

OPINION AND AWARD

OF

DAVID S. PAULL

In the Matter of the Interest Arbitration Between

Winona County, Minnesota

AND

**American Federation of State, County & Municipal
employees, Greater Minnesota Council 65 (Winona
Assistant County Attorneys)**

(Interest Dispute 2011, 2012 and 2013)

BMS Case No. 12 - PN - 0878

Date Issued: July 9, 2013

Appearances

On behalf of AFSCME Council 65 - Winona Assistant County Attorneys (Union)

Justin Wesley, Esq.	Assistant Winona County Attorney
Kevin O'Laughlin Esq.	Assistant Winona County Attorney
Dean Tharp	Organizing Director

On behalf of Winona County (County or Employer)

Duane Hebert	County Administrator
Maureen Holte	Personnel Director
Gregory J. Griffiths	Employer's Attorney

Statement of Jurisdiction

The Union is the exclusive bargaining representative for the purpose of negotiating the terms and conditions of employment in a bargaining unit comprised of all “Assistant County Attorneys employed by the County of Winona, Winona, Minnesota, who are public employees within the meaning of Minnesota law, *M.S. Chapter 179A, Section 179A.03, Subd. 14,*” excluding the elected county attorney as well as all other supervisory and confidential employees.

The parties are signatory to a collective bargaining agreement effective for the period beginning January 1, 2008 and ending December 31, 2010 (CBA). The CBA remains in full force and effect from year to year thereafter unless either party gives notice of the intent to modify no later than 120 calendar days prior to the expiration date. As of the date of the hearing, the parties considered the CBA to remain in full force and effect. There are approximately 7 employees currently covered by the CBA.

Negotiations for a successor collective bargaining agreement were conducted, but the parties were unable to resolve all outstanding issues. On September 6, 2012, the Minnesota Bureau of Mediation Services (BMS) received a written request from the Union to submit the unresolved issues to conventional interest arbitration. On September 7, 2012, the BMS certified the following issues for conventional interest arbitration pursuant to *M.S. 179A.16, subd. 2* and *Minn. Rule 5510.2930*.

1. Wages - What amount, if any, should a general pay increase be for year 2011? –
Wage Appendix
2. Wages – What amount, if any, should a general pay increase be for year 2012? –
Wage Appendix
3. Wages – What amount, if any, should a general pay increase be for year 2013? –
Wage Appendix
4. Wage Steps – What additional wage steps, if any, should be placed in the Wage
Appendix for year 2011?
5. Wage Steps – What additional wage steps, if any, should be placed in the Wage
Appendix for year 2012?
6. Wage Steps – What additional wage steps, if any, should be placed in the Wage
Appendix for year 2013?
7. Health Insurance – For year 2012, what amount shall the County contribute to the
bargaining unit group health plan monthly for single coverage? – Article 13
8. Health Insurance – For year 2013, what amount shall the County contribute to the
bargaining unit group health plan monthly for single coverage? – Article 13
9. Representation at Disciplinary Meetings/ Representational Procedures – For all
years of the agreement, what should be the procedures for representation of
bargaining unit members at disciplinary meetings? [NEW]
10. Employer Provided Legal Counsel – Should legal counsel be provided to
bargaining unit members at County expense, and if so, what should be the
procedure? [NEW]

The arbitrator was selected from a panel provided by the BMS. A hearing was conducted on Wednesday, May 29, 2013, in Winona, Minnesota, at the Winona County Government Center. The parties were provided with an opportunity to present evidence in support of their respective positions. The parties also agreed to submit post-hearing briefs postmarked Friday, June 14, 2013. The briefs were postmarked in a timely manner and the last brief was received on June 17, 2013.

Thereafter, the record was closed and the matter was deemed submitted.

Preliminary Matters

Employment Environment

The 2010 census establishes that the population of the County is approximately 51,461. The County encompasses a total of approximately 642 square miles. The City of Winona, the county seat, is approximately 120 miles southeast of the state capitol.

In addition to the unit of approximately 7 assistant county attorneys, the County maintains collective bargaining relationships in 6 other union bargaining units, including Sheriff's Department employees represented by Law Enforcement Labor Services (LELS), a maintenance unit represented by the International Union of Operating Engineers Local No. 49, a professional unit represented by the Winona County Department Heads Association, a unit of supervisors represented by the Winona County Supervisors Unit, a unit of court house employees represented by AFSCME Council No. 65 and a unit of human service employees represented by the Winona County Human Services Association.

General Standards

Generally, awards in interest arbitration disputes depend on the analysis of several factors, including internal comparisons, the employer's ability to pay, external market comparisons and cost of living. Where applicable, it is proper to consider the amount of turnover in the bargaining unit or the degree to which employees have been retained. The law further provides that any award consider the provisions of the Local Government Pay Equity Act, *Minn. Stat. Sec. 471.991 et. seq.* (Pay Equity Act). However, an interest arbitration award may not be based solely on pay equity considerations.

As the Union suggests, it appears that, because this bargaining unit consists solely of Minnesota assistant county attorneys, “the responsibilities and duties of their office, their experience, qualifications, and performance” must be considered in the determination of setting salaries. *See, In re Crow Wing County Attorney*, 552 NW 278 (Minn. App. 1996).

Issues 1, 2 and 3

Wages for 2011, 2012 and 2013

Wage Appendix

Union Proposal

For 2011, the Union proposes that wages be increased to the higher of (1) a minimum of \$6757.18 per month and a maximum of \$8811.49, or (2) the average salary paid by the appropriate set of comparison counties.

For 2012, the Union proposes that wages be increased to the higher of (1) a minimum of \$6757.18 per month and a maximum of \$8811.49, or (2) the average salary paid by the appropriate set of comparison counties.

For 2013, the Union proposes that wages be increased by 4% of the wage level set for 2012.

County Proposal

The County proposes a 0% wage increase for 2011. For 2012, the County proposes a 1% increase for the period beginning January 1, 2012, and ending June 30, 2012, an additional 1% for the period beginning July 1, 2012, and ending December 31, 2012. For 2013, the County proposes an additional 1% increases on January 1, July 1 and October 1, 2013.

Award

The County's proposal is awarded.

Analysis

General Positions of the Parties

The County's position on wages is based on a series of factors that it seeks to apply not only to wage issues, but to the health insurance dispute as well. Generally, the County argues that its proposal should be awarded due to the challenges resulting from the state of the economy and the resulting financial adjustments that have been necessitated. Both the internal and external comparables favor its position, the County argues. The costs of health care are cited in additional support of its proposals. These factors, the County suggests, "calls for the rejection of the wage and health insurance requests made by the Union."

The Union takes the position that its proposal is justified because the annual top salary for assistant county prosecutors in pertinent counties in 2013 is above that paid to the bargaining unit. The Union also contends that the amount of student loans owed by the bargaining unit members should be considered.

Ability to Pay

The County does not contend that it lacks the ability to pay for the Union's proposals. However, it did provide economic data that indicates that it is facing financial challenges that are relevant to the award.

The County submitted evidence indicating that revenue reductions and increased costs in all the years under consideration have resulted in an impact of more than three

millions dollars. The County suggests that, in all disputed years, a structural deficit in excess of \$2 million dollars exists and that “this is not a short term problem . . . the County’s fixed expenses were outpacing its revenues dramatically.”

The County maintains that raising taxes was not a viable option for its residents because between 2000 and 2009, property taxes increased by 86%. To avoid increasing “the financial difficulties of the taxpayers,” the County argues, it made a considered decision to meet the financial economic challenges not by increasing taxes, but by reducing expenses. A plan was adopted which minimized layoffs, but reduced costs by consolidating government services, reducing managers through attrition, revising financial policies to lower the interests rates, and modifying the required employee health contributions.

The County supplied evidence suggesting that the increases in health care costs averaged 13.27% per year. This factor, it suggests, must influence any decision relating to wage increases. To reduce health costs, the County agreed with employees to increase their contribution by an additional 5% in 2012 and 15% in 2013. In exchange, the County states, it agreed to not seek further increases in dependent health insurance costs.

The Union counters by suggesting that the state and regional economy, including the County, is improving steadily. Evidence was provided to establish that housing sales are up, as are state tax revenue, state job openings and corporate earnings. The County’s unemployment rate continues to be below state and national averages, the Union notes, and that the County contains a number of “robust manufacturing and technology” companies which demand “employees with a high level of education in engineering, chemistry, and other professional skills.” The County’s revenue base is “sound,” the

Union argues. The County has created its own “structural deficit,” the Union maintains, by decreasing its annual levy in substantial amounts. Since 2011, the Union points out, the County has decreased its annual levy by 11.67%.

Internal Comparables

As of the date of the hearing, with the exception of the Assistant County Attorneys unit, all of the County’s bargaining units had agreed to successor collective bargaining contracts. The Human Services employees reached agreement on March 8, 2011. The Department Heads agreed on April 12, 2011. The AFSCME Courthouse group and the Operators Maintenance unit entered into new agreements on November 10 and November 28, 2011, respectively. LELS followed on January 24, 2012, and negotiations were successfully concluded with the Supervisors unit on April 10, 2012.

None of these collective bargaining agreements featured a wage increase for 2011. All collective bargaining agreements called for wages increases of 1% on January 12, 2012, and an additional 1% on July 1, 2012. All of these agreements containing provisions raised wages by an additional 1% on January 1, 2013, as well as 1% increases beginning July 1, 2013, as well as a 1% increase on October 1, 2013.

No new steps were added to any of the pay scales.

The Union accurately cites to the *Crow Wing County* case in support of the proposition that the “responsibilities and duties” of the office of assistant county attorney, as well as the “experience, qualifications, and performance,” must be considered. *LELS and City of Willmar*, BMS Case No. 1 12-PN-0441 (Latimer, 2012) is also cited by the Union. This case explains that in an interest arbitration, facts may exist that might exist

to support the conclusion that internal comparisons should not “dominate all other tests.” The case further notes that “Employees are in different bargaining units for legitimate reasons . . . employees perform different functions, with different responsibilities under different conditions, requiring different training.”

In this case, the Union presented clear and convincing evidence that the assistant county prosecutors differ from members of other bargaining units because they act on behalf of the people in literally thousands of felony, misdemeanor and juvenile criminal cases each year, as well as a variety of civil matters such as cases which concern the protection of children, guardianships and land use matters. Their workload, hours, stress, safety and the impact of their efforts indicate that special treatment must be considered for this bargaining unit. Their response to the challenges of the job, as well as their dedication and professionalism, was as palpable as it was undisputed.

The County counters with an equally persuasive contention, by pointing out that the decrease in staffing levels have increased workloads for all of its employees, calling for more demanding efforts by every job classification. The county attorney unit is not the only group that faces security risks, the County points out. These risks, the County maintains, are also shared by those employees working in the courthouse and the sheriff's office.

In this case, the internal comparison evidence is the most persuasive on the subject of wage increases. It is generally established that internal comparables is generally regarded as “the principal, but not exclusive, factor relied upon by most Minnesota interest arbitrators in deciding issues of wages, benefits and other terms and conditions of employment .” *Wright County Deputies Association and Wright County,*

BMS Case No. 12-PN-0968 (Befort, 2013); *Law Enforcement Labor Services Inc., and McLeod County*, BMS Case No. 03-PN-613 (Kircher, 2003). In this case, the County reached wage agreements with all of the other bargaining units in the same percentages as the wage increases it proposes here.

As it applies to this factor, this internal comparison evidence is the most convincing. The external evidence is not as persuasive. The figures provided by the County were not limited to county attorneys only, but included all of the employees of the respective counties surveyed. The figures provided by the Union were influenced, to a significant extent, by the pay equity report.

External Comparables

The parties are agreed that the following counties are comparable in terms of wages and working conditions: Clay, Chisago, Goodhue, Crow Wing, Blue Earth Itasca, Kandiyohi, Otter Tail and Rice.

Of the seven lawyers on the staff as of 2010, 3 were designated as Attorney II, 2 have reached Attorney III and 2 are designated as Attorney I. This distribution remains consistent through 2012. In 2013, an additional lawyer achieves the Attorney III level. For 2010, the average annual top salary for assistant county attorneys in the comparable counties was \$90,575.

Neither party provided comparable data showing what wages changes specifically occurred in the agreed comparable market for the classification of assistant county

attorney. The County provided a summary showing negotiated changes in wage rates for all employees in the mutually selected counties:

Clay:	2011 0%	2012 0%	2013 2%
Chisago:	2011 2%	2012 2%	
Goodhue:	2011 3%	2012 0%	2013 .75% on 1/1 and .75 on 3/1
Crow Wing:	2011 2%		
Blue Earth:	2011 0%	2012 1% on 1/1 and 1% on 7/1	
Itasca:	2011 0%	2012 2%	2013 3%
Kandiyohi	2011 0%	2012 2%	2013 1%
Otter Tail:	2011 1%	2012 1%	2013 1%
Rice:	2011 0%		

The Union supported its wage position for 2011 and 2012 by referring to the wage data contained in the Pay Equity Compliance Report submitted by the County in February of 2013. The report shows that the average top pay for an assistant county attorney in the pertinent comparable counties is \$97,441.

For 2013, the Union submits figures which are the actual 2013 top wage amounts agreed to in the comparable counties for county attorney units. For these counties in 2013, the average top wage is \$97,441. A Union exhibit shows that, assuming the County's final position was applied to present top salary levels, the top wage in 2013 for an assistant Winona county attorney will be \$95,241, approximately 2% below what the Union contends is the average top county attorney wage for 2013.

The award is further supported by the turnover data supplied by the County. The evidence is that the County has experienced very little turnover, a factor which indicates that wages are generally competitive.

The Pay Equity Report submitted by the Union provides interesting opportunities for comparison on several levels. However, because there is no suggestion that the County is not in compliance with the Pay Equity Act, its use is somewhat limited. The information contained in the report is based not on wages alone, but on wage data supplemented by benefit values. In the context of the County's compliance, this circumstance reduces the probity of the report.

Neither party relied on cost of living in support of its proposal. There are cases in which external market considerations should control over internal factors. *See, Human Services Supervisors Association and County of Dakota, BMS Case No. 97-PN-837* (Wallin, 1997 (substantial underpayment)). However, the evidence presented requires the internal comparables to be the basis for the wage increases. The record here does not present a case in which the market comparisons should control.

Amendment of Final Union Position

The County has objected to the Union's introduction of an alternative wage proposal not initially negotiated or reported to the Bureau of Mediation Services. The Union argues that the County's objection should be overruled because the term "and/or" was used in its submission and its amended alternative position is "within the parameters of that submission." The Union further takes the position that there is no agreement "to

limit the arbitrator's authority to final offer item-by-item or final offer total package . . . the final positions of either party may be amended or withdrawn.”

The County's objection is sustained. This matter was certified by the Bureau of Mediation Services pursuant to *M.S. Section 179A.16* and *Minn. R. 5510.2930*.

Subdivision 4 of the rule provides that “final positions of the parties may not be withdrawn or amended except by mutual written consent or to correct nonsubstantive errors of a clerical-technical nature or matters solely for form.”

The amendment sought by the Union is not “nonsubstantive” or “clerical-technical” in nature. Rather, it appears to be a substantive proposal that might have been introduced during negotiations and considered by the parties in that context. Absent evidence indicating the County's agreement, the amendments cannot be considered.

Issues 4, 5 and 6

Wages Steps for 2011, 2012 and 2013

Wage Appendix

Union Proposal

The Union does not appear to have submitted a separate final position regarding the issue of wage steps for years 2011, 2012 and 2013. However, the Union's position could be construed to call for such additional wages steps as may be required to accommodate their positions on wage increases for the years in dispute.

County Proposal

The County proposes that no additional steps should be added to the Wage Appendix for years 2011, 2012, and 2013.

Award

The County's proposal is awarded.

Analysis

There is no evidence to suggest that any additional wage steps are required.

Issues 7 and 8

Health Insurance for 2012 and 2013

Article 13

Union Proposal

The Union proposes that there be no change to the cost sharing formula for single and family health insurance premiums.

County Proposal

The County proposes that effective January 1, 2012, it will contribute 95% of the single monthly premium for group health insurance. Effective January 1, 2013, the County proposes to contribute 85% of the single monthly premium for group health insurance.

Award

The Union's proposal is awarded.

Analysis

The Union describes the County's position as an attempt to "impose a major concession . . . by compelling employees to pay a significant portion of single health insurance coverage." Currently, the Union points out, the County contributes 100% of the monthly insurance premium for "the employee only." External market evidence suggests that of the nine mutually agreed comparable counties, six pay fully for employee single coverage.

The Union argues that the County has provided “no sound economic reasons for a health insurance concession” of this type. No bargaining unit member has selected family coverage, the Union argues. In 2012, each bargaining unit member would pay \$15.09 cents per pay check totaling \$392.34 annually. In 2013, the Union points out, the annual total would increase to \$1267.50 for each bargaining unit member, based on \$48.75 per pay check. The results of “pattern bargaining,” the Union asserts, should not control “when the pattern doesn’t fit the profile of this bargaining unit.” The Union notes that the bargaining unit differs from others, in that it has no interest in preserving present cost sharing formulae.

The County does not challenge the facts presented by the Union. Rather, it relies on the annual increases in health insurance premiums, which is describes as “unsustainable.” The fact that the bargaining unit does not benefit from the formula agreed to by the other bargaining units is “not a valid reason to treat them differently,” the County suggests. The proposal is supported by the principle of “internal consistency,” the County asserts, and “counties across the state had reached agreements calling for employees to share in the cost of health insurance.” Many employees “do not take” dependent coverage and there was “no evidence presented that some extraordinary situation exists that would call for the Assistant County Attorneys to received special treatment.

However, the fact that no member of the bargaining unit selects family coverage is undisputed. This fact is a substantial reason to justify a departure from the internal data. The impact of the County’s proposal on this particular bargaining unit is disparate. It is certainly true, as the County maintains, that there are members of the other

bargaining units who do not elect dependent coverage and would presumably not be advantaged by minimizing the increases in the cost of that benefit. However, in this case, no member of the bargaining unit has elected dependent coverage, a fact which has been true for some time. That cannot be said about the other bargaining units.

In the past, the wages of the Assistant County Attorney unit have been negotiated in the context of this specific health insurance premium configuration. The extra cost to the bargaining unit members is not insubstantial and would significantly reduce their pay. The external market comparisons support the award.

Issue 9

Representation In Disciplinary Meetings

Representational Procedures

[New]

Union Proposal

The Union proposes that the following provision be added to the CBA:

An employee shall be granted reasonable time to obtain union representation of their choice for any meeting(s) and/or discussion that could lead to discipline. Furthermore, employees shall be granted reasonable time to consult with his/her union representative regarding the subject and purpose of the meetings(s) and/or discussion(s) concerning matters of potential discipline. The employee will provide sufficient notice of the subject matter and time period in question so the employee can consult with his/her union representative and adequately respond to questions.

In addition to union representation, an employee shall be granted reasonable time to obtain private legal counsel of the employee's choosing and at the employee's own expense, prior to any meetings(s) and/or discussions(s) that could lead to discipline. The employee will be granted reasonable time to consult with their legal counsel regarding the subject and purpose of the meeting and/or discussion.

County Proposal

The County proposes that no new language should be added regarding representation at disciplinary meetings.

Award

The County's proposal is awarded.

Analysis

The Union suggests that its proposal is needed to ensure that an employee is notified of his or her so-called Weingarten Rights by the County during an event that might lead to discipline. According to the Union, a bargaining unit member also must have a County provided lawyer during the taking of any statement.

In support of its proposal, the Union suggests the inclusion of language “informing employees of Weingarten Rights” is a “prevailing practice.” The Union notes that the County has agreed to “a form of investigatory language” in contracts with three other bargaining units. The Union argues that the need is even greater in the context of this bargaining unit, given the “suspicion, anger, and resentment toward authority” of some of the persons that are subject of prosecution.

The Union cites as an example *Rule 4.2* and *Rule 5.3 of the Rules of Lawyers Professional Conduct (OLPR)*, which prohibits lawyers and their agents from communicating directly with persons they know to be represented. Assuming the employee is represented, the Union argues, “[g]iving the employee’s attorney the right to be present is the only reasonable means of obtaining the employee’s attorney’s consent.” In this regard, the Union asserts that the same protections are provided to the Minneapolis Police Department. It is noted by the union that this bargaining unit “risk[s] more than their employment” with the County when misconduct is alleged, because there is the possibility of losing their license to practice law.

The County’s position is that such a provision is not consistent with the evidence. It also asserts that it did not consider any new language in any of the negotiations “in an effort to focus attention the critical issues at hand.”

The Union, in its presentation, has indeed stated an elegant case for the inclusion of the proposed provision. However, a sufficient amount of proper evidence has not been presented. Generally, the burden to establish compelling reasons to alter or add to existing contractual provisions is placed on the party proposing the modification. Here there is no showing that the *Rules of Professional Conduct* might apply in ordinary employment disciplinary meetings, when no litigation is contemplated or pending.

None of the internal collective bargaining agreements referred to by the Union contain a provision similar to that proposed. Several of the agreements specify that an employee may have a union representative present during a disciplinary interview. However, none of the agreements contain the broad language proposed by the Union. There was no evidence that any bargaining unit consisting of assistant county attorneys had as yet attained the proposed provision.

Issue 10

Employer Provided Legal Counsel for Damage Actions Alleging Improper Acts or Omissions

[New]

Union Proposal

The Union proposes that the following provision be added to the CBA:

The Employer shall provide legal counsel to defend any employee against any action or claim for damages, including punitive damages, subject to limitations set forth in *Minnesota Statutes Section 466.07*, based on allegations relating to any act or omission by the employee, provided, a) the employee was acting in performance of the duties of his or her position, and b) was not guilty of malfeasance in office, willful neglect of duty or bad faith.

The above section includes providing legal counsel for representation of the employee before lawyer disciplinary investigations and proceedings including, but not limited to: Lawyers Professional Responsibility Board, Supreme Court, or District Bar Ethics Committee. The Employer shall pay all the costs and expenses associated with such separate and independent counsel.

Where the Employer determines that its position or interests is in conflict with those of its employee, the Employer shall notify the employee of the conflict and advise the employee that he or she is entitled to select independent counsel pursuant to the procedures set forth in this article.

Where the employee believes that his or her position in the litigation is in conflict with that of the Employer, the employee may request that he or she be represented by independent counsel. Such request may not be unreasonably denied.

If the Employer timely denies the request for independent counsel, the employee may appeal the decision within five (5) business days of the date

he or she receives the Employer's decision. The appeal can be taken by giving written notice of appeal to the Employer. The appeal will be heard by a neutral third person who possesses the knowledge and experience to determine if a conflict of interest exists between the Employer and the employee in the litigation. The neutral third party will be selected by mutual agreement of the Employer and the Union. The Parties may present evidence and testimony before the decision maker and the hearing will be conducted pursuant to the Uniform Arbitration Act, *Minnesota Statutes Section 572.01 et seq.*

Independent counsel shall be selected by mutual agreement of the Employer and the Union.

Assignment of Judgment for Costs. Each employee represented by the Employer-paid counsel shall assign to the Employer any judgment for costs or disbursements awarded in favor of such defendant.

County Proposal

The County proposes that no new language should be added regarding employer provided legal counsel to bargaining unit members in actions alleging improper acts or omissions.

Award

The County's proposal is awarded.

Analysis

In support of this provision, the Union concedes that state law already requires the County to defend and indemnify the bargaining unit members for damages claimed or

levied, provided that the employee was acting in the “performance of duties of the position and not guilty of malfeasance in office, willful neglect of duty, or bad faith.”

However, the Union takes the position that the provision is still necessary due to the need to “anticipate conflicts of interests [sic].” Unlike other County employees, the Union argues, “assistant county attorneys are subject to investigations by authorities like the Lawyers Professional Responsibility Board and the Crime Victim’s Justice Unit of the Minnesota Department of Public Safety.” The Union also argues that “it does not take a great deal of imagination to envision a situation where the County has a duty to defend and indemnify an employee whose interests are incompatible with the County’s interest.”

The County’s position is that the provision is not justifiable either on the basis of the Union’s statement of need or the presentation of evidence.

Once again, the Union has stated its case for the inclusion of this provision in well-stated terms. However, the proposed provision must fail for substantially the same reasons as stated in Issue 9. No compelling internal or external evidence was presented to support the proposal.

Summary of Award

Issues 1, 2 and 3

Wages for 2011, 2012 and 2013

Wage Appendix

There shall be no wage increase for 2011. For 2012, wages shall be increased by 1% for the period beginning January 1, 2012, and ending June 31, 2012, and an additional 1% for the period beginning July 1, 2012, and ending December 31, 2012. For 2013, there shall be an additional 1% wage increase on January 1, July 1 and October 1, 2013.

Issues 4, 5 and 6

Wages Steps for 2011, 2012 and 2013

Wage Appendix

There shall be no additional wage steps added to the Wage Appendix for years 2011, 2012, and 2013.

Issues 7 and 8

Health Insurance for 2012 and 2013

Article 13

There shall be no change to the cost sharing formula for single and family health insurance premiums in 2012 or 2013.

Issue 9

Representation In Disciplinary Meetings

Representational Procedures

[New]

There shall be no new language added to the collective bargaining agreement relating to representation at disciplinary meetings.

Issue 10

**Employer Provided Legal Counsel for Damage Actions Alleging
Improper Acts or Omissions**

[New]

There shall be no new language added to the collective bargaining agreement regarding employer provided legal counsel to bargaining unit members in actions alleging improper acts or omissions.

July 9, 2013
St. Paul, Minnesota

David S. Paull, Arbitrator