

IN THE MATTER OF ARBITRATION ) INTEREST ARBITRATION  
 )  
 between )  
 )  
 Anoka County )  
 ) BMS Case No. 10-PN-1311  
 -and- )  
 )  
 Law Enforcement Labor Services, )  
 Inc., Local No. 199 (Work )  
 Release Officer Unit) ) January 4, 2011  
 )))))))

**APPEARANCES**

**For Anoka County**

Scott Lepak, Attorney, Barna, Guzy & Steffen, Coon Rapids,  
Minnesota  
Don Lennans, Director  
Mike Roff, Manager

**For Law Enforcement Labor Services, Inc., Local No. 199**

Dennis Kiesow, Business Agent  
Dan Kissiah, Steward  
Erin Burnette, Steward  
James Fahrni, Steward

**JURISDICTION OF ARBITRATOR**

Law Enforcement Labor Services, Inc., Local No. 199  
(hereinafter referred to as the "Union" or "LELS") is the  
exclusive representative for all Worker Release Officers employed  
by Anoka County (hereinafter referred to as the "County" or  
"Employer") at the Anoka County Juvenile Center, the Anoka County  
Medium Security Facility, and the Anoka County Huber Facility.  
This Bargaining Unit also includes Grade 10 Shift Coordinators.

A Work Release Officer broadly describes a classification that operates under the County Human Services Division. Within that Division, the position exists within Community Corrections. The Bargaining Unit includes approximately 42 non-licensed essential employees under the job titles of Correctional Officers, Work Release Officer, Juvenile Detention Officer, and Shift Coordinator. The Bargaining Unit formerly included individuals working in the County's medium security facility. That facility closed during the term of the existing collective bargaining agreement.

The County and Union (hereinafter referred to as the "Parties") are signatories to an expired collective bargaining agreement that was effective January 1, 2008 through December 31, 2009.

The Parties entered into negotiations for a successor collective bargaining agreement. The Parties were unable to during bargaining and mediation to resolve all of their outstanding issues. As a result, on June 1, 2010, the Bureau of Mediation Services ("BMS") received a written request from the Parties to submit the unresolved issues to conventional interest arbitration. On June 3, 2010, the BMS determined that the following items were certified for arbitration pursuant to M.S. 179A.16, subd. 2 and Minn. Rule 5510.2930:

1. Amount of Merit - Amount - Article 21, Appendix A
2. Schedule, Wage - Amount of Across Board, If Any - Article 21, Appendix A
3. Union Security - Language - Article 4
4. Grievance Procedure - Language - Article 15
5. Employer Contribution - Employer Contribution 2010 - Article 17

The Parties selected Richard J. Miller to be the sole Arbitrator from an arbitration panel submitted by the BMS. A hearing in the matter convened on November 18, 2010, at 10:00 a.m. at the Anoka County Government Center, 2100 Third Avenue, Anoka, Minnesota. The Parties were afforded full opportunity to present evidence and arguments in support of their respective positions.

The Parties elected to file post hearing briefs with an agreed-upon submission date of December 8, 2010. The post hearing briefs were submitted in accordance with those timelines and received by the Arbitrator by e-mail. The Arbitrator then exchanged the briefs by e-mail on that same day, after which the record was considered closed.

After the issues were certified by BMS and the Parties submitted their final positions on the issues, the Parties reached agreement on Issue Four - Grievance Procedure Language and Issue Five - Employer Health Insurance Contribution for 2010. Thus, there are three remaining issues for decision by the Arbitrator.

ISSUE ONE: AMOUNT OF MERIT - AMOUNT - ARTICLE 21, APPENDIX A  
ISSUE TWO: SCHEDULE, WAGE - AMOUNT OF ACROSS BOARD, IF ANY -  
ARTICLE 21, APPENDIX A

**POSITION OF THE PARTIES**

The first issue involves the movement of the incumbents through the applicable salary range. The current collective bargaining agreement provides for the following 2009 wage schedule for Bargaining Unit members other than Shift Coordinators:

<u>Minimum</u>	<u>Maximum</u>	<u>Maximum with Top Stability</u>
\$14.8566	\$22.6279	\$24.3587

The County does not hire employees at the indicated minimum rate rather new employees are hired at \$15.6834 per hour.

Shift Coordinators have the following 2009 wage schedule:

<u>Minimum</u>	<u>Maximum</u>	<u>Maximum with Top Stability</u>
\$17,6486	\$26.8926	\$28.6234

Employees in the Bargaining Unit move from the starting wage to the maximum through the County's merit program by means of an available merit increase each year. The merit program for this Bargaining Unit operates in the same manner as the large non-union group, the combined Highway and Parks bargaining unit, the Sheriff's Office Licensed Supervisor bargaining unit, the Sheriff's Office Detention Sergeants and Lieutenant bargaining unit and the Sheriff's Office Licensed Sergeant bargaining unit.

The County personnel rules describe this merit program process as follows:

Eligible employees will receive Performance Based Range Movements based on job performance. Performance Based Range Movements which would exceed the maximum of the employee's salary range shall first be applied to the employee's salary to bring it to the maximum of the salary range. An employee who is at the top or over the range and eligible for a Performance Based Range Movement shall receive this pay in a lump-sum payment. Lump-sum payments are not added to the base salary. Probationary employees who have completed their initial hiring probation period will be eligible to receive a Performance Based Range Movement increase.

In addition to this merit program system of movement, employees meeting certain years of service requirements have increased available range maximums (stability ranges). These are available range maximums and are not longevity payments.

The County is proposing that, effective the first full pay period in January of 2010, employees will be eligible for a merit increase of up to one and one-half percent (1.5%). In contrast, the Union is proposing to increase the merit pool to three percent (3%), effective the first full pay period in January of 2010. Thus, under the Union's proposal, the contract language in Article 21, Section 4 should read:

Merit Pools/Minimum Range Movement. The merit pool is computed using the standard county formula except that, for 2010, the merit pool for each classification will be calculated using three percent (3%) of the applicable range maximums (excluding the stability range maximum for those individuals eligible for stability movement).

In addition, the Employer is proposing that, effective for the first full pay period in January of 2010, the existing start rate and salary range movement will be increased by three percent (3%).

With regard to the second wage issue, the County is not seeking to provide any general wage increase for 2010. Rather, the County is seeking to amend the existing and start rate and salary range maximum by three percent (3%), effective the first full pay period in January of 2010 without any corresponding employee movement except as necessary to move any individuals to the start of the increased range minimum. In contrast, the Union is proposing to increase the existing start rate by one percent (1%) and the salary range maximum by four percent (4%). Within this expanded range, the Union is proposing that incumbent employees receive a one percent (1%) increase or be moved to the beginning of the new salary range (whichever is greater) together with an additional one percent (1%) adjustment. In other words, the Union is seeking a two percent (2%) general adjustment within the expanded range.

Thus, under the Union's proposal, the contract language in Article 21, Section 1 should read:

2010: Effective the first full pay period in January 2010, the existing start rate will be increased by one percent (1%) and the salary range maximum will be increased by four

percent (4%). Effective the first full pay period in January 2010, incumbent employees will receive a one percent (1%) increase within this expanded range or be moved to the beginning of the new salary range (whichever is greater), together with an additional one percent (1%) adjustment. Effective the first full pay period in January 2010, employees will be eligible for a merit increase of three percent (3%).

#### **AWARD**

Increase the merit pool to three percent (3%), effective the first full pay period in January of 2010. Thus, the contract language in Article 21, Section 4 shall read:

Merit Pools/Minimum Range Movement. The merit pool is computed using the standard county formula except that, for 2010, the merit pool for each classification will be calculated using three percent (3%) of the applicable range maximums (excluding the stability range maximum for those individuals eligible for stability movement).

In addition, no general wage increase for 2010, but effective the first pay period in January 2010, the existing start rate and salary range maximum will be increased by three percent (3%).

#### **RATIONALE**

Generally, interest arbitrators adhere to four highly recognized considerations in rendering their decisions: the employer's ability to pay; internal equity; external or market comparisons; and other economic factors (e.g., Consumer Price Index, turnover, retention rates, etc.). This case is unique in that both Parties spent an enormous amount of time and energy

justifying their positions through internal equity. While the other three factors were considered by the Arbitrator, internal equity, by far, is the most important factor in the instant matter.

The Union proposed a three percent (3.0%) merit pool, effective on the first payroll period of 2010. The Union's proposal uses the applicable range maximum for the calculation of the increase, which was awarded by the Arbitrator. The Employer proposed a maximum one and one-half percent (1 1/2%) merit pool eligibility amount.

One unique aspect is that the pay plan with the merit pool as it currently exists creates a top pay for Bargaining Unit employees that cannot be reached. In addition, the plan has suppressed wages for this Bargaining Unit that has kept these employees more than 13% below the County's Detention Deputies, who are in the same pay grade and do the same or very similar work and deal with the same prisoners.

Detention Deputies reach top pay in five years and receive longevity while the Bargaining Unit Work Release employees work approximately twelve years just to reach what should be the eight year range maximum. In addition, the County provides the Detention Deputies with an additional merit increase after reaching the five year top pay. Within the County's pay equity

report, Bargaining Unit positions are at 173 points with a reported pay of \$4,222 per month. Detention Deputy classification are at 178 points with a reported pay of \$4,633 per month.

The Union's proposed 3.0% merit pool calculated on the range maximum is a "start" to reduce the pay gap between Bargaining Unit employees and Detention Deputies and return some credibility to the plan.

The significant of the pay difference between Bargaining Unit positions and those of Detention Deputy is not new to the Parties. In fact, it has been the subject of previous arbitration cases.

The history of the merit plan is important in this case. Initially, the merit plan provided a merit pool based on 3% of the total wage of the group. Merit pay was distributed annually with greater awards given to employees receiving better work performance reviews. This method of distribution resulted in employees receiving merit pay awards from 0% to 10%. Employees below the midrange of the pay plan received an additional discretionary 3.0% merit award based on their individual wage rates in July of each year.

This merit pay plan was an issue in arbitration before Arbitrator Thomas P. Gallagher in 1992. Even with this enhanced

merit plan, Arbitrator Gallagher recognized the reason for the slow movement within the pay range when he wrote:

I note that one of the causes of slow progress through the permitted range of wage progression is its relatively wide range and the relatively small average progressions that have been made possible by annual 3% merit pools. As the range is now constructed, the maximum rate is 150% of the minimum rate, and midrange is 125% of the minimum rate.

Minnesota Teamsters Public and Law Enforcement Employees Union, Local 320 v. County of Anoka, BMS Case No. 92-PN-1231 (1992).

Arbitrator Gallagher awarded a minimum of 4.0% merit pay for each employee in addition to the 3.0% midyear merit pay for employees under midrange. The award was intended to accelerate the range movement for this same group. Thereafter, there was not much progress, if any, made by the Employer with respect to the merit plan. The County maintained the wide range between the minimum and maximum pay and also eliminated the midyear 3.0% merit awards given employees below the midrange.

In 2001, the County unilaterally changed the method of distributing the merit pool. Employees were no longer eligible for merit range movements of 0% to 10%. The maximum an employee could receive was 3.0% of the individual's wage if the employee's work performance evaluation was satisfactory or better. In 2003, the County negotiated a lower percentage amount of the merit pay due to the State of Minnesota's financial shortfalls. These

reductions further eroded the progress of the merit pay plan by slowing the movement within the range. In addition, the County added a merit increase at five years for the Detention Deputies who already earn considerably more than Bargaining Unit employees.

The Bargaining Unit recognized that the wage gap was increasing rather than decreasing. As a result, after negotiations failed between the Parties, the Bargaining Unit filed for interest arbitration for 2007 in an attempt to reduce this disparity. The County had offered a 2% merit pool based on the range maximums.

Arbitrator Richard A. Anderson recognized the large disparity when he found in his decision: "The evidence clearly shows...that an adjustment in range movement is warranted. While the Employer's proposal may have an accelerating effect, more needs to be done." Law Enforcement Labor Services, Inc, and County of Anoka, BMS 07-PN-0661 (2007).

Arbitrator Anderson's award provided: "the amount of the merit pool for 2007 will be 3.0%. In addition, the calculation rate will be the same as the rate that the Employer has negotiated with the Highway and Park unit." Id., p. 32. The award of a 3.0% merit and changing the calculation based on the range maximums helped the Bargaining Unit, but Arbitrator

Anderson acknowledge it was not enough. He wrote: "Although this award will not alleviate the problems associated with WROs moving through the range movements of the pay plan, it along with the range movement award in Issue 2 (Wages 2007) is a start." Id., p. 32.

The Parties attempted to narrow the wage disparity during negotiations for 2008 and 2009. In 2008, the classifications in this Bargaining Unit and the Detention Deputies each received a three percent (3%) increase to the start rate. In 2008, the classifications in this Bargaining Unit gained on the salary range maximum (which was increased by five percent (5%) plus \$0.15 per hour). In contrast, the Detention Deputies in 2008 had their performance based maximum increased by four percent (4%). In 2009, the classifications in this Bargaining Unit received a three percent (3%) plus \$0.15 per hour increase to the start rate and an increase to the salary range maximum of six percent (6%). In contrast, the Detention Deputies in 2009 had their performance based maximum increased by approximately five percent (5%).

The County is correct, that because of the agreements reached in the last round of bargaining for 2008 and 2009 between the parties, members of this Bargaining Unit are no longer "losing ground" to the Detention Deputies as noted in Arbitrator Anderson's award. However, it must emphasized that the

negotiations between the Parties for 2008 and 2009 did not produce a parity between classifications in this bargaining Unit and the Detention Deputies, and there is still an enormous gap in pay between these comparable internal groups. This gap was not closed during collective bargaining for a successor contract. This gap has not been closed even if the Arbitrator considers the Employer's argument that members of this Bargaining Unit receive overtime pay, unlike Detention Deputies, so the comparison of the Bargaining Unit employee's actual (W-2 reported) incomes based on scheduled hours is much closer than the Union suggests. The Arbitrator's award closes this gap, unlike the Employer's merit plan proposal of a 1.5% merit pool.

The County employs 1,726 employees as of January 7, 2010, the date of the pay equity report. The vast majority of employees (81%) are non-union. While non-union employees are generally viewed by interest arbitrators as being a secondary consideration because they have no collective bargaining rights and receive what the employer gives to them, non-union employees should be considered as a relevant and significant internal group in this case. Non-union employees were involved in union campaigns in 2008 and 2009. The Human Services and Clerical/ Technical employees, excluding Human Services employees, rejected representation in 2009 by wide margins. The probation officers

initially certified AFSCME as their exclusive representative but decertified prior to a first contract. These relatively recent and resounding defeats of the petitioning organizations are significant evidence that the County's non-union employees did and do have a clear choice when it comes to their wage and benefit package. The choice that these employees made includes remaining on the current merit system. For 2010, these non-union employees received the same one and one half percent (1.5%) performance based range movement that the County proposes for the members of the Bargaining Unit at issue in this interest arbitration.

There are nine currently organized bargaining units in the County. The Corrections Department Work Release Officers (at issue in this case) total 42 employees and are represented by LELS. The Highway and Park Maintenance unit total 82 employees and are represented by IUOE Local No. 49. The Pine School Teachers unit total 15 employees and are represented by Education Minnesota. The Sheriff's Office Detention Sergeants and Lieutenants unit total nine employees and are represented by LELS. The Sheriff's Office Licensed Officers unit total 90 employees and are represented by LELS. The Sheriff's Office Detention Deputies unit total 67 employees and are represented by LELS. The Sheriff's Office Supervisors unit total nine employees

and are represented by Anoka County Sheriff's Office Supervisor's Association. The Sheriff's Office Essential Investigator unit total 15 employees and are represented by LELS. The Sheriff's Office Essential Licensed Sergeants unit total 13 employees and are represented by LELS.

In addition to the non-union employees, four of the eight other bargaining units at the County utilize the same merit system that applies to the members of the present Work Release Bargaining Unit. All of these bargaining units, the Highway and Park Maintenance, the Sheriff's Office Detention Sergeants and Lieutenants, the Sheriff's Office Supervisors, and the Sheriff's Office Essential Licensed Sergeants all voluntarily negotiated with the County the same one and one-half percent (1.5%) merit movement that the County is proposing for the members of this Bargaining Unit.

In addition, the Licensed Officer, Detention Deputy and Investigator bargaining units at the County utilize a combined step and merit based system in which the more senior members qualify for a merit increase rather than steps. These groups voluntarily agreed to the same one and one-half percent (1.5%) merit movement in the merit portion of their wage systems.

The only exception from this pattern merit movement that the County is proposing for the members of this Bargaining Unit is in

the teachers bargaining unit that operates under a joint powers agreement and utilizes an education based model that significantly differs from that applicable to the rest of the County.

The evidence establishes that only with the exception of the much different education group, each employee group at Anoka County, union and non-union, who is on a merit program (or in the case of the combined step/merit programs on the merit portion of the program) will be eligible for the same merit based movement that the County proposes to apply to the members of this Bargaining Unit. In contrast, none of the employee groups at the County will receive the three percent (3%) that the Union proposes. While internal equity is overwhelming with regard to merit pay, it does not trump the fact that members of this Bargaining Unit are significantly behind the most comparable internal or external group - Detention Deputies. The Arbitrator's award, which sustains the Union's position with regard to merit pay, is needed to close this pay gap, and overrides any internal merit pay plan received by other County employees.

The County argues that in a one-year agreement that will be past when the award is issued, making such a significant change in the merit system is not warranted. This argument misses the

point that there must be a starting point to close this equity gap between Bargaining Unit members and Detention Deputies. The Arbitrator's award gives the Parties this needed jump start toward reaching parity between internal comparability groups.

The Employer's position as to the second wage issue is sustained. The County's position was no general increase for 2010. Rather, the County is seeking to amend the existing and start rate and salary range maximum by three (3%) percent effective the first full pay period in January 2010 without any corresponding employee movement, except as necessary to move any individuals to the start of the increased range minimum. In contrast, the Union proposed to increase the existing staff rate by one percent (1%) and the salary range maximum by four percent (4%). Within this expanded range, the Union proposed that incumbent employees receive a one percent (1%) increase or be moved to the beginning of the new salary range (whichever is greater) together with an additional one percent (1%) adjustment. Thus, the Union is seeking a two percent (2%) general adjustment within the expanded range.

The economic condition of the County is an important consideration in this case. The Union estimates that the cost of its proposals for both Issues One and Two is \$52,273, excluding mandated roll-up costs. The cost of the Arbitrator's award in

sustaining the Union's position with regard to merit pay (Issue One) is estimated at \$34,180.59, excluding mandated roll-up costs.

In considering this factor, there is no dispute that the national, state and local economies all continue to struggle. This has created a significant negative impact at the state level. The scope of the state's problems being passed on to the County are significant. The state reduced the County's Market Value Credit ("MVC") by \$2.5 million. Anoka County lost County Program Aid from the state in 2010 in the amount of \$3.2 million. The state reduction in the MVC resulted in a total loss of revenue of over 5.7 million for 2010 and \$9.44 million since December 2008.

At the same time that the County is experiencing these lost revenues from the state, the same pressure is being felt by other governmental entities. The result is that the intergovernmental revenues that the County receives, in excess of \$100 million per year, become more precarious sources of funding.

An added problem is that, like other counties in the state, Anoka County's other principal revenue source - taxation - is also unstable. In the first quarter from 2008 to 2010, the County has lost 18,361 jobs across various industries. Anoka County, has (and had) greater unemployment than the state and

metro areas. While the rates are declining in 2010 from 2009, they are still at 7.3% in Anoka County. The County's property tax base (in terms of property values) has declined 14% overall since 2008 with a further decline of 7%-8% continuing into the 2011 cycle. In the less urbanized areas of the County, land values have fallen more than 20%.

The Union's argument that the County has sufficient funds to pay the wage increases based on the savings from closing the medium security facility ignores the bleak economy of which Anoka County cannot escape. In pointing to the closure of this facility, the Union optimistically suggests that the savings from closing an inefficient program should simply be poured back into the same Bargaining Unit that lost the jobs. This would not be appropriate policy in light of the County's finances.

It is also noteworthy to discuss the financial condition of the County's Human Services Division (the Division that includes this Bargaining Unit). The County's Human Services Division had a net asset from \$90,240,000 to \$73,679,000. That is a decrease of over \$16 million dollars (\$16,561,000). Within Human Services, program expenses exceeded \$70 million while program revenues were closer to \$50 million. This was despite the Human Services fund balance increasing by \$4.3 million due to reduced spending and increased reimbursement rates for existing programs.

In other words, the County's best efforts to cut spending and increase revenues has still produced a staggering negative gap between expenses and revenues within the Human Services Division.

In considering this factor, it is also traditional to consider fund balances. The State Auditor has recommended a political subdivision to retain 35 to 50 percent of fund operating revenues, or no less than five months of operating expenditures. Regardless of the wisdom of the State Auditor's policy (which is questioned by the County), Anoka County has an unreserved fund balance that is just 35.8% of total general fund expenditures. Clearly, the County does not have excess money available to fund salary increases.

Internal equity establishes that over 98% of the employees at Anoka County are not receiving a general wage increase for 2010. The only exception are the small educators group that operates on a much different wage and benefit package.

In the final analysis, based upon the financial condition of the County, the overwhelming internal pattern of no general wage increases for 2010 for County employees, and fact that the Arbitrator granted the Union's position as to merit pay increases, the County's position as to Issue Two is sustained.

While the County's position provides that effective the first pay period in January 2010, the existing start rate and

salary range maximum will be increased by three percent (3%), it appears that this position will have no profound effect on the Bargaining Unit. The Employer did not intend to hire any new Bargaining Unit members at the starting rate and none of the members will reach the maximum pay rate.

The Consumer Price Index ("CPI") is another factor that is generally considered by an interest arbitrator. The evidence indicates that the CPI increased 2% from October 2009 to October 2010 based on the Urban Wage Earners in the Midwest Urban, size 50,000 to 1.5 million. The CPI in Minneapolis and St. Paul increased by 3.1% from January to July 2010. The Cost of Living for Midwest Wage Earners is 32% for the first half of 2010. The Union noted that federal employees received a 2% wage increase. It finally noted that arbitrators in two other jurisdictions recently awarded a one percent wage increase.

The Bargaining Unit employees have already been awarded merit pay increases that will offset the cost of the CPI. Further, the general wage increases for this Bargaining Unit from 2003 through 2009 show that the CPI-U has increased 17.8% during that time and this favorably compares to the 18% general wage increases received by these Bargaining Unit members. This consideration does not support deviation from the overwhelming internal negotiated wage pattern.

Anoka County is part of Minnesota Economic Development Region 11 consisting of the seven Metropolitan Counties of Hennepin, Ramsey, Carver, Scott, Dakota, and Washington Counties. Anoka County ranks fourth within Region 11 both in population and tax capacity.

The Parties concede that there is little external comparability to compare Bargaining Unit members with other similar employees in surrounding large counties. In fact, previous arbitrators have given little consideration to external comparables, finding difficulty in comparing Bargaining Unit employees with other similar employees in comparable jurisdictions, including Region 11 counties. This problem is compounded by the fact that not all of the Region 11 counties have merit plan programs. For example, Scott County provides employees merit range movement up to 4% with a 1.0% cost of living increase for 2010. Dakota County has implemented a wage freeze for 2010 and not given a merit increase. Even if the Arbitrator considers Sherburne County, which is not one of the Region 11 counties, but was the county that the medium security work was given to by Anoka County, the Corrections Unit in Sherburne received a merit increase of up to 4.3% depending on their position in the wage schedule for 2010. Clearly, there is not a clear and concise external pattern in which to base the

Arbitrator's decision on any of the two issues before him in this case.

**ISSUE THREE: UNION SECURITY - LANGUAGE - ARTICLE 4**

**POSITION OF THE PARTIES**

The County is not proposing to add any contract language in Article IV, Union Security. In contrast, the Union is seeking to add contract language in Article IV, Section 3A(2) to read:

Paid interruption of work for Union business shall include negotiations, and the investigation and presentation of grievances to the Employer.

In addition, the Union proposes to add the following contract language to Article IV, Section 3A(3):

Stewards attending negotiation or grievance meetings during off-duty hours shall be compensated with compensatory time on an hour for hour basis.

**AWARD**

The Union's position is sustained.

**RATIONALE**

The Union is requesting a language modification and the adding of contract language in order to continue the past practice of paying Union Stewards for both negotiating and working on grievances. The County has served notice they are discontinuing the practice and oppose any language change or addition. The County noted that the existing language of the collective bargaining agreement states that "paid interruption of

work for Union business shall be limited to the investigation and presentation of grievances to the Employer." Accordingly, the County argues that it was simply applying the language as drafted.

The past practice of paying both time and mileage to the Union Stewards for this group goes back many years. In addition to pay for the hours involved, the County has also paid mileage when requested. Juvenile Detention Officer Erin Burnette testified that she has been paid and was told by previous Union Stewards that they also were paid. In addition, the time and mileage requests turned in were approved for payment by a supervisor and have never been denied.

The Union recognizes the burden of establishing the need for such change to the contract. A change in the language is the only avenue available to continue the long-standing past practice that is part of the tradition that framed the relationship between the Parties. The County is now attempting to unilaterally eliminate this long-standing past practice without good reason.

The Union is not asking for a change in the relationship between the Parties, but simply desires to continue the past practice. Unlike most collective bargaining agreements, this contract controls the number of Union Stewards that can be chosen

by the Union. In addition, it mandates that one of the Union Stewards must be in each of the facilities.

In some of the facilities, the Union Steward is required to work the night shift as no other shifts are available. The night shift hours require the Union Steward to do all their Steward duties on their time off including both grievances and negotiations. As a result, the Union Steward must give up sleep time, and incurs additional daycare expenses because of the inability to schedule negotiation outside the County's normal work day.

The Union's position is warranted to maintain this established past practice.

The Parties are to be complimented on their professional conduct at the hearing and the comprehensiveness of their oral presentations and their written hearing briefs.



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Richard John Miller

Dated January 4, 2011, at Maple Grove, Minnesota.