*	Gordon L. Trampe
	*	Arbitrator
And	*	
	*	
Public, Professional, and	*	Issued: March 13, 2018
Maintenance Employees(PPME)	*	
Local 2003, IBPAT, Representing	*	
The Bargaining Unit Employees	*	
Of the Secondary Road Department	*	

Appearances

For the Employer: Paul Greufe – Advocate
County Human Resource Representative

Taylor Roll – County Engineer

For the Union: Randy Schultz – Advocate
PPME Business Representative

Mark Hubbard, PPME Business Representative

Martin Eide, Maintenance Operator

Blake Jones, Truck Driver

Luke Pickering, Mechanic

INTRODUCTION / JURISDICTION

This Matter proceeded to an Arbitration Hearing pursuant to Iowa Code Section 20.22 Public Employment Relations Act; and as found in the Parties Collective Bargaining Agreement (CBA), Article 7 Grievance Procedure, dated July 1, 2016 through June 30, 2018. The Hearing began at approximately 11:30 A.M., Friday, March 2, 2018 in the basement conference room at the Hardin County Courthouse located at 1215 Edgington Avenue, Eldora, Iowa 50627. The undersigned was selected by the Parties to conduct the Hearing.

The Parties, during the Hearing, submitted their evidence and had full opportunity to introduce facts and present argument, rebuttal, and sur-rebuttal in support of their respective positions relative to the issue. The Hearing closed at 12:05 P.M., March 2, 2018 and was electronically recorded. The Award set forth below (to be sent USPS and postmarked no later than March 15, 2018) is based upon this Arbitrator's weighing all the evidence, facts and agreements submitted.

FACTUAL BACKGROUND

The City of Eldora, Iowa is located in Hardin County and is locally referred to as the "county seat". The County is located near the center of the State of Iowa, and, as of 2010, had a population of over 17,000. Iowa Falls, Iowa is the largest city in Hardin County.

Like most Iowa counties (of which there are 99), Hardin has a significant network of secondary roads (originally farm-to-market) which are maintained by the County's (Employer) Secondary Roads Department under the control of the Board of Supervisors, and a County Engineer. The Department's bargaining unit (BU) employees are represented by Public, Professional and Maintenance Employees Local

Union 2003 (Union). The employer and Union have had a bargaining relationship since 1978 – almost the entirety of the Iowa Statute governing collective bargaining in the State. The current CBA covers five Job Classifications: Foreman, Heavy Equipment Operator, Motorgrader Operator, Truck Driver and Mechanic. This BU is not a public safety BU; therefore, the only issue which can be mandatorily negotiated is base wages. As a result of current collective bargaining negotiations, the Parties wage offers are less than one (1) percent apart – 0.7% to be exact.

Employer: 1.5 % across the board increase

Union: 2.2% across the board increase

EXHIBITS

Joint Exhibits

1. Copy of the Parties current CBA dated July, 1, 2016 through June 30, 2018
2. Copy of the Employer's Initial Bargaining Proposal dated January 8, 2018
3. Copy of the Employer's Counter Offer dated January 30, 2018
4. Copy of the Employer's Final Offer dated February 15, 2018
5. Copy of chapter 20 of Iowa Statute governing Collective Bargaining in State's public sector entitled: Public Employment Relations Act
6. Copy of Iowa State's CPI-U (Midwest) calculation chart with updated date of February 14, 2018

Union Exhibits

1. Copy of portion of Iowa State Administrative Code Chapter 7 relative to Binding Arbitration dated August 30, 2017

2. Copy of Union's Final Offer dated January 15, 2018

CRITERIA TO CONSIDER IN MAKING AWARD

The Public Employment Relations Act, as set forth in Section 20.22 Code of Iowa provided specifics on the process of binding arbitration:

20.22(8)

8. For an arbitration involving a bargaining unit that does not have at least thirty percent of members who are public safety employees, the following shall apply:

a. The arbitrator shall consider and specifically address in the arbitrator's determination, in addition to any other relevant factors, the following factors:

(1) Comparison of base 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. To the extent adequate, applicable data is available, the arbitrator shall also compare base wages, hours, and conditions of employment of the involved public employees with those of private sector employees doing comparable work, giving consideration to factors peculiar to the area and the classifications involved.

(2) The interests and welfare of the public

(3) The financial ability of the employer to meet the cost of an offer in light of the current economic conditions of the public employer. The arbitrator shall give substantial weight to evidence that the public employer's authority to utilize funds is restricted to

special purposes or circumstances by state or federal law, rules, regulations or grant requirements.

b. The arbitrator shall not consider the following factors:

(1) Past collective bargaining agreements between the parties or bargaining that led to such agreements.

(2) The public employer's ability to fund an award through the increase or imposition of new taxes, fees, or charges, or to develop other sources of revenues.

20.22 (9)

b. Except as required for purposes of the consideration of factors specified in subsection 7, paragraphs "a" through "c", and subsection 8, paragraph "a", subparagraphs (1) through (3), the parties shall not introduce, and the arbitrator shall not accept or consider any direct or indirect evidence regarding any subject excluded from negotiations pursuant to section 20.9.

20.22 (10)

10 a. The arbitrator shall select within fifteen days after the hearing the most reasonable offer, in the arbitrator's judgment, of the final offers on each impasse item submitted by the parties.

b. (1) However, for an arbitration involving a bargaining unit that does not have at least thirty percent of members who are public safety employees, with respect to any increase in base wages, the arbitrator's award shall not exceed the lesser of the following percentages in any one-year period in the duration of the bargaining agreement:

(a) Three percent.

(b) A percentage equal to the increase in the consumer price index for all urban consumers for the Midwest region, if any, as determined by the United States department of labor, bureau of labor statistics, or a successor index. Such percentage shall be the change in the consumer price index for the twelve-month period beginning eighteen months prior to the month in which the impasse item regarding base wages was submitted to the arbitrator and ending six months prior to the month in which the impasse item regarding base wages was submitted to the arbitrator.

(2) To assist the parties in the preparation of their final offers on the impasse item regarding base wages, the board shall provide information to the parties regarding the change in the consumer price index for all urban consumers for the Midwest region for any twelve-month period. The department of workforce development shall assist the board in preparing such information upon request.

DISCUSSION

The Arbitrator's authority in this case is limited by constraints as found in Iowa statute, as noted above. The Hardin County Secondary Roads BU is a non-public safety unit of employees. As such, their Representative can insist only on negotiating base wages. All other subjects are either permissive, or prohibitive. In addition, any wage bargain arrived at in Arbitration has to be the lesser of three (3) percent, or the CPI-U's (Midwest) as calculated by the Public Employment Relations Board (PERB) for the month in which the arbitration settlement is made. Any amount submitted by a Party at arbitration which is in excess of the lesser amount (mentioned above) cannot be considered by this Arbitrator in making his decision. Further, this Arbitrator cannot examine for consideration the negotiations' history of the Parties, or consider the Employer's ability to fund an award through the increase or imposition of new taxes, fees, or changes, or to develop other sources of revenue.

This Arbitrator can consider the following factors: comparison of base wages; interests and welfare of the public; and the public employer's financial ability to meet the cost of an offer in light of current economic conditions of the public employer.

In this instant case the Union submitted two arguments in support of its offer. First, the Employer's Sheriff's Department was given a three percent across-the-board increase, a recent County action. This is an internal comparison. No external comparisons were offered. This comparison cannot be considered by this Arbitrator in making his Award because the Union's final position on base wages is two point two percent (2.2%), which is above what the maximum settlement can be on base wages for this non-public safety unit.

Secondly, the Union argued that secondary road crew employees could be considered a public safety unit because of the inherent danger involved with operating large power equipment 24/7, especially during the Iowa winter season. This position is an inappropriate position by the Union because it is talking about job evaluation, and any inherent job danger should be viewed in light of evaluation factors. No arguments, or additional information, were offered by the Parties at hearing considering either (1) the interest and welfare of the public, or (2) the financial ability of the Employer to meet the cost of a offer is light of current economic conditions of the Employer. Based on all of the above, the Union's position (final offer of 2.2%) cannot be accepted for consideration by this Arbitrator.

The Employer's final offer of one and one-half percent (1.5%) increase in base wages can be considered for acceptance by this Arbitrator because it meets the State Statute criteria of the lesser of three percent (3%) , or the CPI-U (Midwest) for March, 2018 of one and one-half percent (1.5%).

AWARD

In addition to all issues agreed upon prior to this Award, the Parties CBA for year 2018 -2019 will include the Employer's final offer on base wages of one and one-half percent (1.5%).


Gordon L. Trampe

March 13, 2018

Arbitrator

CERTIFICATE OF SERVICE

I certify that on this 13th day of March, 2018 I served the forgoing Arbitration Award upon each of the Parties to this Matter by mailing a copy to them by first Class Mail (USPS) at their respective addresses as shown below.

Randy Schultz
Business Representative
PPME Local 2003
P.O. Box 54
Sigourney, IA 52591

Paul Greufe
Employer Representative
2239 Cromwell Circle
Davenport, IA 52807

I further certify that on the 13th day of March, 2018 , I submitted this Award for filling by mailing (USPS) it to the Iowa Public Employment Relations Board, in care of Susan A Bolte, Administrative Law Judge, 510 East 12th Street, Suite 1B, Des Moines, IA 50319.


Gordon L. Trampe
Arbitrator

March 13, 2018