

2021 Arbitration Awards - Minnesota B.M.S.

April 29, 2022

Summary of Arbitration Awards listed on the Bureau of Mediation Services' web site (<http://www.mn.gov/bms/arbitration/awards/>).

"Sustained" means the grievance prevails overturning the original action. "Denied" means the original action prevails.

December, 2021

BMS #	Employer/Union	Arbitrator	Issue	Details	Award*	Basis/Argument
21PA0967	MMB SEIU Healthcare MN	Jacobs, Jeffrey W.	Wage/Dues Deduction	Successor entity did not provide wages, PTO time earned to home health care providers and did not submit union dues or political contributions deducted from checks to the Union. State being asked to make whole as they are party to CBA and oversee the funds.	Sustained in part Denied in part	The state failed to ensure the intermediate company implemented the terms of dues check off and COPE deductions. Whether the State violated the CBA with regards to payments of wages is outside the scope of arbitrators jurisdiction, but may be addressed in other forums.
FMCS 210809-09089	2Mackay/Mitchell Envelope Co LLC Teamsters Local 1B	Daly, Joseph L.	Mandated OT	Disagreement as to the definition of the advanced notice of overtime. Company mandating pre-shift OT, not just within first 4 hours of shifts to be extended.	Denied	No evidence CBA violated. Staffing shortages and pressures of 24/7 operations result in need for both voluntary and mandated overtime shifts.
21PA2596	Chippewa County AFSCME 65	Imes, Sharon K.	New Hire Salary Placement	New hire placed at step higher than current EE's claiming same level of experience or years of service. Following placement of current staff onto new salary scale.	Sustained	ER failed to show new hire possessed greater experience than current EE's. New hire to be placed at same step as current, not step higher.
21PN0853	Washington County MNPEA	Foy, Terrance J.	Interest Arbitration	No General Wage Adjustment in 2021 2% + \$1000 lump sum upon effective date of award. 2% Market Adjustment to be effective 12/31/21. No range adj for 2021. Insurance contributions: y-U 1/1/21 (E-ratification) Field Training Officer Comp. y-U 1.5 hrs (E-1 hr) Clothing allowance:A -\$660(U-\$675,E-\$600) Rejected new Special Teams Equip Allowance language. Already provided.	Insurance 1/1 \$660 clothing FTO to 1.5 hrs	Internal compensation consistency upheld to maintain equity and labor peace, even if economic conditions have improved since other settlements were reached.

November, 2021

BMS #	Employer/Union	Arbitrator	Issue	Details	Award*	Basis/Argument
21PN1408	Washington County LELS	Miller, Richard J.	Interest Arbitration	No General Wage Adjustment in 2021 2% + \$1000 lump sum upon effective date of award. Effective 12/31/21 Salary range maximum increased by 2%. No range adjustment for 2021. Insurance contributions: y-U-1/1/21 (E ratification) Clothing allowance: y- u-\$880 (e-\$875)	Insurance 1/1 \$880 Clothing	Internal compensation consistency upheld to maintain equity and labor peace, even if economic conditions have improved since other settlements were reached.
21PN1527	Anoka County AFSCME Council 5	Miller, Richard J.	Interest Arbitration	Parties reached agreement during hearing of non-bargaining calculation of merit increase 3% increase to min/max, 9% increase to Probation Aide starting wage, and deleting Art 3.9.	2% Merit Pay	Arbitrator maintained internal pattern of 2% merit increases, extended full holidays to Probation Officer Aides, but denied adding a non-certified holiday issue or granting a hazard pay bonus when no precedent with other employee groups in county.

21PA0131	ISD 625 Teamsters 320	Ver Ploeg, Christine D.	Training Pay	Union argued EEs entitled to 30 min pay for breakfast and registration time before mandatory training session. District information stated it was optional and not required or part of training. Union provided breakfast and was considered social time.	Denied	Per FLSA, EEs who arrived early were waiting to be engaged, which is not work time which must be compensated. The time to sign in for registration was de minimus. ER only responsible to pay for the mandatory training hours.
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October, 2021

BMS #	Employer/Union	Arbitrator	Issue	Details	Award*	Basis/Argument
21PN2015	Washington County LELS	Beens, Richard A.	Interest Arbitration	No General Wage Adjustment in 2021 2% + \$1000 lump sum upon effective date of award. Effective 12/31/21 Salary range maximum increased by 2%. No range adjustment for 2021. Insurance contributions: y-U-1/1/21 (E ratification) Clothing allowance: y- E- \$900 (U-\$940) Sergeants Promo Pay-y -E maintain 5% min (U- minimum of 8% increase)	Insurance 1/1 E:\$900 clothing	Internal consistency upheld to maintain equity and avoid labor unrest. Pandemic induced economic burdens best shared by all. Though not able to work from home, no reward granted for doing exactly what would be expected in ordinary times.

September, 2021

BMS #	Employer/Union	Arbitrator	Issue	Details	Award*	Basis/Argument
21PN1092	City of Fairmont LELS	Wallin, Gerald E.	Interest Arbitration	ER sought change to wage scale (3 to 10) severance scale, vacation accrual, holiday payout, comp time payout and addition of waiver language. Existing language/practices maintained (u), Call Back definition modified to exclude trainings, meetings, and special events (e). No change to sick leave usage language (u proposal rejected). Hybrid of HCSP/severance language awarded.	Wages: (e & u) 2021: 2.25% 2022: 2.75%	Arbitrator upheld language and practices maintained over lengthy bargaining history. Absent 'quid pro quo' of negotiations, no compelling argument for change even if other bargaining units have accepted them. Internal consistency does not warrant the elimination of employee choice. Union members not bound to the rights and benefits negotiated with other bargaining units.
FMCS	UNFI Teamsters 120	Daly, Joseph L.	Termination	Employee discharged for second incident of loafing/theft of time within a month. Union argued "just cause" must be followed even if not spelled out in contract.	Denied	Employer had just cause for the discharge. Employee had knowledge of policies and prior discipline to know the consequence.
21TD2674	ISD 244 Chisago Lakes Individual (Jeremy Peterson)	Beforet, Stephen F.	Termination	District removed long-term teacher who showed racially and culturally insensitive video to a Jr High class resulting in complaints from students and parents.	40 day unpaid suspension	Misconduct and poor decision warranted serious discipline, but not immediate discharge without warning and chance to correct behavior.
21PN0863	Rock County Teamsters 320	Daly, Joseph L.	Interest Arbitration	1st contract Sergeant's Unit. Internal comp/consistency w/existing Deputy CBA. Comp Time Cap: U-80 hrs, E-40 hrs. Sick Leave Cap: U-800 hrs, E-720 hrs. Shift Diff: U-2.75 nights/1.75 wkend, E:0 Language issues re: LOA, COBRA, Seniority	ER Awarded: U Awarded:	OT-schedules can't create OT Existing vacation accrual schedule Vac and Sick NOT hrs worked for OT 40 hr annual Comp time cap Sick Leave cap, Leave of Absence language COBRA language, Shift Diff \$\$ & Seniority
21PA2030 21PA2031	City of Duluth AFSCME Council 5	Jacobs, Jeffrey W	Layoff vs Other Job Assignment	City Attorneys office reorganized and 2 positions eliminated while two paralegal positions created. The 2 employees were laid off after not possessing the skills required for the new positions. Union felt City had obligation to offer them positions outside of the department at the same rate of pay and benefits as before classification was eliminated.	Denied	City had right to reorganize the department and create new positions. Grievants were allowed to apply for positions but were not most qualified. No other positions existed within the department into which they could bump. City not obligated to place into a position somewhere else in the City. COVID practice NOT a precedent.

August, 2021

BMS #	Employer/Union	Arbitrator	Issue	Details	Award*	Basis/Argument
21PA1498	Hennepin County AFSCME Council 5	Osthus, Marlin O.	1 Day suspension	Corrections Officer. Multiple unscheduled absences with lack of proper medical documentation.	Written Rep.	Conduct warranted discipline, but jump from oral reprimand to suspension out of line. Policy unclear and errors made in enforcement.
21PA1785	ISD 2142 Teamsters, Local 346	Jacobs, Jeffrey W.	Prorated Leave	District reduced most hours from 31.5 to 26, without adding definition of Full-Time. Union understood changes only would apply to health, life & dental insurance. District pro-rated sick leave, personal leave, and holidays based on actual hrs worked.	Denied Sustained	Sick Leave hour proration is supported by current contract language; Personal Leave article language provides "all" employees received 4 days per year Does not limit or clarify how accrued.
21TD1486	ISD 282, St. Anthony-New Brighton Individual	Beens, Richard	Termination	Teacher alleged to have contributed to culture of inappropriate behavior thru racist, homophobic, physical abuse and predatory behavior via online petition site.	Reinstated 7 day unpaid suspension	Police found no probable cause for any criminal charges. Incidents of swearing in front of students, expressing excessive anger is remediable. Memo on rumors.
21TD2014	ISD 2365 Gibbon Fairfax Winthrop Public Schools Gibbon, Fairfax, Winthrop Ed. Assoc.	Kundrat, Frank	Termination	Licensed Speech and Language Teacher. Alleged to have used inappropriate and unauthorized carrying procedure on a young Special Ed student.	Reinstated 5 day unpaid suspension	While grievant did exhibit conduct that was unbecoming a teacher warranting discipline, she did not willfully neglect her teaching duties and is remediable.
21PN1105	Clay County Teamsters, Local 320	Miller, Richard J.	Interest	ACAs. Market Adjustment for 2022 U: 3%, ER: 0%	ER position	Comparable data and retention evidence do not support need for adjustment.
21PA1174	City of St. Paul Machinists, District Lodge 77	Kapsch, Frank Jr	Termination	Vehicle Maintenance Worker terminated re: violation of Work Place Conduct policy	Denied	ER had just cause to terminate. Threats of violence made. No ADA requested.

July, 2021

BMS #	Employer/Union	Arbitrator	Issue	Details	Award*	Basis/Argument
21VP2021	City of Red Wing Veterans Preference	Finkelstein, Phillip	Termination	Roger Pohlman, Police Chief, terminated Veterans Preference rights request was challenged by City. Veteran failed to demonstrate he was not a Dept. Head.	Denied	Summary Disposition granted. As a Department Head is not covered under MN Veterans Preference Act, Minn. Stat. 197.46
21PA0014	ISD 197 SEIU, Local 284	Lundberg, James	Working Out of Class Class	2020 Summer Program had less direct supervision and broader scope of involvement for Spec Ed Para staff. E: Core Site Supervisor responsibilities not reassigned.	Denied	Entire program redesigned in 2020. Insufficient evidence Special Ed Paras performing work of Site Supervisors.
21PN1151	Dakota County Teamsters, Local 320	Foy, Terrence	Interest	Correctional Deputies.	2021-1% 2022-2%	E Lump Sum Matrix pay awarded Union proposals for new flex time, hazard pay and retention bonus rejected.
20PA1893	Hennepin County AFSCME Council 5	Dunn, Richard J.	5 Day Suspension	OSIII at Correction Workhouse submitted timecards claiming 31hrs + of time not actually worked. Discipline for misconduct violation of timecard policies and Dept's Code of Ethics Standard of Conduct	Denied	Through falsification of time reporting grievant knowingly received pay for time which she did not work.

21PN0541	City of Gaylord Teamsters, Local 320	Foy, Terrence	Interest	1st contract Licensed Police Officers. U seeking definition OT, Union Business, Legal Defense. Comp Time:u-80 hrs, e-0 FTO:u-\$3/hr, e-1 hr pay.Uniformsu-\$1000 e-\$700. Holidays: u-10+2 float. e-11.5 OT paid u-in excess normal schedule. E- after 84 hrs pay period. IOD:u 6mth e30d Shift Change: u-14 days, e-no change OnCall: u-\$3h, e-\$2h, Shift Diff:u\$1 6p-6a Duration:u-3 y, e-2 y	E Pay Scale 2021- 1.5%	No hearing. Cases submitted via briefs and exhibits. Only bargaining unit in city. No definitions added outside Quid Pro Quo negotiations. E wage scale/COLA given. Union position awarded OT pay & FTO City position awarded clothing, On Call, Severance, IOD, Duration. Union positions rejected on comp time, holiday pay out, schedule change, and shift differential.
21PA0800	Metro Council Machinists District Lodge 77	Orman, Anthony	Termination	Grievant discharged for use of racial epithet towards another employee. Terminable under MCES policies and guidelines.	Denied	Grievant dismissed for cause. Credible investigation confirmed incident.
21PA1025 21PA1026 21PA1027	City of Duluth AFSCME Council 5	Jacobs, Jeffrey W.	Termination Retro Termination Benefits	Grievant resigned/retired while on FMLA leave and while under investigation for possible "double dipping". Er attempted retroactively terminate back to date of FMLA leave and deny payout of benefits available to retirees.	Denied* Sustained Sustained	Grievant had right to resign/retire prior to discipline being imposed. Is entitled to benefits provided upon resigning/retiring. No two week notice required per CBA. Termination moot as had resigned prior to discipline.

June, 2021

BMS #	Employer/Union	Arbitrator	Issue	Details	Award*	Basis/Argument
21PA0097	Minnesota Management and Budget Minnesota Government Engineering Council	Kapsch, Frank	Step Progression Supervisory Pay	Union argued EEs did not receive the appropriate step progression and that the new requirement to enter a code in payroll to receive supervisor compensation was an attempt to avoid paying those who did not remember to enter code. ER believed it followed the CBA in awarding steps and the practice of entering code is standard and necessary for accurate record keeping.	Denied	Employer did not violated the language, terms or provisions of the labor agreement. No agreement for retroactivity in the new step progression language. Contract is silent as to the "code" issue and no previous challenges to use. EEs who forget to enter code can submit an amended timesheet and be made whole
21PA0644	Hennepin Healthcare System AFSCME Council 5	Wallin, Gerald E.	Termination	Grievant terminated for violating policies on Protected Health Information (PHI) and confidentiality by not restricting viewing to information necessary to complete work and getting out of the record.	Denied	Discharge upheld. Grievant did violate the "minimum necessary rule" when accessing and viewing information within the medical record outside of what was needed to complete work assignment.
21PA1259	Metropolitan Council ATW Local 1005	Wallin, Gerald E.	Discrimination in the application of physical fitness standards	Grievant removed from bus driving duties after health issue discovered. Dispute as to timeliness of grievance, ability to grieve "discrimination" in this context, and the application and provider of the fitness testing and standards applied in the ER's decision to restrict driving.	Denied	1. The case was procedurally arbitrable 2. Allegations of discrimination are substantively arbitrable. 3. The ER did not discriminate against the grievant in applying its fitness standard or denying ability to serve as bus operator.
21VP1329	Bemidji State University Veterans Preference	Wallin, Gerald E.	Termination	Shawn Callagan discharged for making inappropriate and racially offensive comments to a co-worker. Multiple previous disciplines for violations of ER's policies on Respectful Workplace and Non-Discrimination.	Denied	Progressive discipline was followed and discharge was in accordance with the MN Veterans Preference Stat. 197.46
FMCS	Essentia Health Minnesota Nurses Association	Befort, Stephen F.	Termination	Nurse ordered mediations under Dr's. name without talking to the doctor.	Denied	Serious misconduct does not require progressive discipline.
21PN0736	Meeker County Minnesota Public Employees Assoc.	Miller, Richard J.	Interest	Licensed Deputies. e:Sunset Sick Sever. Clothing: u:\$850/m, e:\$63/ppd	Clothing \$850 On-Call \$250	10 issues negotiated, 5 issues arbitrated. Sick Leave Severance Sunseted for new

21PA0131	ISD #625, St. Paul Teamsters Local 320	Ver Ploeg, Christine	MOA premium	\$3 premium negotiated for Governor's mandated Essential Kid Care program. U seeking prem. for voluntary summer program.	Denied	Summer program voluntary vs mandated; recreational vs educational; not covered by MOA nor Governor's mandate.
20PA2566	ISD #625, St. Paul Teamsters Local 320	Laumeyer, James A.	Disaster Pay	TA's seeking Quarantine/Catastrophe pay for Break week they worked in the past.	Denied	COVID didn't meet CBA definition & no guarantee of hours in CBA.
19PA0398	ISD #625, St. Paul Teamsters Local 320	Ver Ploeg, Christine	Class Action	Is there a bar on filing a class action (re pay on a training day)?-No. Does FLSA claim create bar due to improper venue? No.	Arbitrable	CBA doesn't specifically bar union from filing on behalf of members. Issue is within scope of CBA.
21PA1258	Metropolitan Council - Transit Amalgamated Transit Union, Local 1015	Beens, Richard	Termination	Train operator threatened to pay someone to shoot two managers.	Denied	Threats of gun violence are ..."sufficiently serious to justify immediate discharge."
21VP1115	Metropolitan Council - Transit Jessee Johnson - Veteran	Roberts, Andrew M.	Termination - VP	Driver gave incorrect & incomplete info re diabetes on his job application.	Denied	Falsification of records constitutes misconduct. Consistently enforced.

May, 2021

BMS #	Employer/Union	Arbitrator	Issue	Details	Award*	Basis/Argument
21PN0704	Crystal, City of (Interest) Law Enforcement Labor Services	O'Donnell, John	Interest	Officers. Duration-2y-u; Insurance 2022 -reopener-e; Ins opt out-\$75-e (u-\$225); Wages 2%,2% (u-3%,3%; e-2%,1%)	2021 - 2.0% 2022 - 2.0%	Duration-1st yr almost done; Reopener-need to negotiate w carrier;Opt out-internal pattern. Wages 2021- pattern.
19PA0496	Hennepin County AFSCME Council 65	Hoffmeyer, Steven	Sick Leave Accrual	Corrections officers changed to 12 hr. shifts-84 hrs vs 80 hours, Seeking sick accrual for 84 hrs.	Denied	Sick accrual based on regular hrs. 4 hrs. are OT hours and not eligible for sick accrual calculation.
21PA0842	ISD #194, Lakeville Education Minnesota	Jacobs, Jeffrey W.	Pandemic Pay	Seeking compensation for teachers with hybrid in person & video distance learning requirements during COVID pandemic.	Denied	Not an additional class since it contains the originally assigned students & subject matter.
21PA1181	ISD #649, Northfield Education Minnesota	Hoffmeyer, Steven	Termination	Education assistant went golfing while claiming to work a full day.	Denied	Time theft does not require progressive discipline nor specific prohibition.
21PG0974	Metropolitan Council - Transit Amalgamated Transit Union, Local 1015	Osthus, Marlin O.	Training Evaluation.	Bus driver seeking storekeeper position failed - claimed training was flawed & unfair-seeking a second chance.	Sustained	ER has inherent right to set standards, but training flawed. Lack of computer access conflicting directions, hostility.
20PA2057	Metropolitan Council - Transit Amalgamated Transit Union, Local 1015	Osthus, Marlin O.	Termination	Bus driver failed to properly secure scooter that tipped during a left turn.	Denied	Policy violations led to accident. 4th acc. within 3 yrs. Calls for termination.
21PA1009	Minneapolis Park & Recreation Board City Employees LiUNA, Local 363	Befort, Stephen F.	Termination	Made racially disrespectful comment, "he's one of you" to a black co-worker,	Denied	24y ee, 4 prior suspensions including for, racially & sexually insensitive remarks.
20PA0833	Minnesota Management & Budget AFSCME Council 65	Laumeyer, James A.	OT assignment	No one signed up for OT in advance, ER asked for volunteers, selected most senior. U said most junior should be forced.	Denied	Forcing bad for moral. Contract language is permissive, not directed. ER permitted to seek volunteers a second time.
FMCS	Morrison (Compass Group) SEIU Healthcare	Daly, Joseph	Overtime	Failure to post sign-up for extra hours. thereby denying OT opportunities	Denied	ER has fixed & variable schedules. There were no extra hours to post.
20PN2562	St. Louis County (Interest) Law Enforcement Labor Services	Altman, Robert	Interest	Wages-e (u+10% equal sgts-no); Retro for those separated-y-u; Retro-y-u; sick remove from OT-no-u; Elect remedies-n-u Placement on new schedule-e; remove 12hr shift formula-n-u.	2020 - 2.0% 2021 - 2.25% 2022 - 2.25%	Wages, internal pattern. Sgts moved to another unit, reclassified as supervisors+ additional money. Retro for separated - small #, Retro-no Penalty for arbitrating. Placement-internal pattern, more money. ER didn't show need for other items.
19PA2874	Willmar, City of - Municipal Utilities I.B.E.W., Local 160	Bognanno, Mario	Arbitrability Promotional	Timeline met? - no. With minimum qualifications does seniority	Denied	Original grievant not qualified, for position.. Next senior name added at step 3. New

April, 2021

BMS #	Employer/Union	Arbitrator	Issue	Details	Award*	Basis/Argument
FMCS	Allina Health (United Hospital) Minnesota Nurse's Association	Befort, Stephen F.	Termination	Nurse failed to follow dress code after 4 reprimands; violated cell phone policy; & yelled at supervisor.	Reinstated w/o back pay or benefits (12 mo susp.)	Unions claim that actions were due to safety concerns regarding Covid 19 was sufficient to mitigate termination.
			Unfair Labor Practice	Barred from talking union business in emergency room.	Denied	ER has right to policy that limits activity during working hours.
21POA0935	Anoka County Law Enforcement Labor Services	Gaertner, Susan	2 day Suspension	entered intersection on red, with lights & siren, struck by car who had the green.	Denied	15 yr. ee, 2 priors. Preventable accident. Discipline consistent with other cases
20PA1427	Carver County AFSCME Council 65	Jacobs, Jeffrey W.	Termination	Child protection social worker failed to discharge duties in 5 cases - putting children at risk.	Reinstated w/o back pay or benefits	6 yr ee, no priors. 1 case not proven, 3 w relatively minor issues. No complaints on any other cases over 6 years.
20PA1286	Chisago County Teamsters Local 320	Foy, Terrence J.	Termination	Child protection aide verbally abused, coworkers and grabbed her.	Reinstated w/o back pay or benefits (10 mo susp.)	23 yr ee, 1 reprimand. Continued to work together w/o incident for 2 weeks while investigated. Zero tolerance policy never shared w employees.
21PA0843	Hennepin County AFSCME Local 5	Dunn, Richard J.,	PTO	Ee was in PTO as a non-rep ee, went to Teamsters position & chose Vac/Sick plan, then went to AFSCME & wanted to retain Vac/Sick.	Denied	Contract requires PTO if ee was ever covered by that plan. Teamster contract has no effect.
21PA0858	Hennepin County AFSCME Council 5	Altman, Robert	Out-of-Class Pay	Volunteers who worked as lead workers at Covid 19 housing sites should receive out-of-class pay as supervisors?	Denied	Site Lead was not comparable to work of Administrative Supervisors
21PA0859	Hennepin County AFSCME Council 5	Wallin, Gerald	5 day suspension	Disrespectful and confrontational with supervisor. U-lack of progressive discipline.	Denied	No need for multiple channels of discipline for different type of conduct.
21PA0860	Hennepin County AFSCME Council 5	Miller, Richard J.	2 day suspension	Case Management Asst. refused to give a breath test to a client due to COVID concerns - felt he deserved hazard pay.	Denied	Volunteered, trained & fitted w mask. Didn't state concerns until client arrived. No need for progressive discipline.
21PA0620	Metropolitan Airports Commission International Union of Operating Engineers, Local 49	Dunn, Richard J.	Termination	Ee took a damaged ladder w/o required permission for obtaining scrap material. 2nd charge of Ethics violation for using ER's account to obtain discount & sales tax forgiveness.	Denied	20yrs, failed to file request, he knew was required - constituted theft & supported termination. Ethics violation not proven,
21-PA-0359	Metropolitan Council - Transit Amalgamated Transit Union, Local 1015	Malamud, Sherwood	DOT Certification	MTC's MN Occupational Health vendor didn't certify ee to drive a bus. The Mayo clinic did provide certification. U claims discrimination.	Denied	ER properly exercised discretion in selecting & relying on medical opinion of it's vendor.
21PA0177	Minneapolis, City of Jesse Crofton - Veteran	Miller, Richard J.	Termination - VP	Anti-Muslim articles posted to Facebook page, violated Dept's code of Ethics. Post didn't list name or police dept, Continued working 30 mos w exceeds rating before termination.	Denied	Veteran's filings for worker's comp & disability insurance, coupled with his testimony created credibility & fitness for duty issues.
20PN1381	Minneapolis, City of (interest) Minnesota Public Employees Assoc.	Befort, Stephen F.	Interest	Dispatchers. Wages 1%, 1.5% (u 2.25%, 2%, e 0%, 0%); longevity step-n-e; certification pay-delete-e.	2020 - 1.0% 2021 - 1.5%	Wages below pre-COVID pattern, (city deficit \$155.9m). Union didn't prove need for longevity. Cert-obsolete language.
20PA1495	Minnesota, Veteran's Homes of Minneapolis and Hastings AFSCME Council 5	Orman, Anthony R.	Holiday Compensation	Ees sought to receive comp time for working Holidays vs cash. ER paid cash for 8 hours & comp for 4 hours premium	Sustained	Contract language is clear & not in conflict with FLSA.

claiming it was FLSA required

20PA1211	Roseau County Teamsters Local 320	Beens, Richard	Job assignment	Ee applied for Drug Task Force. Deputy selected had less seniority. Was denial de-facto discipline?-no.	Denied	Assignment was a transfer, not a new hire, nor a promotion. Mngmnt right. No loss of benefits or adverse impact.
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March, 2021

BMS #	Employer/Union	Arbitrator	Issue	Details	Award*	Basis/Argument
20PA1350	Hennepin County AFSCME Council 5	Altman, Robert	Banked Time	Can ER require banked Hol/Comp time use, before use of Vac/PTO time? - Yes.	Denied	Spelled out in Admin Manual;supr weren't authorized to allow practice; consistent county wide; no contract bar.

February, 2021

BMS #	Employer/Union	Arbitrator	Issue	Details	Award*	Basis/Argument
20PA2556	Hennepin County Teamsters Local 320	Jacobs, Jeffrey	Termination	Juv detention Officer made inappropriate & transphobic comments in therapy class. Therapist felt it was "grooming behavior."	12 mo. susp.	8 yr. ee with written & two 2 day susp. Termination based on sexual grooming allegation - did not rise to that level.
20PA2533	Minnesota Department of Corrections Nathan Knutson	Beens, Richard	Termination	Asst. Warden accused of violating ethical standards & told not to talk to anyone about the case.	1 month susp.	20 yr. Did not violate ethical standards. Disciplined for contacting co-workers which constituted insubordination.
21PA0097	Minnesota, State of MN Government Engineering Council	Kapsch, Frank	Procedural Arbitrability	Union filed grievance with MMB instead of immediate suprvrs in MPCA & MDOT.	Arbitrable	U acted reasonably & properly MPCA & MDOT told U - MMB was moving party.
Not listed	Wilkin County AFSCME Council 65	Jacobs, Jeffrey	Leave Time	Vacation/Sick/Holiday aren't considered hours worked for OT. U seeking to allow use at straight time if 40 hrs. are worked. (i.e. rain days when working 10hr shifts.)	Sustained	New contract language bars using non-worked benefit hours to calculate O.T., but didn't change benefit usage language.

January, 2021

BMS #	Employer/Union	Arbitrator	Issue	Details	Award*	Basis/Argument
FMCS	Allina/Abbott Northwestern Hospital SEIU Healthcare	Remington, John	Termination	Clerk refused to submit to reasonable suspicion drug test. Advised she would be terminated, changed her mind & agreed, but left before the tester returned.	Denied	Clearly stated penalty for refusing test based on reasonable suspicion. Fear of needles & possibility new medication caused symptoms not considered.
20PA0907	Big Stone County AFSCME Council 65	Yaeger, Thomas	Timeliness	ER unilaterally changed ee spouses cafeteria insurance benefit. U failed to select arbitrator within 90 days.	Denied	Arbitrator must be selected within 90 days. Parties may have talked, but no Arbitrator selected - thus not arbitrable
21PA0002	Duluth, City of AFSCME Council 5	Yaeger, Thomas	Resignation/Job Abandonment	Ee w mental health issues failed to give required updates while on sick leave. ER claimed ee resigned when absent for 3 days after final deadline for update.	Sustained	ER allowing paid leave to continue past prior deadlines undermined compliance. Ee reinstated to position held on 4/8/20 on unpaid status until Dr. clears for work.
21PA0090	Hennepin County IUOE Local 49	Jacobs, Jeffrey	1 day suspension	Ee on workers comp, told not to come in to the office, kept asking until she got a different answer. At the office was told to leave and failed to do so.	Denied	20yr ee, 1 written reprimand. Refusal to leave from office was insubordinate. Discussion of Weingarten.
19PA0629	Hibbing, City of AFSCME Local 791	McCoy, A. Ray	Employer's ability to change shifts	Start time for shift changed from 7am to 3am for snow plowing. Contract "Any change in hours of work must be made with mutual agreement."	Denied	Contract bars reducing workday to less than 8 hrs. with 20 minute paid lunch.
20PA0279	Metropolitan Council - Transit Amalgamated Transit Union, Local 1015	Toenges, Rolland	OT Work Shifts	Staff shortages left 3rd shift in stockroom unfilled. U seeking OT to fill vacancies.	Denied	Management right. Superv getting parts was miniscule & didn't constitute U work.

FMCS	Millennium Hotel IUOE Local 70	McCoy, A. Ray	Eliminating Position	ER eliminated Lead Engineer position due to lack of work & discharged ee. Building engineer positions remained.	Sustained	Right to eliminate position doesn't automatically lead to discharge. Lack of just cause to terminate. Must reassign.
20PA2588	Minnesota Department of Corrections AFSCME Council 5	Jacobs, Jeffrey	Termination	Corrections officer, code of conduct viol. Directed offender outside during fire drill in Dec w/o shoes or jacket; callous disregard for well being using Learning Experience disciplinary list in a cavalier manner.	Denied	Prior oral reprimand, 2 day suspension. Coached 11 times for similar behavior re power play games to instill fear and nervousness in offenders.
21PA0008	Ramsey County Teamsters Local 320	Daly, Joseph	Arbitrability Timeliness	Substantively arbitrable? No contract language on issue of job posting but U cites LMC discussions.	Arbitration Required	Hearing required for testimony on claim. Grieved late, but only 1 day after ER provided their explanation.