

2022 Arbitration Awards - Minnesota B.M.S.

5-Jan-23

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, 2022

BMS #	Employer/Union	Arbitrator	Issue	Details	Award*	Basis/Argument
23PA0123	St. Louis County Services Law Enforcement Labor	Altman, Robert	Interest Award Implementation	Union asserts the ER violated the implementation of the arbitrator's award with regards to placement of current EEs onto the new salary schedule. Were not given 2 steps required under Civil Service Rules (as with a promotion/job reclassification). ER attests that placement consistent with all other bargaining units and Civil Service Rules not addressed in interest arbitration.	Denied	Arbitrator upheld ER's implementation, as focus of award was on Internal Equity, not Civil Service Rule placement guidelines.
21PA0469	Duluth Public Schools ISD 625 Teamsters Local 320	Foy, Terrance J.	Sick Leave Usage	10 month Teaching Assistant worked additional summer hours at fee-based, childcare center. Attempted to use sick leave and was denied, as is not the academic Summer School program where sick leave usage is allowed per the CBA.	Denied	The contract clearly allows for sick leave usage for those working "summer school session". Childcare center is not an academic extension of the school year. Parties are free to negotiate different language if they intend it to be considered differently in the future.
23PA0177	Chisago County Teamsters Local 320	Miller-Levin, Nancy J.	Call-Out Pay	Equipment operators contacted on weekend and ordered to report for work at 10 am on Monday (scheduled holiday/day off) due to a forecasted snowstorm. EOs changed personal plans to work. At 8:30am called by supervisor and told not to come in at 10, but to stay by phone and available to work later in the day. Between 2-3p called again and told they wouldn't be working at all as snow did not arrive. ER refused to approve call-out pay because no work performed and CBA does not have provision for stand-by pay.	Sustained	ER implemented a call-out when it directed EOs to report to work on their day off. Regardless of whether work performed. CBA requires 2 hrs pay at OT rate.
22PA0700	Hennepin County Teamsters Local 320	Foy, Terrence J.	Termination	Security officer manning a security checkpoint found to have taken a visitor's can of mace back to his personal locker, rather than returning the item, or logging it in and storing in the designated lost and found. Employer considers it theft, and his efforts to cover up his actions egregious.	Denied	Termination justified for serious misconduct, theft by security officer even more egregious. Public trust broken, as is confidence in having access to County buildings, offices and confidential materials.

November, 2022

BMS #	Employer/Union	Arbitrator	Issue	Details	Award*	Basis/Argument
23PN1164	City of Bloomington AFSCME Co. 5	Yaeger, Thomas L.	Interest Arbitration	Wages 22 - U: No ATB if market adjustments done first yr. ER: 3% Wages 23 - U: 3% GWA or same as non-union, whichever is greater. ER: 3%. Union requesting Market Adjustment. ER opposed. Frontline Stipend - U: \$2000 ER: None. Union seeking change to Automobile and Travel Expense to mirror other staff with no monthly cap.	ER Awarded:	3% general wage increase 2022. 3% general wage increase 2023. No market adjustments. Union awarded \$2000 Frontline Stipend as provided to other City employees. Also awarded the Automobile and Travel Expense language without monthly cap.

20PA0445	Metro Transit	ATU Local 1005	Toenges, Rolland C.	Subcontracting	Grievance filed after outside contractor hired to perform lighting retrofit of 10,000 fixtures in 9 facilities. Employer points out no provision in CBA limits the right of contracting, and it acted in good faith for a reasonable business purpose that did not adversely impact its employees.	Denied	Exercise of ER's inherent right to contract did not violate the CBA.
22PA0950	Minnesota Management and Budget Association	Minnesota Nurses Association	Altman, Robert	Terminations	2 RNs caring for an inmate at Oak Park Heights Correction Facility with medical conditions needing round the clock care. Inmate died after further assessments not taken as his condition deteriorated. Employer terminated them for failure to comply with responsibilities outlined in their position description and comply with standards of nursing care. Union contends since Board of Nursing imposed no discipline they should be reinstated.	Denied	Board of Nursing's lack of discipline imposed on nurses or their licenses is not controlling of the ER's right to determine who remains employed. CBA requires just cause as threshold for discipline.
22PA1692	Duluth Public Schools ISD 709	NCFO SEIU 956	Yaeger, Thomas L.	1. Vacancy Posting 2. Delay of Transfer 3. Posting (Promo)	Grievance filed over 1. how/where a vacancy was posted, 2. when the person selected for a lateral transfer was allowed to begin the new position in a different building, and 3. when the posting for the ensuing promotional "backfill" should have occurred. District showed past practice of delaying major disruptions in staffing until summer, as the domino effect of people switching buildings and positions can impact services during the school year.	1. Sustained 2. Denied 3. Denied	1. The District must post vacancies per the process outlined in the CBA. 2. The District did not violate the contract by delaying the lateral transfer until the end of the school year. 3. The District did not violate the contract by not posting for a promotional opportunity during the school year.
22PA0568	University of Minnesota	AFSCME Council 5	Yaeger, Thomas L.	Termination	Dispatcher terminated for incidents of adjusting work schedule and coming in late without supervisory approval, and appearing to claim pay for time not worked. Union contends communication was attempted, and termination is punitive rather than corrective.	Sustained in part	Progressive discipline appropriate. While termination not justified, written reprimand and 3 day unpaid suspension upheld. Arbitrator ordered employee returned to same position and made whole, less the 3 days.
21PA1547	MMB Department of Human Services	AFSCME Council 5	Yaeger, Thomas L.	Termination	Employee at St Peter terminated for multiple policy violations and gross misconduct. Multiple incidents of disparaging, disrespectful social media posts about vulnerable adults and co-workers, threats of harm to patients, failure to report maltreatment and disclosing and misusing protected patient data.	Denied	Employer had just cause to discharge grievant for repeated incidents of egregious conduct indicating lack of respect for patients, co-workers and mission of the agency.
22PA1249	Washington County	Teamsters 320	Foy, Terrence J.	Assignment Differential Pay	Grievance filed asserting those assigned Enhanced Supervisions clients should receive the differential assignment pay for those designated as part of the Enhanced Supervision Unit Probation Officers. ER contends the cases assigned do not carry with them the job expectations of the ES Unit.	Denied	No evidence that ER paying differential to those not specifically assigned to those cases. Assertion that someone transferred out of the ESUPO continued to receive assignment differential factually incorrect.

FMCS 220428- 05568	Gopher Resource, LLC	Teamsters Local 120	Remington, John	Termination	2 yr employee discharged after spray painting offensive graffiti at work site. ER pointed out 4 prior disciplinary warnings, including 3 for unsatisfactory work performance. Union argued termination was excessive discipline.	Denied	Company had sufficient cause to discharge grievant. Previous progressive discipline did not correct grievant's performance deficiencies.
22PN0971	Todd County Services, Inc.	Law Enforcement Labor	Wallin, Gerald E.	Interest Arbitration	Comp Time: U-Status Quo, E-eliminate 100 hr max, add 80 hr carry over.HCSA Contributions:U-Status Quo, E-changes for those hired on or after 1/1/22. Wages: U-3% each yr of contract, E-2.5% each year of contract. U-Market Adjustments, E-No Market Adjustments, Task Force Pay:U-increase to \$1.75 E-Status Quo, Death Scene Investigations:U-New language and stipend for duties. E-No, and does not believe arbitrable.		Employer position awarded on comp time, no market adjustments and status quo for task force pay. Union position awarded for Health Care Savings Plan contributions and general wage increases in 22, 23, 24. No award issued for death scene investigation language or pay.

October, 2022

BMS #	Employer/Union	Arbitrator	Issue	Details	Award*	Basis/Argument	
22PA1080	MMB Department of Corrections MAPE	Toenges, Rolland C.	Contract Interpretation	Grievance filed after denial of a promotion/s to a higher classified position and a claim of retaliatory treatment for having filed a grievance. Claims failure to accept comparable qualifications and unequal treatment. ER indicates promotions not accepted due to not meeting minimum experience and training requirements. State maintains they have the managerial right to select and promote employees, and MAPE does not have standing to dictate who is selected for promotion.	Denied	Selection or non-selection of an employee for promotion in state service is an inherent managerial right established by statute and not subject to the CBA grievance procedure.	
22PN0949	Metropolitan Airport Commission Services, Inc	Law Enforcement Labor	Bauman, Susan J.M.	Interest Arbitration	Prior to arbitration, parties came to agreement on grievance procedure language, and the general wage increases for 2021 & 2022 in line with the internal settlement pattern. Union seeking market adjustments for 21 & 22, and a salary schedule modification in 21 & 22.		No market adjustments awarded However, an additional 1% increase shall be added to the top step of the salary schedule effective 1/1/2022

September, 2022

BMS #	Employer/Union	Arbitrator	Issue	Details	Award*	Basis/Argument
FMCS 255814	Pan O Gold Baking Co Teamsters, Local 289	Befort, Stephen F.	Delivery Commission Pay	Union claims CBA violated by compensating Route Sales Representatives a private label commission rate rather than the higher commission rate for POG branded product deliveries when delivering "clear bag" products with no label. ER position is that it is consistent with delivery-only commission, vs the branded products that can include handling returns.	Denied	CBA language ambiguous as to whether clear bag product is private label or independent product for purposes of commission. However, practice is in line with commission paid for other delivery-only work.

22PA0394	Dakota County	AFSCME Council 5, Local 450	Jacobs, Jeffrey W.	On Call Pay Past Practice	Union claims ER violated CBA and past practice of providing certain probation officers with 128 hours of on-call pay per week by changing to 40 hours of on-call pay per week (and less POs placed on-call at any one time).	Denied	Past practice was not formally repudiated during the course of relevant contract negotiation. On-going grievance does not serve as notice.
22PN1109	Ramsey County	Teamsters 320	Jacobs, Jeffrey W.	Interest Arbitration	Holidays: ER-exchange floating holiday for Juneteenth. U- status quo. Uniform: U - \$800, \$1000, \$1000. ER - \$800 each yr. Severance: U - Modification. ER- status quo. Vacation: ER- 2.5x annual cap with 1 time spend down. U - status quo. Wages: U - 3.5% general increase each yr. ER - general increases of 1.5%, 2.25%, 2.25%. Salary Progression: ER- reduce each level by 1 yr. U - change from 20 yr to 15yr. Deferred Comp: U -increase from \$35 to \$45. ER- status quo. FTO pay:U -increase. ER- status quo. Hazard Pay - U - \$3 hr from 3/20/20. ER - none. Pandemic Pay:U-\$3000 ER - \$500 for those who worked from home/\$1000 for those reporting to work.		Holidays: ER-exchange floating holiday for Juneteenth. Uniform: Arbitrator awarded \$875 yr1, \$900 yr2&3. Severance: ER- status quo. Vacation: ER- 2.5x annual cap with 1 time spend down. Wages: ER - general increases of 1.5%, 2.25%, 2.25%. Salary Progression: ER- reduce as proposed. Deferred Comp: ER- status quo. FTO pay: ER- status quo. Hazard Pay - ER - none. Pandemic Pay: ER - \$500/\$1000.
22PN0542	City of Crystal Services, Inc.	Law Enforcement Labor	Kapsch Jr, Frank E.	Interest Arbitration	Holiday Call Pay: U-earn call back rate of 2X for Christmas, 4th of July or Thanksgiving. ER - Maintain status quo. Health Insurance Opt Out Amount: U - \$225 ER- Maintain \$75 opt out. Market Rate Adjustments: U - 2.5% market adjustment each year of contract. ER - No market adjustment.		Holiday Call Pay: ER position maintain status quo Health Insurance Opt Out Amount: Union's proposal of \$225. Market Adjustment: ER position. No market adjustments beyond the General Wage Increase pattern established.
22PN0970	Ramsey County	Teamsters Local 320	Miller, Richard J.	Interest Arbitration	Holidays: ER- swap floating holiday for Juneteenth. U - status quo. Uniform Allowance:ER - \$850 each yr. U - \$875 yr1, \$900 yr2, \$925 yr3 Severance Pay: 60% cash pay out up to 1500 hrs. ER - status quo. Vacation Cap and Accrual: ER - change to 2.5x cap and one time annual spend down. U - status quo. Health Care Savings Plan: U- Increase contribution. ER- status quo. Wages: U - 4% general increase each yr. ER - general increase pattern (1.5%, 2.25%, 2.25%)		Holidays: ER - replace one floating holiday with Juneteenth. Uniform Allowance: U - will move to \$875 yr 1, \$900 yr 2&3. Severance Pay: ER- maintain current schedule. Vacation Cap & Accrual: ER - move to 2.5x cap w/ 1 time spend down. Health Care Savings Plan: ER - maintain status quo. Wages:ER - 1.5% yr1, 2.25% yr2, 2.25% yr3.

22PN0998	Stearns County Association	Minnesota Public Employees	Miller, Richard J.	Interest Arbitration	Shift Differential: U -\$2 hr. ER-\$1.25 hr. FTO Compensation: U-1 hr OT. ER- maintain \$1. POST training Compensation: U - 1 hr OT per FTO shift. ER-\$2 hr. Schedule Change: U-OT rate if within 7 days. ER - status quo. Juneteenth: U -Add. ER - no. Clothing Allowance New Hires: U - 1st two qtrs up front. ER- receive quarterly allotment. Insurance Contribution: U-Increase contribution by premium increase each yr. ER - \$35 S/\$75 F increase each yr of contract. VEBA contribution: U-\$400. ER - \$350. VEBA Retirees: U-\$2000 ER- \$1000. IOD Pay:U-120 days worth. ER - 60 day status quo.General Wage Increase: U-5%, 4%, 4%. ER - 2% 1/1 - 2% 7/1 pattern. Canine Handler Pay: U - 1 hr OT. ER- 1/2 hr a day. SWAT/Dive Team Compensation:U-\$100 mth. ER-\$1 hr.Pandemic Pay: U-\$5000. ER - none. Hazard Pay: U- 2% base wage. ER - none. DMT/DRE Pay:U-\$200 annually. ER - none. Term of Agreement: U-1 yr. ER - 3 yrs.		Shift Differential: Arbitrator Awarded \$1.30. FTO Compensation: ER- maintain \$1. POST training Compensation: U - 1 hr OT per FTO shift. Schedule Change: ER - status quo. Juneteenth: ER - no. Clothing Allowance New Hires: U - 1st two qtrs up front. Insurance Contribution: ER - \$35 S/\$75 F increase each yr of contract. VEBA contribution: ER - \$350. VEBA Retirees: ER- \$1000. IOD Pay: ER - status quo.General Wage Increase:ER pattern. Canine Handler Pay: U - i hr OT. SWAT/Dive Team Compensation: Increase to \$50 a month.Pandemic Pay:ER - none. Hazard Pay: ER - none. DMT/DRE Pay: ER - none. Term of Agreement: ER - 3 yrs.
22RA1479	Kowalskis Market Workers Local 663	United Food and Commercial	Beens, Richard A.	Non-Union Workers	ER employed non-union staff to man the in-store Starbuck's kiosks feeling it was a separate business not subject to CBA. Union finds these indistinguishable from other food and retail services within the stores and are covered by the CBA.	Sustained	CBA language "All work in the store will be done by bargaining unit members" is clear and unambiguous. ER is required to staff the Starbuck's kiosks within their stores with UFCW 663 Union members.

July, 2022

BMS #	Employer/Union	Arbitrator	Issue	Details	Award*	Basis/Argument
22PA1351	St. Cloud Metropolitan Transit Commission Teamsters Local 63B	Jacobs, Jeffrey W.	Forced Use of Leave Time	Grievant refused a forced shift assignment on her regular day off and the required use of accrued time was deducted from her vacation time. Since the grievant declined due to provide FMLA care to a parent, there was a question of if sick leave should have been deducted. Union contends no time should be lost, but other reprimand issued in its place.	Denied in part Sustained in part	ER did not violate the contract by requiring use of paid hours before entitled to an unpaid leave. However, sick leave should have been used. Credit vacation time back and deduct from sick.
21PA0413	Carver County	Teamsters 120	Suspension	Detention Deputy was issued a 168 hour suspension for violation of County policies and Sheriff's office policies following theft of food from huber lunch bags intended for inmates and violation of his paid administrative leave.	Denied	Relatively short term employee with prior discipline. Showed no recognition of serious nature of misconduct and no contrition. Violated terms of paid administrative leave by not being available to come into work if called.
22PA1883	Meeker and Wright Special Education Cooperative Minnesota School Employees Association	Daly, Joseph L.	Contract Grievance	Union filed class action grievance alleging ER violated the collective bargaining agreement by adjusting salary step placement upward after initial hire. ER cites an error in previous service credit was corrected, and not limited by CBA. ER challenged arbitrability and timeliness.	Denied	Determined to be unarbitrable. Union did not have standing to file grievance for single employee who did not wish to file one.
22PN0993	City of Savage Services, Inc.	Law Enforcement Labor	Interest Arbitration	Contract re-opener to meet and negotiate medical insurance contributions and H.S.A contributions.	See Decision	A 50/50 split of premiums savngs was ordered, to mirror agreement on how premium increases are to be divided. Maintained H.S.A contributions consistent with other city employees.

21PA1542	MMB	AFSCME Council 5	Jacobs, Jeffrey W.	Termination	Grievant terminated for violation of HIPPA and other policies by posting derogatory comments about her vulnerable adult patients and workplace on social media.	Denied	Discharge upheld. Grievant violated several policies. Progressive discipline unlikely to correct serious egregious behaviors.
22POA1234	Becker County Enforcement Labor Services, Inc.	Law	Swanson, Stephen D.	Discharge	Sheriff Deputy discharged for violating Sheriff's Dept policies, county personnel policies, and Minnesota POST Board policies when he engaged in a dangerous profanity and vulgarity laden shouting match when responding to a call at a private residence.	Denied	Termination upheld. In spite of positive service record, the grievant did not use his de-escalation tactics and his behavior was intentional, dangerous and totally unacceptable. Concern that a repeat would threaten safety of public.

June, 2022

BMS #	Employer/Union	Arbitrator	Issue	Details	Award*	Basis/Argument	
22VP1474	Hennepin County	Veterans Preference	Kundrat, Frank J.	Termination	Carl Bodene (Veteran) discharged for repeated violation of the ER's Non-Discrimination Respectful Workplace policy. County argues he is not entitled to double recovery (working another job while collecting full salary while on appeal for VP hearing)	Denied	Employer had cause to terminate. Grievant ordered to reimburse Hennepin County for any funds he earned in excess of the salary he drew while on fully paid veterans preference appeal status from date of notice of termination to the date of this decision.
22VP1564	Hennepin County	Veterans Preference	Remington, John	Termination	Andy Knutson (Veteran) was suspended, then discharged, for failure to submit to reasonable suspicion drug and alcohol test after serious of previous incidents and progressive discipline.	Denied	Employer had cause to terminate.
22-1129-22PA0958	Breakthru Beverage Minnesota Metropolitan Council ATU Local 1005	Teamsters Local 792	Remington, John Malamud, Sherwood	Vacation Pay Discipline	Disagreement as to calculation of vacation pay, Grievant issued Final Record of Warning and permanently demoted from Instructor to bus operator for incident where he moved the location of training without authorization or immediate disclosure.	Denied Sustained in part	No violation in the calculation of vacation pay. ER did not violate CBA when imposing Final Record of Warning, but permanent demotion not just and merited. Grievant should be restored to former position if presently qualified with no backpay for the three years in demoted position.

May, 2022

BMS #	Employer/Union	Arbitrator	Issue	Details	Award*	Basis/Argument
FMCS 210209-0389	Allina Health/Buffalo Hospital SEIU Healthcare MN/Iowa	Daly, Joseph L.	Respectful Workplace Violation	Class Action Grievance filed for alleged hostile, abusive, and disrespectful behavior from a manager in the facility. ER contends small group resistant to change and being held accountable. Challenged arbitrability as no specific incident was cited within 20 day window for filing alleged grievances.	Denied	Testimony of employees who quit prior to the filing of the grievance was not considered. Examples of statements made, tone, etc. were deemed as being "conclusions" rather than "facts". Though arbitrable as grievance brought on behalf of a few current employees, just cause was not shown by a preponderance of the evidence.
22PA0882	ISD 196, Rosemount - Apple Valley - Eagan Teamsters Local 320	Dunn, Richard J.	Payroll Processing	Past practice of paying for optional summer work separate from regular amounts, but on the same every other Friday pay schedule. Unilaterally changed by the District when it established different cut off dates and schedules for regular pay vs additional pay. These changes made in 2020-21 without consulting Union. District challenged arbitrability as no contract language violation cited and no specific employee was named in grievance. Argues managerial right to shift payroll process Union defended right to file on behalf of group of members as their exclusive representative.	Sustained	Timelines for payment of extra work must be retained. Future changes should be the subject of negotiations. District will make the effected employees whole for the two week period by calculating the amount deferred and adding 2% interest.

21PN2575	Ramsey County Teamsters Local 320	Beens, Richard A.	Interest Arbitration	Single Issue of Separation Pay for Chief Correctional Officers unit. Union seeking the same schedule as Deputy Sheriff Commanders. ER's position is to maintain current schedule.	ER position	Internal comparison asserting CCOs equal to DSC not compelling. Minimum qualifications and job duties differ as reflected in their historical pay ranges. And in the 2 unit's separation pay. DSCs obtained through quid pro quo in lieu of market wage adjustment. No such quid pro quo with CCO Failed to achieve through multiple collective bargaining sessions, not role of Interest Arbitration to grant benefits that could not be achieved at bargaining table.
FMCS 200518-0633	North Shore Estates, LLC SEIU Healthcare MN	Daly, Joseph L.	Termination	Long-term employee discharged for accepting gifts for her child from a vulnerable resident. ERs part position is that even if gift was de minimus, she did not disclose the gift and federal laws, state laws, and ER policies are clear. Union argued a traumatic head injury impacted grievant's ability to remember signing a document saying she should not accept gifts on behalf of her family, & her long record of being a good employee should be considered.	Sustained in part	Though just cause to discipline, mitigating factors should be considered when looking at level of discipline. Grievant returned to work with no back pay.
20PA0840	St Paul Public Schools ISD 625 AFSCME Council 5	Befort, Stephen F.	Overtime Assignment	Union argues the District did not properly assign overtime to distribution workers by seniority. ER supervisor had delegated OT assignment in his absence to 2 members of the bargaining unit who did make an error in one instance. Other instances outside the grievance timeline not given consideration.	Sustained in part	ER directed to comply with contract by offering overtime opportunities within the same job title in seniority order. Since unable to determine who would have accepted the OT if properly offered, no make whole remedy imposed.

April, 2022

BMS #	Employer/Union	Arbitrator	Issue	Details	Award*	Basis/Argument
22PA0561	Ramsey County AFSCME Council 5	Jacobs, Jeffrey W.	Seniority	Union asserts ER violated contract and past practice by utilizing factors other than seniority when awarding internal position bids. Practice did differ from CBA language, but no discernable pattern in how selections were being made. ER notified union it was ending past practice as part of bargaining in order to fully use the contract language using "ability and capacity" as factors when filling vacancies. These are not routine jobs, and needs of clients differ as well as differences in day vs night shifts.	Denied	Evidence presented of successful repudiation of past practice and lack of evidence ER has violated any provision of labor agreement. ER maintains the managerial right to select Ees it feels would best fit into a position.
22VP0607	MMB DOC Veterans Preference	Befort, Stephen F.	Termination	Scott Behrends (Veteran) discharged for misconduct and violation of several DOC policies through comments and actions that made subordinates and co-workers uncomfortable. Determined that he did violate Personal Code of Conduct, the Harassment and Discrimination Prohibited Respectful Workplace, Statewide Sexual Harassment Prohibited, thru asking EE if pregnant, discussing porn, simulating	Sustained in part	ER sustained in decision to remove Behrends from position of Corrections Program Director, but ER directed to reinstate his employment in Correctional Counselor position. Progressive discipline in form of demotion to non-supervisory role where previously successful appropriate.

FMCS 221201-0155	Kroger Company UFCW Local 536	Toenges, Rolland C.	Discharge	20 yr EE with "Fragile X Syndrome" was discharged after incident of insubordination with manager, and using offensive language in front of other employees and customers.	Denied	ER had just cause to discipline the grievant for insubordinate behavior and offensive language. Grievant had been trained on rules, and ER showed it had consistent pattern of uniform discipline when warranted.
21PA2668	Ramsey County Jonathan Witucki (Individual)	Miller-Levin, Nancy J.	Arbitrability	Mr. Witucki terminated after failure to comply with Last Chance Agreement. Union did not initiate or participate in a grievance challenging the discharge because of LCA. Private atty tried to process w/ER thru CBA but ER challenged as 1. exclusive rep not participating and 2. Wituki had waived his right to grieve his termination in his Last Chance Agreement from 2017.	Not Arbitrable	An individual cannot independently process a grievance under the CBA between union and employer. Request for arbitration hearing on merits of the discharge denied

March, 2022

BMS #	Employer/Union	Arbitrator	Issue	Details	Award*	Basis/Argument
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February, 2022

BMS #	Employer/Union	Arbitrator	Issue	Details	Award*	Basis/Argument
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22PA0604	Minnesota Management and Budget AFSCME Council 5	Beens, Richard	Holiday Pay	Zoo staff previously allowed to bank holiday straight time & premium time (1.5 actual hours worked) into compensatory time bank. Violation of FLSA discovered and grievance filed when practice discontinued.	Denied	Contract language overly broad and contrary to federal law. ER put Union on notice twice it revoked consent to past practice.
22HA0002	North Shore Health (Cook County) SEIU Healthcare	Beens, Richard	Termination	Grievant had series of disciplinary actions for tardiness, ignoring of assigned tasks, violation of daily med check policy, patient abandonment, and falsification of records.	Denied	Employer followed progressive discipline and had cause to terminate for series of egregious policy violations. Grievant did not accept responsibility or appear to show remorse for actions/attitudes.
21PA1010	St. Paul Public Schools ISD 625 Teamsters Local 320	Remington, John	Quarantine Leave	Union argued absent specific language up to 10 days quarantine leave should be granted per incident. ER position is that the maximum of 10 days is per contract duration and other leave time available for use if needed.	Denied	Employer did not violate the CBA by denying grievant Quarantine/Catastrophic leave time in excess of the 10 days provided and used.
22POA0516	Minnesota Management and Budget MN State Patrol Troopers Association	Gaertner, Susan	Termination	State Trooper discharged for falsifying commercial vehicle inspection reports, failure to pull vehicles with serious violations out of service and turning off squad cam video during drivers encounters creating safety risk and violation of public trust.	Denied	Despite no previous discipline history, ER had just cause to terminate for serious misconduct.
20PA2458	MN Judicial Branch Teamsters Local 320	Biggar, David M.	Contract Grievance	Union filed grievance because ER will not permit judge to change court reporter's pay from one step to another on negotiated salary schedule. Further complaints that some judges hiring new reporters at higher step than current tenured reporters.	Denied	No authority for judges to modify their court reporter wage rate after the reporter has been hired. Therefore no basis to find the ER violated the CBA by refusing to allow judge to adjust wages.

January, 2022

BMS #	Employer/Union	Arbitrator	Issue	Details	Award*	Basis/Argument
22PA0729	Hennepin County AFSCME Council 5	Beens, Richard A.	Work Schedules	Union argued ER designee did not have the authority to close an office site impacted by power outage and possible gas leak.	Denied	ER designee authorized to close offices when determines an emergency situation exists.
22PA0341	Metro Transit ATU 1005	Altman, Robert	15 Day Suspension 10 Day Suspension	Case involved 2 disciplines and grievances related to multiple violations of Ers Cell Phone Policy. No dispute of use of phone, just level of discipline.	Denied	ERs consistent enforcement of cell phone policy justified. Grievant's reprehensible behavior during investigation did not compel a reduction in length of discipline.
22PA0426	Metro Transit ATU 1005	O'Toole, Carol Berg	Termination	Operator terminated for seeking permission to work overtime verbally from dispatcher rather than seeking written authorization from Rail Control Center Staff. ER viewed as theft of time. Union argued policy unclear	Sustained	Reinstated with no back-pay. Ers lack of training, and unavailble Rail Control Center Staff led to understandable confusion on authorization process for overtime. Could have been more careful, but not theft.
22PA0549	Hennepin County AFSCME Council 5	Jacobs, Jeffrey W.	Written Reprimand	Grievant issued written reprimand after multiple coaching and counseling sessions and multiple PIPS realted to lack of timely case documentation, case closure and time management. Union argued grievant was confused over expectations and possible consequences.	Denied	Employer had just cause and followed progressive discipline in dealing with on-going unaddressed performance issues.
22VP0003	MMB MDVA Teamsters Local 1B	Befort, Stephen F.	Termination	Recreation Program Assistant terminated for accepting wedding gift from resident in violation of Statewide Code of Ethics policy. Union argued did not solicit money, Vet was not cognitively impaired, and not clear policy applied to wedding gifts.	Sustained in part	30 day unpaid suspension appropriate progressive discipline for error in judgement rather than intentional malfeasance.