

IN THE COURT OF APPEALS OF IOWA

No. 8-948 / 08-0960
Filed December 31, 2008

**AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
COUNCIL 61, AFL-CIO AND ITS LOCAL 620,**
Plaintiff-Appellee,

vs.

CITY OF CEDAR RAPIDS,
Defendant-Appellant.

Appeal from the Iowa District Court for Linn County, Thomas L. Koehler,
Judge.

Defendant appeals adverse summary judgment ruling ordering it to
arbitrate a grievance. **AFFIRMED.**

William J. Wright, Cedar Rapids, for appellant.

Mark T. Hedberg, Des Moines, for appellee.

Considered by Sackett, C.J., and Eisenhauer and Doyle, JJ.

EISENHAUER, J.

This dispute involves a 2007 collective bargaining agreement (CBA) between the City of Cedar Rapids and the American Federation of State, County and Municipal Employees Council 61 (AFSCME). In September 2008, AFSCME filed a grievance on behalf of employee Rickels alleging the City violated the CBA by not selecting the most senior qualified employee for a vacant chief inspector position. The City refused to arbitrate the grievance claiming arbitration is foreclosed because the CBA seniority provisions conflict with the Iowa Code. In February 2008, AFSCME filed a petition in district court seeking an order compelling the City to arbitrate the grievance. After the City filed an answer, the parties filed cross-motions for summary judgement.

In May 2008, the district court granted AFSCME's motion for summary judgment while denying the City's motion. In resolving the arbitrability issue, the court ruled the CBA contains a grievance procedure providing for compulsory arbitration of contractual disputes and further determined Rickels's grievance alleges a violation of a provision of the CBA. The City's motion was denied because "[i]n analyzing arbitrability, the court may not consider the merits of the underlying claim."

On appeal, the City raises the arbitrability issue which was thoroughly discussed and resolved by the district court. Because we agree with the district court's reasoning, its conclusions utilizing the uncontested facts, and its application of the law, we affirm pursuant to Iowa Court Rule 21.29(1)(d).

AFFIRMED.