

Public Sector Union Arbitration Award Summary by Arbitrator Last Name

Ashford	Pearson
Barnes	Rehmus
Becker	Roumell
Beitner	Schneider
Bishop	Shaw
Block	St. Antoine
Borushko	Stratton
Brodsky	Sugerman
Brooks	VanDagens
Brown	Wilson
Chiesa	Wolkinson
Clary	Wright
Cook	Simeri
Daniel	
Dobry	
Easter	
Frankland	
Franklin	
Frost	
Gaba	
Girolamo	
Glazer	
Glendon	
Goldman	
Grissom	
Groty	
House	
Hornberger	
Jacobs	
Jason	
R Kahn	
Kanner	
Kelman	
Knott	
Lyons	
Mazurak	
McCormick	
McDonald	
Moberly	
O'Toole	
Paton	

Patton	
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Private Sector Union Arbitration Award Summaries by Arbitrator Last Name

Abernethy	Nevins
Ables	O'Brien
Bloch	Parnell
Bocken	Popular II
Boyer Jr.	Render
Buchheit	Rubin
Chairman	Seidenberg
Cohen	Shaw
Conant	Sickles
Creo	Simeri
Damon Jr.	Steinberg
Das	Van Wart
Denenberg	Vernon
Densenberg	Walsh
Dunsford	Williams
Edgett	Wittenberg
Eischen	Zigman
Epstein	Zumas
Feigenbaum	
Fisher	
Fredenberger Jr.	
Gentile	
Gilson	
Gootnick	
Harris	
Heekin	
Helburn	
Hockenberry	
Holden	
Hornberger	
Horowitz	
Jones	
Kasher	
Lane	
Larocco	
Libkuman	
Liebowitz	
Muessig	

Public Sector Union Award Summaries

Ashford

Case: Ashford 1

Whether or not the Employer had **just cause** to **discharge** an employee for the possession of firearms and **workplace violence**? Grievance denied.

Barnes

Case: Barnes 1

Whether the employer violated the CBA when it required police officers to perform the duties of a sergeant without the **pay** or rank of a sergeant? Grievance granted.

Case: Barnes 2

Whether the employer had **just cause** to **discharge** a Corrections officer holding the position of Deputy who had been employed for two and one-half years with the County? (Reasons for discharge were "**unlawful drug use and untruthful responses** during an internal investigation.") Grievance granted in part and denied in part.

Case: Barnes 3

Whether the employer had **just cause** to **suspend** an officer for alleged **illegal activity** while it waited for the criminal matter to be decided? Grievance granted in part and denied in part.

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Becker

Case: Becker 1

Whether or not the fire department had a right to prohibit the wearing of earrings? Grievance denied.

Case: Becker 2

Whether or not the bargaining contract prohibits the Employer from unilaterally **reducing the average work week** to less than 40 hours of work and pay in order to balance the city budget? Grievance granted in part and denied in part.

Case: Becker 3

Whether or not the employer violated a **supplemental agreement** by misinterpreting the 24 hour **schedule** language in the agreement? Grievance denied.

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Beitner

Case: Beitner 1

Whether or not the employer had the contractual right to deny the grievant an **alternative work schedule**? Grievance granted.

Case: Beitner 2

Whether the employer violated the CBA when it failed to hire the grievant for a **coaching position** even though the grievant met all of the requirements of the **job description**? Grievance granted.

Case: Beitner 3

1. Whether or not the grievance was **filed in a timely fashion** - is the grievance **arbitrable**?
The grievance was not filed timely but it was ongoing and was therefore found arbitrable.
2. Whether the settlement agreement for a full time position was violated? Grievance denied.
3. Whether the employer used seasonal workers to avoid hiring full time **bargaining unit** employees. Grievance denied.

Case: Beitner 4

Whether or not the employer was justified in **assigning duties** to employees that were not listed in their job descriptions? Grievance denied.

Case: Beitner 5

Whether or not the fire department violated the contract or ignored **past practice** when it made an assignment to Battalion Chief by ignoring "rank **seniority**"? Grievance granted.

Case: Beitner 6

Whether or not the grievance was filed in a timely fashion? Grievance was not filed in a timely fashion. The grievant knew of the overtime distribution and failed to grieve his claim of a contract violation as required by the CBA.

Case: Beitner 7

Whether or not the employer had **just cause** to suspend the grievant for five days for refusing to obey an order, using abusive language and disrupting a training session? The suspension was reduced to 3 days.

Case: Beitner 8

Whether or not the employer had **just cause** to suspend the grievant (a snow plow driver) for three days for violation of city rules? Grievance granted.

Case: Beitner 9

Whether or not the Employer had cause to deny the Grievant a merit pay increase? Grievance granted.

Case: Beitner 10

Whether or not the Employer violated the collective bargaining agreement by laying off the Grievant? Grievance denied.

Case: Beitner 11

Whether or not the Employer violates the collective bargaining agreement by participating in the "work release program" of the District Court? Grievance denied.

Case: Beitner 12

Whether or not the employer violated the CBA when it did not grant employees the required overtime and ignored the "voluntary overtime system"? Yes, the employer violated the CBA.

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Bishop**Case: Bishop 1**

Whether the employer had **just cause to terminate** the employee for **willful disobedience, unprofessional conduct, misuse of property and falsifying records**? The grievance was granted in part and denied in part. (No termination and no back pay)

Case: Bishop 2

Whether or not the **layoff of a police officer** violated the CBA? Grievance denied.

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Block**Case: Block 1**

Whether or not the Employer had just cause to suspend the grievant for two days for disorderly conduct? Grievance denied.

Case: Block 2

Whether or not the Employer violated the CBA when hiring an individual rather than others? Grievance denied.

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Borushko

Case: Borushko 1

Whether or not the employer misapplied contract language in determining the amount of refund due the union as a result of switching to a less expensive **health care plan**? Grievance granted.

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Brodsky

Case: Brodsky 1

Whether the employer **violated the CBA** by not granting **bereavement leave** to the grievant? Grievance granted.

Case: Brodsky 2

Whether or not the employer **just cause** in **discharging** an employee for failing to comply with the **drug testing** policy?

Case: Brodsky 3

Whether the employer had **just cause** to suspend a police officer for one day and **reimburse** the employer for the handgun when she reported that her department issued weapon had been stolen? Grievance denied.

Case: Brodsky 4

Whether or not the employer had just cause to terminate an employee for making hostile and violent threats? Grievance denied.

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Brooks

Case: Brooks 1

Whether or not the fire department had **just cause** to suspend a fire fighter for two days for insubordinate language? Grievance denied.

Case: Brooks 2

Whether or not the employer violated the agreement by denying an employee's request for residency requirement waiver? The grievance was denied.

Case: Brooks 3

Whether the method the Employer used to compute the previously demoted grievant's anniversary date to her restored position was correct? Yes, the employer used the correct anniversary date so the grievance was denied.

Case: Brooks 4

Whether or not the employer failed to properly notify the grievant that the meeting with her supervisor might lead to discipline? The grievance was denied because the original meeting was a police investigation not an employer's investigatory interview.

Case: Brooks 5

Whether or not the employer violated the CBA by denying employee payment of accumulated sick leave? The grievance was granted.

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Brown**Case: Brown 1**

Whether the employer had **just cause** to **discharge** an officer for the alleged **mistreatment of a prisoner**? Grievance granted.

Case: Brown 2

Whether the employer violated the CBA when it failed to **post** a position and it appointed an employee to the position with less **seniority** than the grievant? Grievance denied.

Case: Brown 3

Whether the employer violated the CBA when it made the grievant use **sick leave** for a **work related injury**? Grievance denied.

Case: Brown 4

Whether grievant was improperly denied **overtime work/pay**? Grievance granted.

Case: Brown 5

Whether the employer had **just cause to discharge** an employee for **indecentcy at work**? Grievance denied.

Case: Brown 6

Whether or not the fire department violated the CBA when it required personnel to regularly complete complex fire reports without proper **training**? Grievance granted in part and denied in part.

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Chiesa**Case: Chiesa 1**

Whether the employer had **just cause to terminate** an employee who was **intoxicated**, used **profane and abusive language** and was also **physically abusive**? Grievance denied.

Case: Chiesa 2

Whether the employer **discriminated** in its application of the “**call-in-pay**” provision of the CBA? Grievance denied.

Case: Chiesa 3

Whether the employer violated the CBA by placing the grievant in the wrong **salary grade**? Grievance denied.

Case: Chiesa 4

Whether the Employer violated the CBA in the way that it allocated **overtime**? Grievance granted.

Case: Chiesa 5

Whether the employer had **just cause** to **suspend** the grievant for failing to follow the directive of a supervisor (**insubordination**)? Grievant granted in part and denied in part.

Case: Chiesa 6

Whether or not the employer was justified in compelling an employee to adjust her **schedule** to avoid paying her **overtime**? Grievance denied.

Case: Chiesa 7

Whether or not the employer used seasonal workers to avoid hiring full time **bargaining unit** employees? Grievance denied.

Case: Chiesa 8

Whether or not the employer breached the CBA when it required an employee to return to his former position once he was eligible for the position again rather than allow him to stay in his current position? (Grievant had lost his former position and license due to a drunk driving infraction). Grievance denied.

Case: Chiesa 9

Whether or not the employer had **just cause** to discharge an employee for disregarding a superior's directive and engaging in misconduct at work? Grievance denied.

Case: Chiesa 10

Whether or not the employer violated the agreement when it denied dispatchers the use of television and video recorders for entertainment purposes? Grievance granted.

Case: Chiesa 11

Whether or not the employer violated the CBA in terminating an employee that tested positive for marijuana use? Grievance denied.

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Clary

Case: Clary 1

Whether or not employee filed letter of grievance in time in accordance with their suspension? Grievance denied.

Cook

Case: Cook 1

Whether or not the Grievant (a fire fighter) is entitled to extra pay when a holiday occurs during the employee's vacation? Grievance denied.

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Daniel

Case: Daniel 1

Whether or not the employer was justified in applying the leaves of absence policy outlined in the contract and denying the requests of the grievants by ignoring past practice? Grievance granted in part.

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Dobry

Case: Dobry 1

Whether or not the employer had just cause to terminate a correction officer for falsifying records about a jail cell check. Grievance denied in part and granted in part.

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Easter

Case: Easter 1

Whether the case was **arbitrable**? Grievance was granted. Whether the employee was discharged for **just cause (alleged abuse of patient)**. Grievance denied. Whether employer could receive **attorney fees**? Employers request for attorney fees was denied.

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Franklin

Case: Franklin 1

Whether the employer had **just cause** to give the grievant, a police lieutenant, a **written warning** for speaking to a defense attorney? Grievance granted.

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Frankland

Case: Frankland 1

Whether the employer had **just cause to suspend** grievant for **10 days** for violating the employer's **anti-smoking policy**? Grievance denied.

Case: Frankland 2

Whether or not the grievance is **arbitrable** under the terms of the Agreement? Grievance denied.

Case: Frankland 3

Whether the employer had **just cause to discharge** the grievant for violating recipient rights of clients? Grievance denied.

Case: Frankland 4

1. Whether the grievance was untimely filed and should therefore be dismissed without a hearing. Grievance should be heard.
2. Whether the grievant had the right to **hold the arbitration** hearing in abeyance until after the criminal matter is concluded. Arbitration may be heard prior to conclusion of criminal matter involving grievant.

Case: Frankland 5

Whether the grievance is **arbitrable**? The grievance is not arbitrable.

Case: Frankland 6

1. Whether or not the grievance is **arbitrable**? The grievance is not arbitrable.
2. Whether or not the employer violated the CBA by refusing to **grant vacation** to the grievant? Grievance denied.

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Frost

Case: Frost 1

Whether the Employer violated the contract when it declined to pay half of the **life insurance premium** for **retired employees**? Grievance denied.

Case: Frost 2

Whether or not the Employer violated the Agreement when it denied employee to use of a **sick day** for a family member because it was not an acute critical illness? Grievance denied.

Case: Frost 3

Whether or not the Employer violated the Agreement when no **acting assignment** was made for the Fire Investigator vacancy that had not been permanently filled for an extended period of time? Grievance granted.

Case: Frost 4

1. Whether or not the Fire Department is required to reimburse employees for time worked for another employee under a Disability Agreement? Grievance denied.
2. Whether or not the Fire Department should reimburse an employee for **sick leave** and vacation days exhausted prior to his going on **Disability**? Grievance denied.

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Gaba

Case: Gaba 1

Whether the employer had **just cause** to terminate an employee who used **profanity against a supervisor and threw something at the supervisor**? Grievance denied. *(Note this is not a Michigan case but rather a private arbitration case. The resume of the arbitrator is included with the award. The award has good language about standards for just cause.)*

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Girolamo

Case: Girolamo 1

Whether the employer violated the CBA when it refused to give an employee **out of class pay**? Grievance granted.

Case: Girolamo 2

Whether the employer violated the CBA when it **involuntarily transferred** a secretary/receptionist from a high school to a middle school? Grievance granted.

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Glazer

Case: Glazer 1

Whether **court employee** who was **continually late** and made mistakes with warrants was terminated for **just cause**? Grievance Denied.

Case: Glazer 2

Whether the employer had **just cause** to terminate a **cashier** who allegedly did not require a customer to pay for food? Grievance Granted.

Case: Glazer 3

Whether the employer had **just cause** to suspend an **off duty police officer** for allegedly acting in a drunk and disorderly manner in a public place? Grievance granted in part. Suspension reduced.

Case: Glazer 4

Whether the **Sheriff** violated the CBA when he failed to pay for Peace Officer Certification requirements? Grievance granted.

Case: Glazer 5

Whether an employee was improperly denied **sick time**? Grievance denied.

Case: Glazer 6

Whether the grievant should have been **returned to work** after employer's physician conducted a **medical examination** and determined that he continued to have **alcohol problems**. Grievance granted in part and denied in part. Arbitrator retained jurisdiction.

Case: Glazer 7

1. Whether the grievance was filed in a **timely** manner? Grievance was timely filed.
2. Whether the employer violated the contract when it failed to permanently **promote** the grievant to captain. Grievance denied.

Case: Glazer 8

Whether the **reduction in work hours** in a university department was a violation of the contract? Grievance denied.

Case: Glazer 9

Whether or not the grievant improperly denied a preference for an **overtime assignment**, and if so, what should be the remedy? Grievance denied.

Case: Glazer 10

Whether or not the employer had **just cause** to **terminate** the grievant for excessive **absenteeism**? (NOTE: **FMLA** was also discussed.) Grievance was granted in part and denied in part. (Reinstatement without back pay or benefits.)

Case: Glazer 11

Whether or not the employer had **just cause** to **discharge** of the grievant for violation of the **anti-harassment policy**, and if not, what should be the remedy? Granted in part and denied in part (Reinstatement without back pay/ benefits.).

Case: Glazer 12

Whether or not the contract was violated when a **work was placed at one plant rather another?** Grievance denied.

Case: Glazer 13

1. Whether the case is **arbitrable**? Grievance Granted.
2. Whether the employer had **just cause** to **change the shift** of the employee? Grievance granted in part (employee was reimbursed for shift premium) and grievance denied in part (employee was not reimbursed for such things as **attorney fees** and medical bills.)

Case: Glazer 14

Whether or not the employer violated the contract when it refused to **schedule** an employee on a holiday? Grievance denied.

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Glendon

Case: Glendon 1

Whether the employer had **just cause** to **demote** a 16 year officer (6 years at police sergeant rank) for alleged **failure to perform duties in a competent manner** and **conduct unbecoming an officer?** Grievance granted.

Case: Glendon 2

Whether the employer had **just cause** to give a teacher a **letter of warning** for arriving **late** to school and leaving her **class unattended?** Grievance granted.

Case: Glendon 3

Whether the employer violated the CBA when it discontinued one **health insurance plan** and replaced it with another insurance plan? Grievance granted.

Case: Glendon 4

Whether the employer violated the CBA when it bypassed the grievant for a **less senior** bidder? (Maintenance Worker I Position) Grievance granted.

Goldman

Case: Goldman 1

Whether the employer had **just cause** to **terminate** an employee for a **misdemeanor conviction** (obtaining a controlled substance with a false prescription)? Grievance granted.

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Grissom

Case: Grissom 1

Whether or not the employer violated the CBA when it refused to allow the grievant (school psychologist) to **rescind her letter of resignation**? Grievance denied.

Case: Grissom 2

Whether the employer had **just cause** to **suspend** the grievant for 3 **days** for **lost keys**? Grievance denied.

Case: Grissom 3

Whether or not the employer had **just cause** to **suspend** the employee for improper behavior at the workplace?

Case: Grissom 4

Whether or not the Fire Department violated the collective bargaining Agreement and/or a binding **past practice** by extending the eligibility deadline for an examination thereby allowing a Captain to the exam for Battalion Chief? (Captain would be eligible in just a few additional days to take the exam.) Grievance denied.

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Groty

Case: Groty 1

Whether the **assignment** of the Grievant to teach two courses of U.S. History and two Language Arts classes complied with the terms of the Collective Bargaining Agreement? Grievance Denied.

Case: Groty 2

Whether the employer acted within the terms of the collective bargaining agreement in selecting a member of the bargaining unit with less **seniority** than the grievant for a vacant bus driver position? Grievance Denied.

Case: Groty 3

Whether the union filed for arbitration in accordance with the contract **time requirements**? Grievance Denied. Matter found not to be **arbitrable**.

Case: Groty 4

Whether the **reduction in work hours** of the grievant conformed to the terms and conditions of the contract? Grievance Denied.

Case: Groty 5

Whether the method the employer used for **pro rating insurance benefits** was in accordance with the ambiguous contract language? Grievance Denied.

Case: Groty 6

1. Whether the grievance was **timely filed**? Grievance was timely filed.
2. Whether the employer appropriately exercised its authority in determining that the **less senior candidate from outside the bargaining unit was more qualified** than the grievant? Grievance denied.

Case: Groty 7

Whether the terminations of a bus driver and an aide were for **just cause**? Both grievants were terminated for “**willful neglect of duty**” when a four year old child was left on bus? Grievance granted in part and denied in part.

Case: Groty 8

Whether employer had **just cause** to give teacher a **1 day suspension** for message to class about guns? Grievance denied.

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House**Case: House 1**

Whether or not the Fire Department violated the agreement when it denied holiday **pay** to employees who were on **vacation** on July 4? Grievance dismissed.

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Hornberger**Case: Hornberger 1**

Whether the employer had **just cause** to **suspend** an employee (Public Safety Officer) for eight work days because of insubordination and failure to respond to an alarm? Grievance denied, suspension upheld.

Case: Hornberger 2

Whether or not the issue of the school district posting for the positions of teachers who went on leave of absence is arbitrable under the Collective Bargaining Agreement and, if so, the district violated said CBA? Grievance found to not be arbitrable.

Case: Hornberger 3

Did the Employer violate the CBA when it did not pay employees 12 hours **holiday pay** where they were scheduled to work on a holiday and the plant did not operate? Grievance denied.

Case Hornberger 4

Whether the employer was wrongful in not **recalling** employees on **lay-off** because they had applied to receive their pensions, which the employer regarded as notice of their end of employment? Grievance denied.

Case Hornberger 5

Determining adequate **back pay** for an employee who was terminated without just cause.

Case Hornberger 6

Whether or not the Employer had **just cause** for terminating an employee who falsified FMLA documents. Grievance denied in part.

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Jacobs

Case: Jacobs 1

Whether the employer had **just cause** to **discharge** an employee who refused to provide a specific medical service to a patient? Grievance granted in part and denied in part.

Case: Jacobs 2

Whether the employer had **just cause** to **discharge** an employee for falsifying a time sheet (**overtime**)? Grievance granted in part and denied in part.

Case: Jacobs 3

Whether the employer had **just cause** to **discharge** an employee for engaging in **workplace violence**? Grievance granted in part and denied in part.

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Jason

Case: Jason 1

Whether the employer violated the CBA when it **assigned** more students than there were work stations? Grievance granted.

Case: Jason 2

Whether the employer had **just cause** to suspend the grievant for 2 days? Grievance denied.

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R Kahn

Case: R Kahn 1

Whether the employer violated the CBA when it awarded **sick bank days** to the grievant? Grievance granted in part and denied in part.

Case: R Kahn 2

Whether the employer violated the contract by withdrawing **benefits** (transportation to a parking area)? Case was returned to the parties for development of a better record.

Case: R Kahn 3

1. Whether the **scheduling** of employees was governed by a Memorandum of Understanding that was violated by the employer? Grievance granted.
2. What was the precise schedule agreed to by the parties? The grievance was neither granted nor denied.

Case: Kahn 5

Whether or not the fire department violated the CBA when it denied a **probationary** employee **union representation** at a meeting held to notify him of his termination? Grievance denied.

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Kanner

Case: Kanner 1

Whether employer had **just cause to terminate a probationary employee** who started fire? Grievance denied.

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Kelman

Case: Kelman 1

Whether or not the Employer had **just cause to discharge** two employees for violating the "**Workplace Violence Policy**"? Grievance denied.

Case: Kelman 2

Whether the employer violated the **fire fighters'** CBA in the manner in which it conducted the **promotion process**? Grievance denied.

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Knott

Case: Knott 1

Whether the grievance was **timely filed**? Grievance was not timely filed.

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Lyons

Case: Lyons 1

1. Whether the grievance was filed in a **timely** manner? Grievance was timely filed.
2. Whether the employer violated the contract when it failed to include “graders” in the bargaining unit? Grievance denied.

Case: Lyons 2

Whether the grievant, a 16 year police officer, was **discharged** for just cause? (Alleged defrauding of a credit card company.) Grievance is denied.

Case: Lyons 3

Whether the grievant, a 7 year police officer, was **discharged** for **just cause**? (Alleged knife cutting incident). Grievance is denied.

Case: Lyons 4

Whether the grievant, a 20 year deputy and an admitted alcoholic, was **discharged** for **just cause**? (Alleged drunken driving, use of firearm while under the influence and fleeing from police officers.) Grievance denied.

Case: Lyons 5

Whether the employer had **just cause** for a 3 day suspension of officer? (Alleged providing of special privileges to inmate.) Grievance granted.

Case: Lyons 6

Whether the employer had **just cause** for a 3 day suspension of an Athletic Facility Worker? (Alleged profanity towards other employees.) Grievance granted.

Case: Lyons 7

1. Whether the employer violated the contract when it required employees to work in a building with alleged “**sick building syndrome**?” Grievance granted.
2. Whether the employees should receive restoration of **sick leave**. Grievance granted.

Case: Lyons 8

Whether the employer violated the contract when it failed to provide an on campus theater and adequate set shop before relocating the Theatre Department? Grievance denied.

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Mazurak

Case: Mazurak 1

Whether the employer had **just cause** to **suspend** employee for **ten days** for taking state property? Grievance denied.

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McCormick

Case: McCormick 1

1. Whether the school district is required to **transfer teachers involuntarily** to assure the retention of those teachers with the most **seniority**? Grievance granted.
2. Whether the school district violated the CBA when it failed to **post job vacancies**? Grievance denied.

Case: McCormick 2

1. Whether or not the fire department's use of interviews for determining **promotions** violated the contract. Grievance denied.
2. Whether or not the fire department could ask questions about potential conflicts of interest with the union during the **interview** process. Grievance granted.

Case: McCormick 3

Whether or not the Fire Department violated the collective bargaining contract when it made a Long Term **Acting Assignment**? Grievance denied.

Case: McCormick 4

Whether or not the Fire Department violated the collective bargaining contract by **assigning** under water body recovery operations to a fire fighter rather than the police department? Grievance granted.

Case: McCormick 5

Whether or not the employer violated the agreement by placing an employee on a long term **acting assignment** rather than replace the Deputy Chief in a more timely fashion?

Case: McCormick 6

1. Did the Employer violate the collective bargaining agreement by calling back A shift personnel instead of B shift personnel?
2. Did the Employer violate the contract by treating A shift personnel as performing work "continuous with [their] **scheduled** work" and, therefore, entitled only to **overtime pay**, and not the higher of overtime pay for actual hours worked or regular pay for a minimum of four hours of work?

Case: McCormick 7

Whether or not the fire department had just cause to issue a firefighter a two-day, 24-hour per day, disciplinary suspension for backing up a fire truck too fast and causing considerable damage to the truck? Grievance denied.

Case: McCormick 8

Whether or not the Fire Department violated the collective bargaining contract by refusing to pay an Equipment Operator an ice rescue stipend? Grievance granted.

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McDonald

Case: McDonald 1

Whether the employer had **just cause** to **suspend** two police officers for their actions during the **detaining and chasing of suspects**? Grievance granted in part and denied in part.

Case: McDonald 2

1. Whether the grievance was **properly and timely filed**? Grievance was properly and timely filed.
2. Whether the employer failed to compensate the grievant (police officer) at an **appropriate salary rate**? Grievance denied.

Case: McDonald 3

Whether the employer violated the CBA when it appointed an employee to a **custodial position** who had less **seniority** than the grievant? Grievance granted.

Case: McDonald 4

Whether or not the employer had **just cause** to **discharge police officers** who engaged in **obscene** and **indecent conduct** while either on duty or on city property. Grievance denied. (Briefs also included for this case.)

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Moberly

Case: Moberly 1

Whether or not the Authority had just cause to terminate the grievant? Termination was ruled to not be with just cause, but discipline was found to be with just cause. Grievant was reinstated without back pay.

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Opperwall

Case: Opperwall 1

1. Whether the employee was covered by the CBA or was excluded as a **temporary employee**? Grievance granted.
2. Whether the employee was terminated for **just cause (insubordination)**? Grievance granted.

Case: Opperwall 2

Whether the employer violated the CBA when it denied the Association's **request for the academic transcripts** of two individuals hired to fill bargaining unit positions, in connection with the Association's processing of a grievance on behalf of another bargaining unit member? Grievance granted.

Case: Opperwall 3

Whether the employer had **just cause** to **terminate** the employee for **theft**? Grievance denied.

Case: Opperwall 4

Whether the **probationary employee** was **terminated** for **union activity**? (**Just cause** determined not to apply because employee was probationary.) Grievance denied.

Case: Opperwall 5

Whether or not the Employer violated the CBA by paying **health insurance premiums** for employees for 10 months when their work extended over a period of 11 months? Grievance denied.

Case: Opperwall 6

Whether the Employer violated the collective bargaining agreement by involuntarily assigning an employee to start the workday an hour earlier each morning (**change of schedule**)? Grievance denied.

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O'Toole

Case: O'Toole 1

Whether or not a cell phone policy of a Metro company was arbitrable? No, because the issue is a safety concern and is therefore not in condition to be arbitrated under the C.B.A.

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Paton

Case: Paton 1

Whether or not the employer had just cause to terminate an employee for failing to conduct block checks in regular intervals, missing block checks completely and falsifying the block check log book. The grievance was granted in part and denied in part.

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Patton

Case: Patton 1

Whether the university violated the CBA when it failed to appoint the most **senior** qualified candidate? Grievance denied.

Case: Patton 2

Whether the Employer violated the Agreement by assigning more students than work stations to science classes and by failing to consult with the Science Department Chair? Grievance granted in part and denied in part.

Case: Patton 3

Whether the Employer violated the contract by denying employee's request for tuition **reimbursement**?

Case: Patton 4

Whether the employer had **just cause** to terminate an employee for **theft**? Grievance denied.

Case: Patton 5

Whether the employer had the right to reduce the pay of employees when bumped into lower job classification? Grievance denied.

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Pearson

Case: Pearson 1

1. Whether or not the issue is arbitrable? Grievance denied.
2. Whether or not, under the Agreement and past practice, the employer had the right to develop and implement the new Jail Overtime Posting policy? Grievance denied.

Rehmus

Case: Rehmus 1

Whether the **assignment of full-time duties to part-time employees** was a violation of the Agreement? Grievance granted.

Whether **punitive damages** are forbidden by the Agreement? Grievance denied.

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Roumell

Case: Roumell 1

Whether the employer had **just cause** to give an employee a **5 day suspension** for failing to disclose his criminal record on an application form? Grievance is denied.

Schneider

Case: Schneider 1

Whether the employer had **just cause** to **terminate** a day housekeeper because he failed to change his behavior after receiving numerous corrective actions? Grievance denied.

Case: Schneider 2

Whether the employer had **just cause** to **suspend** an employee for **14 days** for numerous attendance problems? Grievance denied.

Case: Schneider 3

Whether the employer violated the CBA when it charged the grievant with 8.0 hours of **annual leave**? (Grievant failed to report for work due to storm and power outage.) Grievance granted.

Case: Schneider 4

Whether the employer had **just cause** to issue a **letter of warning** to the grievant for conduct unbecoming? (Grievant used **profanity**.) Grievance denied.

Case: Schneider 5

Whether the employer had **just cause** to issue a **notice of suspension** to grievant for numerous **absences** from work? Grievance denied.

Case: Schneider 6

Whether the employer had **just cause** to issue grievant a **letter of warning** for irregular **attendance**? Grievance denied.

Case: Schneider 7

Whether the employer violated the CBA when it implemented a **holiday work schedule**?
Grievance denied.

Case: Schneider 8

Whether the ER had **just cause** to give the grievant a **second letter of warning** after **multiple absences** subsequent to the first letter of warning? Grievance denied.

Case: Schneider 9

Whether the Employer **violated the terms and conditions of the CBA** by altering **employee deductions for health insurance premiums**? Grievance denied.

Case: Schneider 10

Whether the ER **violated the CBA** when it refused to allow a **diabetic employee** to **return to work**? Grievance granted.

Case: Schneider 11

Whether or not the Employer had **just cause** to issue the grievant a letter of warning for using **profanity** on the job?

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Simeri**Case: Simeri 1**

Whether or not the employer had **just cause** to **discharge** the grievant for his past **driving records**? Grievance Denied

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Shaw**Case: Shaw 1**

1. Whether or not the issue is arbitrable. Yes, the issue is arbitrable.
2. Whether or not the employer violated a supplemental agreement to the CBA? Grievance Granted.

Case: Shaw 2

Whether or not the employer had just cause to terminate an employee who was placed on medical leave for an indefinite period of time? Grievances granted in part and denied in part.

1. Grievant would be reinstated to former position because there was no just cause for termination.
2. There was just cause for a suspension because the grievant disregarded medical records required by the CBA.

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St. Antoine**Case: St. Antoine 1**

Whether or not the employer violated the Agreement when it denied an employee a **personal leave** day? Grievance denied.

Case: St. Antoine 2

Whether or not the Employer violated the Agreement when it made long term acting assignments certain employees to certain positions? Grievance granted in part and denied in part.

Case: St. Antoine 3

Whether or not the Fire Department violated the CBA by allowing three candidates to take the **promotional exam** for Fire Captain? Grievance denied in part and granted in part.

Case: St. Antoine 4

Whether or not the Employer violated the Agreement, or binding **past practices** under it, when its Civil Service Board unilaterally reduced the service requirements needed for **promotion** to Battalion Fire Chief or Fire Captain? Grievance denied.

Case: St. Antoine 5

Whether or not the Employer violated the CBA when it denied employees (union officials) **paid release time** to be present for a court hearing regarding an injunction? Grievance granted in part and denied in part.

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Stieber

Case: Stieber 1

Whether the employer violated the CBA when it failed to subject the \$.30 per hour **pay** increase contained in the contract to subsequent general pay increases? Grievance granted.

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Stratton

Case: Stratton 1

Whether or not the employer violated the CBA by refusing to reopen the Agreement following an increase in the annual **health insurance premiums**? Grievance denied.

Case: Stratton 2

Whether or not the employer violated the CBA by not paying **overtime** to an employee who worked on a holiday at an agreed upon rate? Grievance granted.

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Sugerman

Case: Sugerman 1

Whether or not the Employer violated the CBA when it compelled an employee to teach a reduced load over two semesters (**Teaching Schedules**)? Grievance granted.

Case: Sugerman 2

1. Whether there a vacancy for a regular teacher? Grievance granted.
2. If so, did the Employer violate the CBA by failing to honor the teacher's transfer request and install her in the position? Grievance granted

VanDagens

Case: VanDagens 1

1. Whether or not the grievance **arbitrable**? Yes, grievance is arbitrable.
2. Whether or not the Employer violated the collective bargaining agreement when it failed to provide Grievant with **health insurance** upon his retirement? Grievance denied.

Case: VanDagens 2

Whether or not the County violated the collective bargaining agreement when it capped Grievant's "old" **sick bank hours** for purposes of payout at retirement? Grievance granted.

Case: VanDagens 3

Whether or not the Employer had just cause to terminate the employment of Grievant for **sleeping on the job**? Grievance denied.

Case: VanDagens 4

Whether or not the Employer had just cause to discipline or terminate the employment of Grievant for failure to follow regulations and treat students with dignity and respect? Grievance granted in part, for discipline but not termination.

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Walt**Case: Walt 1**

1. Whether or not the employer was justified in passing over a more senior fire fighter in order to obtain an employee with EMT certification? Grievance granted.
2. Whether or not the employer was justified in the scheduling of voluntary EMT training during limited duty time.
3. Whether or not the employer violated the CBA when it transferred fire fighting equipment and fire fighters "to cover for machines being sent to the training center for class room activities"? Grievance denied.

Wilson**Case: Wilson 1**

Whether or not the employer violated the CBA when it refused to **reimburse** an employee for **mileage**? Grievance denied.

Case: Wilson 2

Whether the employee was entitled to a **meal allowance**? Grievance denied.

Case: Wilson 3

Whether the Employer violated the parties' collective bargaining agreement by failing to properly **schedule** employees to work the Martin Luther King, Jr. **holiday**? Arbitrator retains jurisdiction to allow parties to comply with award in accordance with opinion.

Wolkinson

Case: Wolkinson 1

Whether the employer violated the CBA when it **refused unions request** for time and attendance records? Grievance granted.

Case: Wolkinson 2

Whether or not the Employer violated the Grievant's contractual rights by involuntarily assigning him to a work location and by failing to honor his request for reassignment back to his former work location? Grievance granted.

Case: Wolkinson 3

Whether or not the Employer violated the contract when it recruited applicants from outside the bargaining unit to test and qualify for the position of Fire Marshal? Grievance granted.

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Wright

Case: Wright 1

Whether or not the employer had **just cause** to suspend the grievant for 5 days and then terminate the grievant for refusing to perform certain duties during her pregnancy? Grievance denied.

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Vivenzio

Case: Vivenzio 1

Whether or not the employer had just cause for terminating the employee for using employer computer to view pornography, including websites containing child pornography? Yes, the employer's termination of the employee was found to be justified.

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Private Sector Union Award Summaries

Abernethy

Case: Abernethy 1

Whether or not the airline employer discharged the employee for falsifying overtime? Grievance Granted.

Case: Abernethy 2

Whether or not the Employer violated the Agreement by forcing Employees to wear shoes they are not reimbursed for? Grievance Denied.

Case: Abernethy 3

Whether or not the Employer had just cause to discharge the employee for several safety violations? Grievance Denied.

Case: Abernethy 4

Whether or not the employer violated the contract by issuing an employee from a merged company an Employer seniority date and classification seniority date different from that suggested by the Union? Grievance Denied.

Case: Abernethy 5

Whether or not the employer had just cause to discharge an employee for falsifying time cards and punching out other employees? Grievance Denied.

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Ables

Case: Ables 1

Whether or not the employee received a fair and impartial hearing? Grievance Granted.

Case: Ables 2

Whether or not the employer had just cause to discharge an employee who tested positive for illegal drugs? Grievance Denied in part.

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Bloch

Case: Bloch 1

Whether or not the employer had **just cause** to **discharge** an employee who tested positive for illegal drugs? Grievance Denied.

Case: Bloch 2

Whether or not the employer violated the collective bargaining agreement by selling off its food service operations and not enforcing **successorship agreements** for the Union employees? Grievance Denied.

Case: Bloch 3

Whether or not the employer had **just cause** to **discharge** an employee for stealing a microwave? Grievance Denied.

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Bocken

Case: Bocken 1

Whether or not the employer had **just cause** to **discharge** the employee for taking **unauthorized absences**? Grievance Denied

Case: Bocken 2

Whether or not the employer had **just cause** to **discharge** an employee for harassing and **threatening** another employee? Grievance Denied.

Case: Bocken 3

Whether or not the employer had **just cause** to **discharge** an employee for striking and **threatening** another employee? Grievance Denied.

Case: Bocken 4

Whether or not the employer had **just cause** to **discharge** an employee for **excessive absences**? Grievance Denied.

Case: Bocken 5

Whether or not the employer had **just cause** to **discharge** an employee for not accepting a transfer position while on light duty assignment? Grievance Granted.

Case: Bocken 6

Whether or not the employer violated the **seniority provision** of the CBA by not granting an open position to the senior employee, because he failed of follow proper application procedures? Grievance Denied

Case: Bocken 7

Whether or not the employee received a **fair and impartial hearing**? Grievance Denied

Case: Bocken 8

Whether or not the employer had **just cause** to **discharge** an employee for punching out the time cards of five other employees? Grievance Denied.

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Boyer Jr.

Case: Boyer Jr. 1

Whether or not the Employer violated the CBA when it failed to **properly post and fill** Lead Mechanic vacancy? Grievance Granted.

Case: Boyer Jr. 2

Whether or not the employee was **discharged** for **just cause**, due to his chronic performance problems? (The award discusses **progressive discipline** in detail.) Grievance Denied.

Case: Boyer Jr. 3

Whether or not the employer had **just cause** to **discharge** an employee who removed materials from a dumpster for personal use? Grievance Granted.

Case: Boyer Jr. 4 Whether

or not the employer had **just cause** to **discharge** an employee for taking mini liquor bottles from the employer for a party? Grievance Granted.

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Buchheit

Case: Buchheit 1

Whether or not the employer violated the CBA by **posting a position** that had not been created in accordance with the contract? Grievance Granted. (This opinion also discusses the use of **seniority** for selection purposes.)

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Chairman

Case: Chairman 1

Whether or not the employer had **just cause** to **discharge** an employee for **theft**? Grievance Denied.

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Cohen

Case: Cohen 1

Whether or not the employer had **just cause** to **discharge** an employee for **threatening** the life of his supervisor? Grievance Denied.

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Conant

Case: Conant 1

Whether or not the System Board of Adjustment has the right to hear a grievance about the **assignment of bargaining unit work** to foreign employees; and if so, did this assignment violate the collective bargaining agreement? Grievance Denied.

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Creo

Case: Creo 1

Whether or not the employer violated the agreement when it refused to pay employees their accrued **vacation pay** after going out of business? Grievance Granted.

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Damon Jr.

Case: Damon Jr. 1

Whether or not the employer had **just cause** to **discharge** an employee for **sleeping on the job**? Grievance Denied.

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Das

Case: Das 1

Whether or not the employer violated the agreement when it did not schedule a Lead Utility man to a shift as required by the Agreement? Grievance Granted.

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Denenberg

Case: Denenberg 1

Whether or not the employer had **just cause** to **discharge** an employee for multiple performance problems and **misconduct**? Grievance Denied.

Case: Denenberg 2

Whether or not the employer had **just cause** to **discharge** an employee for repeated **absences** without proper notification? Grievance Granted.

Case: Denenberg 3

Whether or not the employer had **just cause** to **discharge** an employee for **several performance problems** and **safety** infractions? Grievance Denied.

Case: Denenberg 4

Whether or not the employer has **just cause** to **discharge** an employee for writing **threatening** comments about a supervisor in a common area? Grievance Granted.

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Densenberg

Case: Densenberg 1

Whether or not the employer had **just cause** to **discharge** an employee for **theft**? Grievance Denied.

Case: Densenberg 2

Whether or not the employee received a **fair investigation** and was **discharged** for **just cause (theft)**? Grievance Granted.

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Dunsford

Case: Dunsford 1

Whether or not the adopted **Letter of Agreement** suspends **pay progressions** for one year from each individual employee's date of hire? Grievance Denied

Case: Dunsford 2

Whether or not the employer violated the contract by **sub- contracting** janitorial work at one of its facilities? Grievance Denied.

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Edgett

Case: Edgett 1

Whether or not the employer violated the agreement by requiring an employee to remove a T-shirt that was believed to be offensive? Grievance Denied.

Case: Edgett 2

Whether or not the employer violated the contract by not **scheduling** the more senior employees (who were available for light duty) to work a **holiday**? Grievance Denied.

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Eischen

Case: Eischen 1

Whether or not the employer violated the CBA by establishing a **minimum qualification** for lead mechanic position? Grievance Denied.

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Epstein

Case: Epstein 1

Whether or not the employer violated the CBA by refusing to accept the **resignation** of an employee from the Crash and Fire Rescue Crew in order to be in compliance with federal regulations? Grievance Denied.

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Feigenbaum

Case: Feigenbaum 1

Whether or not the employer violated the agreement by changing the basis for employer **health care** contribution calculations? Grievance Granted.

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Fisher

Case: Fisher 1

Whether or not the conditional **resignation** of the employee took effect after he was accused of **sleeping on the job**? Grievance Denied. (Note: The employee signed a **sudden death/last chance agreement** that stated he would resign if he was caught sleeping again. He was caught sleeping again so the arbitrator found that his letter of resignation was valid.)

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Frendenberger Jr.

Case: Frendenberger Jr. 1

Whether or not the employee was **discharged** for **just cause** when he failed to follow fueling regulations? Grievance Denied.

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Gentile

Case: Gentile 1

Whether or not the employer had **just cause** to **discipline** an employee for misuse of **sick leave**? Grievance granted.

Case: Gentile 2

Whether or not the employer had **just cause** to **discharge** a 25 year employee for **theft** and dishonesty?

Grievance Denied

Case: Gentile 3

Whether or not the employer had **just cause** to **discharge** an employee for dependability issues? Grievance denied.

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Gilson

Case: Gilson 1

Whether or not the employee was **discharged** for **just cause (theft)**? Grievance Denied.

Case: Gilson 2

Whether or not the **discipline** imposed on the employee for failure to use proper judgment and leadership while completing cleaning duties was too severe? Grievance Granted (in part)/ Denied (in part)

Case: Gilson 3

Whether or not the employer had **just cause** to **discharge** an employee who had been involved in multiple confrontations and had made **threats** to others? Grievance Denied.

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Gootnick**Case: Gootnick 1**

Whether or not the employer violated the CBA when it refused to purchase the home of the grievant under the employer's relocation **benefit** plan? Grievance Denied.

Case: Gootnick 2

Whether or not the employer had **just cause** to issue a **written warning** to an Employee for **insubordination**? Grievance Denied.

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Harris**Case: Harris 1**

Whether or not the employer had **just cause** to **discharge** an employee for leaving work without talking to a supervisor? Grievance Denied.

Case: Harris 2

Whether or not the employer had **just cause** to **discharge** an employee for **vandalizing** cars in the parking lot? Grievance Denied.

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Heekin**Case: Heekin 1**

Whether or not the employer had **just cause** to **discharge** an employee for multiple offenses of **insubordination** and **destruction of employer property**? Grievance Denied.

Case: Heekin 2

Whether or not the employer has to accept a grievance that was not filed in a timely fashion?
Grievance Denied.

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Helburn**Case: Helburn 1**

Whether or not the employer had **just cause** to **discharge** an employee for taxiing a plane without approval, in the company of a non-employee? Grievance Granted

Case: Helburn 2

Whether or not the employer had **just cause** to **discharge** an employee who was caught **stealing** gas, and trying to cover it up? Grievance Denied.

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Hockenberry**Case: Hockenberry 1**

Whether or not the employer had **just cause** to **discharge** an employee who was caught **falsifying a worker's compensation** claim? Grievance Denied.

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Holden**Case: Holden 1**

Whether or not the employer had **just cause** to **subcontract** out **bargaining unit work**?
Grievance Denied.

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Hornberger**Case: Hornberger 1**

Whether or not the employer violated their CBA in not paying for 12 day **holiday leave**?
Grievance Denied

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Horowitz

Case: Horowitz 1

Whether or not the employer had **just cause** to **discharge** an employee who was **absent** for a prolonged period without properly notifying management? Grievance Denied.

Case: Horowitz 2

Whether or not the employer had **just cause** to **discharge** an employee who had been on **medical leave** for two years, and was not permitted to return to work? Grievance Denied.

Case: Horowitz 3

Whether or not the employer had **just cause** to **discharge** an employee who was caught **sleeping on the job**, after receiving a previous discipline? Grievance Denied.

Case: Horowitz 4

Whether or not the employer had **just cause** to **discharge** an employee who wrote **discriminatory** and **threatening** graffiti messages on the company's bathroom stalls? Grievance Denied.

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Jones

Case: Jones 1

Whether or not the employer had **just cause** to **discharge** an employee who reported to work **intoxicated**? Grievance Denied.

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Kasher

Case: Kasher 1

Whether or not the employer had **just cause** to **discharge** an employee who refused to return to work after **medical leave**? Grievance Denied.

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Lane

Case: Lane 1

Whether or not the employer had **just cause** to **suspend** an employee for three days due to improper **job performance**? Grievance Denied.

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Larocco

Case: Larocco 1

Whether or not the employer had **just cause** to **discharge** an employee for **threatening** a coworker, and attempting to hit her? Grievance Denied.

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Libkuman

Case: Libkuman 1

Whether or not the employer had **just cause** to **discharge** an employee for re-using flight coupons and depriving the company of revenue? Grievance Denied.

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Liebowitz

Case: Liebowitz 1

Whether or not the employer had **just cause** to **discharge** an employee for selling companion prices to non-employees and making a profit? Grievance Granted in part.

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Muessig

Case: Muessig 1

Whether or not the employer had **just cause** to **discharge** an employee for excessive **absences**? Grievance Denied.

Case: Muessig 2

Whether or not the employer had **just cause** to **suspend** an employee without pay who was being tried for child molestation, and should the employee receive **back pay** after being found innocent? Grievance Granted.

Case: Muessig 3

Whether or not the employer had **just cause** to **discharge** an employee who made death **threats** to managers and coworkers? Grievance Denied.

Case: Muessig 4

Whether or not the employer violated the Agreement when an employee, with the least amount of **overtime** worked, was bypassed for **overtime hours**, and what should be the remedy? Grievance Granted in part.

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Nevins

Case: Nevins 1

Whether or not the employer had **just cause** to **discharge** an employee who was seen eating food that belonged to the Employer, and perceived as being **threatening** when caught? Grievance Denied.

Case: Nevins 2

Whether or not the employer had **just cause** to **discharge** an employee for using **profanity** and intimidating coworkers? Grievance Granted.

Case: Nevins 3

Whether or not the employer had **just cause** to **discharge** an employee for shipping a package and charging it to the employer's account? Grievance Denied.

Case: Nevins 4

Whether or not the employer violated the Agreement by rejecting the more senior employee's bid for a job? Grievance Denied.

Case: Nevins 5

Whether or not the employer had **just cause** to **discharge** an employee who made remarks that were considered **threatening** to a supervisor? Grievance Granted.

Case: Nevins 6

Whether or not the employer had **just cause** to **discharge** an employee for engaging in conduct that is detrimental to the employer's relationship with customers? Grievance Denied.

Case: Nevins 7

Whether or not the employer had **just cause** to **terminate** an employee, on the **accelerated drug testing program**, who did not come in on her day off for a **drug test**? Grievance granted.

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O'Brien

Case: O'Brien 1

Whether or not the employer had **just cause** to **discharge** an employee who refused to return to work after a **medical leave**? Grievance Denied.

Case: O'Brien 2

Whether or not the employer had **just cause** to **discharge** an employee for remaining on **medical leave** despite an ability to return to work? Grievance Denied.

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Parnell**Case: Parnell 1**

Whether or not the employer had **just cause** to **discharge** an employee for punching out other employees' time cards? Grievance Denied.

Case: Parnell 2

Whether or not the employer had **just cause** to **discharge** an employee for not reporting sales and losing deposits? Grievance Denied.

Case: Parnell 3

Whether or not the employer had **just cause** to **discharge** an employee for **falsification** of **sick leave**? Grievance Denied.

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Popular II**Case: Popular II 1**

Whether or not the employer has the right to require **compulsory overtime**? Grievance Denied.

Case: Popular II 2

Whether or not the employer had **just cause** to **discharge** an employee for excessive **absences**? Grievance Granted in part and denied in part.

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Render**Case: Render 1**

Whether or not the employee **resigned** from his employment by participating in "gainful employment" while on **medical leave**? Grievance Denied.

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Rubin

Case: Rubin 1

Whether or not the employer had **just cause** to **discharge** an employee for leaving the work area after **excessive absences**? Grievance Denied.

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Seidenberg

Case: Seidenberg 1

Whether or not the employer had **just cause** to **discharge** an employee for filing **false reimbursement reports** for his stay at a motel during relocation? Grievance Granted in part.

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Shaw

Case: Shaw 1

Whether or not the employer had **just cause** to **discharge** an employee who did not follow the **sick day** call-in procedures? Grievance Granted.

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Sickles

Case: Sickles 1

Whether or not the employer violated the agreement when it **subcontracted** electrical work, instead of using **bargaining unit employees** for the job? Grievance Denied.

Case: Sickles 2

Whether or not the employer needs to provide a five-day notice to the Union prior to **filling a permanent position** which results from the filling of a **vacancy** under the preference system? Grievance Granted.

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Simeri

Case: Simeri 2

Whether or not the employer **violated the contract** when it changed the way it paid **holiday pay** for Memorial Day? Grievance Denied.

Case: Simeri 3

Whether or not there was a **contract violation** when the company **subcontracted work** to an outside company?

Grievance Sustained.

Case: Simeri 4

Whether or not the employer had **just cause** for a **one-day suspension** for employees vulgar language?

Grievance denied in part and sustained in part.

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Steinberg**Case: Steinberg 1**

Whether or not an employee, who **transferred** back into the **bargaining unit** from management, is entitled to eight additional **vacation days**? Grievance Granted.

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Van Wart**Case: Van Wart 1**

Whether or not the employer had **just cause** to **discharge** an employee for calling in sick when he was approved to work by his physician? Grievance Denied.

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Vernon**Case: Vernon 1**

Whether or not the employer is violated the contract by not allowing employees to continue to **smoke** in the maintenance facilities? Grievance Denied.

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Walsh**Case: Walsh 1**

Whether or not the employer had **just cause** to **suspend** an employee for **acting aggressively** towards other employees? Grievance Denied.

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Williams

Case: Williams 1

Whether or not the employer had **just cause** to **discharge** an employee who did not provide **medical documentation** for his **absences**? Grievance Denied.

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Witt

Case: Witt 1

Whether or not the employer had **just cause** to **suspend and terminate** an employee for **performance problems** and **threatening supervisors**? Grievance Denied.

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Wittenberg

Case: Wittenberg 1

Whether or not the employer had **just cause** to **discharge** an employee who falsified his reasons for the use of **sick leave**? Grievance Denied.

Case: Wittenberg 2

Whether or not the employer had **just cause** to **discharge** an employee for misuse of pass privileges? Grievance Denied.

Case: Wittenberg 3

Whether or not the employer had **just cause** to **discharge** an employee for **attendance problems** associated with **alcoholism**? Grievance Denied.

Case: Wittenberg 4

Whether or not the employer violated the contract when it refused to grant **occupational leave time** to an employee? Grievance Granted in part/denied in part.

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Zigman

Case: Zigman 1

Whether or not the employer violated the agreement when it refused to offer dual **medical coverage** to a full time employee and his wife (a part time employee)? Grievance Denied.

Case: Zigman 2

Whether or not the employer violated the agreement when it assigned an employee a **seniority date** after working 90 inconsecutive days as a senior agent, instead of the date when he began his trial period? Grievance Granted.

Case: Zigman 3

Whether or not the employer had **just cause** to **discharge** an employee for accepting **worker's compensation benefits**, although he did not follow the doctor's prescribed orders and did not return to work when able? Grievance Denied.

Case: Zigman 4

Whether or not the employer had **just cause** to **discharge** an employee for getting into a physical **altercation** with another employee? Grievance Denied.

Case: Zigman 5

Whether or not the employer had **just cause** to **discharge** an employee for **physically assaulting** another employee? Grievance Denied.

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Zumas

Case: Zumas 1

Whether or not the employer had **just cause** to **discharge** an employee for failure to return to light duty after **medical leave**? Grievance Denied.

Case: Zumas 2

Whether or not the employer had **just cause** to **discharge** an employee for removing passenger's items from a plane, and not reporting them to lost and found? Grievance Denied.

Case: Zumas 3

Whether or not the employer unfairly disqualified an employee from **overtime hours**? Grievance Denied.

Case: Zumas 4

Whether or not the grievant is entitled to reinstatement of **sick leave** for a work related injury?
Grievance Denied.

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