

bargaining unit, with five working full-time and one working half-time.

This is the first collective bargaining agreement between the County and the Union (hereinafter referred to as the "Parties"). The Parties entered into negotiations for their first collective bargaining agreement. The Parties were unable to during bargaining and mediation to resolve all of their outstanding issues. As a result, on April 16, 2012, the Bureau of Mediation Services ("BMS") received a written request from the Employer to submit the unresolved issues to conventional interest arbitration. On April 18, 2012, the BMS determined that the following items were certified for arbitration pursuant to Minn. Stat. § 179A.16, subd. 2 and Minn. Rule 5510.2930:

1. Duration - One, two or three year contract - Article 23
2. Wages - Wage rate for 2012, if any - Article 22
3. Wages - Wage rate for 2013, if any - Article 22
4. Wages - Wage rate for 2014, if any - Article 22

Prior to the start of the hearing, the Parties resolved Issue One - Duration by agreeing upon a two-year agreement with a duration of January 1, 2012, through December 31, 2013. As a result of this two-year duration, Issue Four - "Wages - Wage rate for 2014, if any - Article 22" is moot. Thus, the wage rate for 2012 and 2013 are the two remaining unresolved issues.

The Arbitrator, Richard John Miller, was selected by the Parties from a panel submitted by the BMS. A hearing in the

matter convened on August 20, 2012, at 10:00 a.m. in the third floor conference room in the Historic Courthouse, 204 Fifth Street, Mankato, Minnesota. The Parties were afforded full and ample opportunity to present evidence and arguments in support of their respective positions.

The Parties' representatives elected to file electronically post hearing briefs, with an agreed-upon postmark date of no later than September 5, 2012. The post hearing briefs were submitted in accordance with those timelines. The Arbitrator then exchanged the briefs electronically to the Parties' representatives on the same day, after which the record was considered closed.

**ISSUES TWO AND THREE: WAGES - WAGE RATE FOR 2012
AND 2013, IF ANY - ARTICLE 22**

UNION POSITION

The Union's certified position for 2012 to BMS was that members of the bargaining unit receive a general pay increase, effective January 1, 2012, which establishes their wages at the average of the comparable wage for Assistant County Attorneys, with given years of service and experience, within an appropriate comparison group accounting for county population, location and caseload within the County Attorney's Office.

The Union's certified position for 2013 to BMS was that the Arbitrator award a general pay increase that maintains or

achieves wage rates for the members of the bargaining unit at an average for their comparison group, in addition to a cost of living increase effective January 1, 2013.

The Union narrowed their proposal, at the arbitration hearing, to specifically move the Assistant County Attorneys to another higher pay grade/band on the County's salary schedule; from C52 to D63 and use years of service to determine which step of grade D63 each Attorney should be paid. This was the original proposal of the County Attorney to the County Board before the Assistant County Attorneys organized and began bargaining their wages with the Employer. But because the County objects, and perhaps the Arbitrator will determine that he should not actually dictate which "pay grade" the Assistant County Attorneys should be on (D63 vs. C52), the Union is clarifying its salary request so that the proposal is to have the Arbitrator establish the pay of each Assistant County Attorney at a certain pay rate -- which as it happens -- would be the equivalent rate of pay on grade/band D63. The Union's clarified position is that,

a) effective January 1, 2012, all Assistant County Attorneys should be moved to a pay rate that is equal to the average of the comparable counties that are either regional centers or outer ring metro counties, or, effective January 1, 2012, Assistant County Attorneys Chris Rovney, Mike Hanson and Susan Devos, who are currently at top step of C52 should be paid the hourly pay rate of \$46.63. Assistant County Attorney Emmy Buboltz should move from her current rate of pay to the hourly rate of \$45.27.

Assistant County Attorney Steve Kelm, currently at Step 8 of C52, should have his hourly rate increased to \$43.94. Assistant County Attorney Casey Hardy, at Step 6 of C52, should be paid an hourly rate of \$41.42; and,

b) while "step movement" is not before the Arbitrator the Union wants to be clear that Assistant County Attorneys should continue to move one step annually on their anniversary dates if they are not at top pay; and,

c) for 2013, the Union's position is, effective January 1, 2013, if the 2012 pay adjustment for the Assistant County Attorneys substantially achieves the average pay of their appropriate comparables or peers, then all the Assistant County Attorneys should receive a COLA same as other County employees. If the Arbitrator chooses to implement the substantial pay increase to "peer average" over a two year time period, then meeting the average of the comparables on January 1, 2013, is acceptable as an alternative.

COUNTY POSITION

The County proposes for 2012 a one percent (1%) wage increase effective January 1, 2012, and an additional one percent (1%) effective July 1, 2012. The County proposes for 2013 a one and one-half percent (1.5%) wage increase effective January 1, 2013, and an additional one percent (1%) effective July 1, 2013. Wage increases are to the existing pay scale for Assistant County Attorneys. Proposed language is as follows:

22.1 Employees will be compensated as outlined in Appendix A. In the event that there is a rounding difference between the attached wage schedule and payroll, payroll shall govern. Appendix A identifies the following increases:

2012: one percent (1%) January 1
 one percent (1%) July 1

2013: one and one half percent (1.5%) January 1
 one percent (1%) July 1

AWARD

The County's wage position for 2012 and 2013 is awarded.

RATIONALE

The Union's position effectively grants wage increases for Assistant County Attorneys Chris Rovney, Mike Hanson, and Susan Devos, who are currently at the top step of C52 of the County's pay plan (\$35.89 per hour - \$74,651 yearly), at the hourly pay rate of \$46.63 (\$96,990 yearly) which is an increase of approximately thirty percent (30%). Assistant County Attorney Emmy Buboltz should move from her current rate of pay at Step 9 of C52 (\$34.83 per hour - \$72,446 yearly) to the hourly rate of \$45.27 (\$94,161 yearly) which is an increase of approximately thirty percent (30%). Assistant County Attorney Steve Kelm, currently at Step 8 of C52, should have his hourly rate increased from \$33.15 (\$68,952 yearly) to \$43.94 (\$91,395 yearly) which is an increase of approximately 32.54%. Assistant County Attorney Casey Hardy, at Step 6 of C52 (\$31.29 per hour - \$65,083 yearly), should be paid an hourly rate of \$41.42 (\$86,154 yearly) which is an increase of approximately 32.37%.

The State of Minnesota recognizes that vital services are provided to the public by certain types of government employees; therefore, Minnesota law prohibits them from striking. Employees prohibited from striking are deemed "essential" and

this group includes Assistant County Attorneys. The legislature stated, "unresolved disputes between the public employer and its employees are injurious to the public as well as to the parties. Adequate means must be established for minimizing them and for providing for their resolution." Minn. Stat. § 179A.01 (2011). The adequate means chosen by the legislature as a replacement for a strike is the process of binding interest arbitration. Some argue that interest arbitrators should attempt to fashion awards in the form that the parties themselves would have eventually negotiated. Others argue that the role of an interest arbitrator is to fashion awards as the parties themselves would have negotiated to end a strike.

Both arguments have some merit in this case because it is clear from the Employer's position and arguments that the Union's salary demands, which are thirty percent or greater at the top step, would have never been agreed to by the County if negotiations continued to the end or at the end of a strike had Assistant County Attorneys been given that right. Moreover, there was no evidence introduced at the hearing that any employee group in the State of Minnesota has ever received a salary increase of 30% or more from any employer through negotiations or by any interest arbitrator.

Such an award would also not be expected from an interest arbitrator for the first collective bargaining agreement between

the parties which is the case here. The adage "Rome was not built in one year" applies in this case. A party should not expect to receive everything they desire in an employment relationship during their first year of existence since bargaining demands and ultimate achievements are attained through many years of collective bargaining between the parties. Collective bargaining is an evolving and continuing process predicated on compromise being reached between the parties over unresolved issues. In other words, the Parties in this case must first give collective bargaining a chance over time to resolve undisputed issues, and if they are unsuccessful, an interest arbitrator would have justification to intervene and make the necessary adjustments.

The Union argues that there is justification for the Arbitrator to intervene now because the provisions of Minn. Stat. § 388.18 (related to the standards that a district court must apply in a salary appeal by the county attorney) should apply in an interest arbitration. Minn. Stat. § 388.18, Subd. 6 states that "[t]he county attorney, if dissatisfied with the action of the county board in setting the amount of the county attorney's salary or the amount of the budget for the office of county attorney, may appeal to the district court on the grounds that the determination of the county board in setting such salary or budget was arbitrary, capricious, oppressive, or in

unreasonable disregard for the responsibilities and duties of said office, and the county attorney's experience, qualifications, and performance."

The statutory process for a salary appeal is much different than interest arbitration. The focus on a statutory budget appeal is the record of the county board's action and whether it establishes (or failing to establish) that the county board considered the statutory factors in Minn. Stat. § 388.18, Subd. 6 in setting and maintaining salaries for County employed attorneys. Amdahl v. County of Fillmore, 258 N.W.2d 869 (Minn. 1977); Stensland v. County of Faribault, 365 N.W.2d 224 (Minn. 1985).

In a more recent case, the Minnesota Court of Appeals In the Matter of the Appeal of the Crow Wing County Attorney on his 1993 Office Budget, as the said Budget relates to the Compensation of Assistant County Attorneys, 552 N.W.2d 278, (Minn. App. 1996) dealt with the legal issue whether Minn. Stat. § 388.18, Subd. 6 conflicts with Minn. Stat. § 179A.07, Subd. 4, part of the Public Employment Labor Relations Act ("PELRA") governing this interest arbitration. The Appeals Court reasoned "that the legislature meant for these two provisions -- Minn. Stat. § 388.18 and PELRA -- to co-exist, rather than for the latter provision to supersede the other by implication." The Appeals Court concluded:

Reading Minn. Stat. § 388.18 and PELRA together, we believe that the legislature intended a two-tier system to determine salaries for the staff of the county attorney's office. Practically, this means that the employees get "two times at bat" with regard to their salary negotiations, one with the union and county board and the other with the county attorney and district court.

Crow Wing County Attorney, 552 N.W.2d 278, 280 (Minn. App.

1996). While this statutory process under Minn. Stat. § 388.18 may affect salaries, it does not supersede the procedures under PELRA. In fact, the Minnesota Court of Appeals in the Crow Wing County case noted that this statutory salary appeal is a different "tier" in a "two-tier system" to determine salaries for the staff of the county attorney's office with the PELRA process being one of the tiers. In other words, the statutory standard applies only to district courts that review a budget appeal. It is not the standard that applies to arbitration under PELRA and LGPEA (Local Government Pay Equity Act).

Consideration of the statutory factors in the budget appeal process under Minn. Stat. § 388.18 for Assistant County Attorneys is outside of the Arbitrator's authority in this interest case. The Assistant County Attorneys can get "two times at bat" as they have the statutory right in district court to have their appeal heard and considered by a judge using the statutory factors mandated by Minn. Stat. § 388.18 and relevant court decisions if they are displeased by the results of this PELRA interest arbitration proceeding.

The standards to be applied in this case under PELRA and LGPEA are those found in Minn. Stat. § 471.992, Subd. 2:

In interest arbitration for a balanced class, the arbitrator may consider the standards established under this section [471.992] and the results of, and any employee objections to, a job evaluation study, but shall also consider similar or like classifications in other political subdivisions.

These standards apply in the instant case because the Assistant County Attorneys are a balanced classification with three males and three females.

In addition to equitable compensation relationships in Minn. Stat. § 471.992, Subd. 2, the standards referred to requires the Arbitrator to consider the extent to which:

Subd. 1

- (1) compensation for positions in the classified civil service, unclassified civil service, and management bear reasonable relationship to one another;
- (2) compensation for positions bear reasonable relationship to similar positions outside of that particular political subdivision's employment; and
- (3) compensation for positions within the employer's work force bear reasonable relationship among related job classes and among various levels within the same occupational group.

Subd. 2 **Reasonable relationship defined.** For purposes of subdivision 1, compensation for positions bear "reasonable relationship" to one another if:

- (1) the compensation for positions which require comparable skill, effort, responsibility, working conditions, and other relevant work-related criteria is comparable; and

- (2) the compensation for positions which require differing skill, effort, responsibility, working conditions, and other relevant work-related criteria is proportional to the skill, effort, responsibility, working conditions, and other relevant work-related criteria required.

Minn. Stat. § 471.993.

Accordingly, in order to meet his statutory mandate, the Arbitrator will focus on the four primary areas that typically are considered in making a wage award in an interest arbitration case under PELRA: 1) economic considerations; 2) internal wage comparisons; 3) external wage comparisons; and 4) adjustments in the cost-of-living ("CPI") and other relevant considerations.

As to "economic considerations," PELRA requires arbitrators in interest cases to consider the "obligations of public employers to efficiently manage and conduct their operations within the legal limitations surrounding the financing of these operations." Minn. Stat. § 179A.16, Subd. 7.

The evidence clearly establishes that in spite of the poor economy affecting our nation and the State of Minnesota, Blue Earth County has survived and has even thrived. There is no indication of a recession in the County and its region. The County, and the County seat, the City of Mankato, are booming.

According to the U.S. Census Bureau, the City of Mankato's population grew 21.2% between 2000 and 2010, and the County's population grew 14.4% in the same ten years. The community

had a 123% increase in taxable retail/service sales from 1999 to 2009, nearly triple the next highest rate of 42% for the City of St. Cloud. The Greater Mankato Chamber of Commerce has documented over \$226 million in new business development or building projects in 2010, 2011, and those being completed in 2012.

The County's Financial Report indicates that during 2011 the valuation of commercial and industrial permits increased 50.1%, and more building is planned with a new Walmart refrigerated food distribution center valued at \$60-100 million dollars to be built or underway, and many more retail and service shops, and multi-million dollar expansions of the area's healthcare facilities. This all translates into a growing and prosperous tax base for the County.

The Greater Mankato region has enjoyed 22 months of consecutive job growth over the course of 2011 and 2012. Mankato's June 2012 unemployment rate is 4.4% compared to 5.6% for Minnesota as a whole, and 8.2% for the nation. The housing market is turning around as well. Minnesota cities, like the City of Mankato, that are regional centers are doing better than rural areas and better than the major city centers.

Agriculture is the corner stone of the region's economic well-being and that sector continues to do well without little or no affect by lack of precipitation. This bodes well for the

County and its farmers as commodity prices that were already high are going higher.

The cost of the Union's wage proposal for the six Assistant County Attorneys is approximately \$121,077 (without roll-up costs or any general or cost-of-living wage increases). The financial condition of the County can be summarized as follows:

- At year end (December 31, 2011), the County had 45% of its General Fund Operating Expenses in an "unassigned General Fund balance" which is well within the State Auditor's recommendation of a fund balance between 35 to 50 percent of fund operating revenues.
- The assets of the County exceeded its liabilities at the close of the most recent fiscal year by \$320.7 million (net assets). Of this amount, \$75 million (unrestricted net assets) may be used to meet the government's on-going obligations to citizens and creditors.
- The County's total net assets increased by \$16.9 million (5.6%) in comparison with the prior year.
- As of December 31, 2011, the County governmental funds reported combined ending fund balances of \$86.7 million, an increase of \$3.9 million over 2010. Nonspendable and restricted fund balance were \$20.6 million of fund balance or 23.8%. These fund balances are not available for appropriation because of constraints placed on the use of these funds. The remaining fund balances of \$66.1 million or 76.2% are unrestricted and classified as either committed or assigned or unassigned.
- At the end of the current fiscal year, the General Fund reported a total fund balance of \$29.5 million, an increase of \$6.7 million or 29.4% over the previous year.
- The County's total bonded debt decreased \$1.1 million during the year.

- The County reports that it indeed had increasing revenues in 2011. The 2011 Financial Report says the \$5.1 million dollar increase in revenues was attributable to a) an additional \$2.3 million in program revenues, and b) an additional \$2.8 million in additional "general revenue" including an additional \$1 million in property taxes collected, and c) an additional \$2 million in investment revenue.
- The General Fund of a County is always a bellweather of financial health. The County's General fund balance, at year end 2011, increased by \$6.7 million to \$29.5 million. General Fund revenues exceeded expenditures by \$8.5 million.
- In 2011, the County had an "unassigned general fund balance" (monies available to help cash flow the operations and to pay unexpected expenses like pay increases ordered by arbitrators) of \$12.1 million or 142% of expenditures. In the prior year, 2010, this unassigned fund balance was only \$5.4 million.
- The County has budgeted an additional 2.65% in pay increases for the County Attorney's Office in 2012 and 3% for pay increases in 2013. The County has been routinely giving annual step increases to all of its employees and did not halt this practice during uncertain economic times like those experienced by many other Minnesota cities and counties. In fact, in 2010 and 2012, and again in 2013, many Blue Earth County employees will receive two or three pay increases a year; receiving a pay increase on January 1, and July 1, as well as a step increase on the County's pay schedule on their anniversary date in each of those years.

Clearly, the above financial information establishes that the County has substantial assets with which it can pay the salaries proposed by the Union for Assistant County Attorneys. Thus, the lingering issue is whether these proposed increases are justified by the other factors usually considered in interest arbitration.

The second factor for consideration by an interest arbitrator is internal comparability. The County has seven unionized bargaining units, including the Assistant County Attorneys bargaining unit represented by AFSCME Council 65. The other six bargaining units include Human Services and Courthouse represented by AFSCME Council 65, Probation Officers and Non-Licensed Essential Dispatch represented by Teamsters Local 320, Deputy Sheriffs represented by LELS, and Highway represented by IUOE Local 49. The Highway and Non-Licensed Essential Dispatch have two-year agreements for calendar years 2011-2012. The other four bargaining units have two-year agreements for calendar years 2012-2013. The County also employs non-union employees.

The record indicates that non-union employees, including department heads and all of the six other bargaining units at the County are voluntarily settled for 2012. They are all receiving the same cost-of-living wage increases proposed by the Employer for the Assistant County Attorneys (one percent (1%) wage increase effective January 1, 2012, and an additional one percent (1%) effective July 1, 2012). There are four groups settled for 2013 (Human Services, Courthouse, Probation Officers, and Deputy Sheriffs). These groups have 2013 settlements that mirror the County's wage proposal for Assistant County Attorneys (one and one-half percent (1.5%)

wage increase effective January 1, 2013, and an additional one percent (1%) effective July 1, 2013).

It is noteworthy that there is a long-standing bargaining history between union and non-union employees that has been consistent for many years. Since 1994, the County has had seven units negotiating over 19 years (ending 2012) which has resulted in the County resolving general wage increases 133 times. Since 1994 the County has negotiated (or accepted arbitration awards) uniform general wages among all of its bargaining unit employees and non-union employees. The only deviation from the internal pattern occurred once -- in 2010 -- when the Deputy Sheriffs accepted a lesser amount than the pattern settlement. Given the long-standing history of consistent settlements (and arbitrated results), there is no reason to believe that the 2013 wage increases for the unsettled bargaining units and non-union employees will depart from this overwhelming historical pattern. Consequently, internal equity overwhelmingly supports the Employer's wage position.

The County's final position would also keep the Assistant County Attorneys at their exact position within the County's pay plan for classifications having 5,000 points. The County's final position would keep these individuals at the same level as the MIS/Support Services Supervisor, Jail Administrator, Human Services Supervisors, and Captain. In

contrast, the Union's final position of a wage increase of approximately 30% at the top rate does not have any relation to internal equity under the County's pay plan. To the contrary, the Union's proposed increase would elevate the Assistant County Attorneys past every other classification with the same number of job points (5,000) and move them into a relative position of seventh in compensation throughout the entire County. Such an increase would elevate this group past nine other classifications with greater points (including seven positions that have 6,333 job points or 1,333 more than the Assistant County Attorneys). It would leave these Assistant County Attorneys only one position below their supervisors - the two County Attorney Division Chiefs. Only seven individuals the County Administrator, Public Works Director, Human Services Director, Finance Director, Director of Taxpayer Services, and the two other County Attorney Division Chiefs -- would be paid higher than the Assistant County Attorneys. Once again, internal equity supports the Employer's wage position.

The third factor for consideration is external comparability. The Parties are at vast odds over the appropriate comparability group or groups. The Employer notes that the external comparability group for County employees since 1983 has been the following counties from Region 9: Brown, Faribault, LeSueur, Martin, Nicollet, Sibley, Waseca, and

Watonwan, in addition to the City of Mankato. The Union, on the other hand, claims that the appropriate comparability group or groups are Regional Centers, including Beltrami, Clay, Crow Wing, Itasca, Olmsted, Ottertail, and Stearns County. The other Union proposed comparability group consists of counties near or within the metropolitan Twin Cities ("Outer Ring"), including Carver, Goodhue, Isanti, Scott, Sherburne, Rice, and Wright.

Since this is the first collective bargaining agreement between the Parties, it is best for the Parties to develop their own set of comparables during successor bargaining. An interest arbitrator should not impose his or her will on the parties in developing a long-lasting comparability group until the parties have been given adequate time during bargaining to accomplish this on their own. Negotiations leading to the Parties' first collective bargaining agreement is simply not enough time to explore and agree-upon a mutual set of comparables. Most certainly, if the Parties are unable to reach agreement on a mutual set of comparables, an arbitrator or maybe even a district court judge (under the statutory factors in the budget appeal process under Minn. Stat. § 388.18 for Assistant County Attorneys) will unilaterally establish the comparables for the Parties. Until that time, the Parties should let the collective bargaining process mature toward reaching an agreement on a set of comparables which leaves the Arbitrator with using the Region

9 comparability group for County employees that has existed since 1983.

Consideration of the traditional external comparables in Region 9 strongly favors the County's final wage position. Application of this external market group establishes that the Assistant County Attorneys fall within the pay range of their Assistant County Attorney/Assistant City Attorney counterparts in Region 9. The County obtained external salaries by surveying the Region 9 external market comparables. (Employer Attachment 36). This survey utilizes pay ranges except in the two instances in which the comparable counties -- Faribault and Martin -- do not utilize ranges. In the case of Faribault County, it utilizes a single hourly rate for assistant county attorneys. In the case of Martin County, it does not utilize ranges but has actual pay rates for the two assistant county attorneys. Accordingly, the actual rates are utilized in both counties.

This exhibit establishes that Blue Earth's proposed wage increase in January of 2012 will place the Assistant County Attorneys at 114% of the average start rate. It will place them at 113% of the top salary range. Application of the additional one percent (1%) in July of 2012 will extend this advantage over the external market by that amount to a start rate that is 115% of the average and a top rate that is 114%. In each instance,

the external market comparables establishes that the County's proposed final position will compensate these individuals at a level well beyond this external market.

It is also noteworthy that Rice County is very comparable to Blue Earth County in population. Rice County had a 2010 population of 64,409 compared to Blue Earth's population of 64,384. According to the Union, a Rice County Assistant County Attorney with 10 years of experience makes \$70,242 annually. The County's final wage position would pay its Assistant County Attorneys \$74,651 (January) or \$75,400 (July). Thus, comparing the closest sized and geographically located comparable strongly supports the County's final wage position.

While there is limited wage settlement data for 2013, it would be reasonable to expect that the Assistant County Attorneys would remain at or near the same percentage averages above the start and top wage rates given the fact that they are to receive a wage increase for 2013 of one and one-half percent (1.5%) effective January 1, 2013, and an additional one percent (1%) effective July 1, 2013. This wage increase is substantial based upon settlement trends in the past for counties whether arbitrated or negotiated between the parties.

The fourth consideration in an interest arbitration case is the CPI and other relevant considerations. The County Assistant Attorneys have been able to maintain their purchasing power (12%

increase) as compared to the CPI (11%) in the past five years even when insurance amounts (included in the CPI but treated as a separate economic item in collective bargaining agreements) are ignored. Utilization of split wage increases in January and July improves the employee's purchasing power from year to year as the "tail" associated with the greater increase carries over into future years. The CPI and compensation history supports the County's final wage position.

Even considered in isolation, the CPI supports the County's final wage position for 2012. As noted in the most recent CPI report, the annualized rate is 2.3% but significantly declining. The County's final wage position is one percent (1%) effective January 1, 2012, and an additional one percent (1%) effective July 1, 2012. This wage increase will allow these employees to retain purchasing power even in the short term.

For 2013, the County's final wage position increases the salary range by one and one-half percent (1.5%) effective January 1, 2013, and an additional one percent (1%) effective July 1, 2013. Given the slowing economy as evidenced by the significantly lower May, June and July CPI numbers than in January through April, the County's final wage position for 2013 will most likely maintain or exceed any CPI increases. Clearly, the Union's proposed wage increase of approximately 30% at the top rate simply does not bear any relationship to purchasing

power. For this reason the County's final wage position for both 2012 and 2013 are both consistent with purchasing power.

A relevant consideration is supply and demand of Assistant County Attorneys. There is no evidence that any Assistant County Attorney has left employment with the County in order to accept better employment elsewhere in the local market or even statewide. In fact, the current job market for new law school graduates is bleak in our depressed economy which bodes well for recruitment and retention of current Assistant County Attorneys.

The Union argues that the Arbitrator should consider the outstanding debt incurred by the Assistant County Attorneys in earning their law degree as justification for their wage proposal. Unfortunately, debt for most law students "comes with the territory" of earning a law degree unless they have willing relatives or friends to assist them in the extreme cost. There is no arbitral precedent that bases a salary increase on the amount of student debt owed by an attorney earning his or her law degree. If anything, an Assistant County Attorney with law school debt has a better opportunity to payoff that debt by receiving a higher wage than the majority of other County employees who also have student debt to payoff but are classified in a lower paying County job. In any event, unlike the "good old days," the cost of a law school degree is enormous without a guaranteed job once one graduates.

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

Richard John Miller

Dated September 24, 2012, at Maple Grove, Minnesota.