

Summary of Arbitration Awards by Issue:

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B. Summaries:

Absenteeism

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: 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.

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Acting Assignments

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: Beitner 10

Whether or not the Employer violated the collective bargaining agreement by laying off the Grievant? 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: 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 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?

Anti Harassment Policy

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 or benefits.)

Arbitrability (See also timeliness of grievance)

Case: Beitner 3

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.

Case: Clary 1

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

Case: Easter 1

Whether the case was **arbitrable**? Grievance granted.

Case: VanDagens 1

Whether or not the grievance **arbitrable**? Yes, grievance is arbitrable.

Case: Frankland 2

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

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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.

Case: Glazer 13

Whether the case is **arbitrable**? Grievance Granted.

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: 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.

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: 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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Assignments**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.

Attorney Fees**Case: Easter 1**

Whether employer who won just cause case had a right to **attorney fees**? The employer's request was denied.

Case: Glazer 13

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.)

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Bargaining Unit and Bargaining Unit Work

Case: Beitner 3

1. Whether the settlement agreement for a full time position was violated?
Grievance denied.
2. Whether the employer used seasonal workers to avoid hiring full time **bargaining unit** employees. Grievance denied.

Case: Chiesa 7

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

Case: Lyons 1

Whether the employer violated the contract when it failed to include “graders” in the **bargaining unit**? Grievance denied.

Case: Opperwall 1

Whether the employee was covered by the CBA or was excluded as a **temporary employee**? Grievance granted

Bargaining Unit and Hiring Practice

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.

Benefits

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: 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.

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.

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Case: Patton 3

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

Call back Time

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.

Civil Service Rules

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.

Constitutional Rights – 5th Amendment

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.

Damages

Case: Rehmus 1

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

Case: Glazer 13

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.)

Demotion

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.

Dereliction of Duty

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.

Disability

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.

Discharge

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.

Case: Brodsky 2

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

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Case: Frankland 3

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

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 or benefits.)

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.

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Case: Kelman 1

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

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.

Case: VanDagens 4

Whether or not the employer had just cause to discharge an employee for not following regulations and not treating students with dignity and respect? Grievance granted in part.

Discrimination – Family Status

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.

Dress Code

Case: Becker 1

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

Drug Testing

Case: Brodsky 2

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

Due Process – Procedure

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.

Falsifying Records

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.

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.

FMLA

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.)

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Health Insurance

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.

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: Groty 5

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

Case: Oppewall 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: Schneider 9

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

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: VanDagens 1

Whether or not the Employer violated the collective bargaining agreement when it failed to provide Grievant with **health insurance** upon his retirement? Grievance denied.

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Hiring

Case: Block 2

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

Information Request

Case: Wolkinson 1

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

Case: Oppewall 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.

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Insubordination

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.

Interviews

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.

Just Cause

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.

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.

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: Block 1

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

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 4

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

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: Brown 1

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

Case: Brown 5

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

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.

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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 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 11

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

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.

Case: Easter 1

Whether the grievant was discharged for **just cause** (**abuse of patient**)? Grievance denied.

Case: Frankland 3

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

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Case: Grissom 3

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

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: 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.

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: 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.

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.*)

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 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.)

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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 or benefits.)

Case: Glazer 13

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: 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: 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.

Case: Grissom 2

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

Case: Jason 2

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

Case: Kanner 1

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

Case: Kelman 1

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

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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: Mazurak 1

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

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: 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 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.

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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Case: Oppewall 1

Whether the employee was terminated for **just cause (insubordination)**? Grievance granted.

Case: Oppewall 3

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

Case: Oppewall 4

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

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.

Case: Patton 4

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

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.

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.

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 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 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 11

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

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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Just Cause- Discharge

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: 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.

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.

Case: Simeri 1

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

Case: Hornberger 6

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

Layoff and Recall

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: Bishop 2

Whether or not a **police officers layoff** was in violation of the CBA? 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.

Leave Time

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 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.

Case: Brodsky 1

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

Case: Brooks 5

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

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: 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.

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 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.

Case: Glazer 5

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

Case: Lyons 7

Whether the employees should receive restoration of **sick leave**? Grievance granted.

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: 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.

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Maintenance of Standards

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: 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.

Management Rights

Case: Beitner 10

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

Medical Exams

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: 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.

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

Mitigating Circumstances

Case: Block 1

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

New or Changed Jobs

Case: Walt 1

4. 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.
5. Whether or not the employer was justified in the scheduling of voluntary EMT training during limited duty time.
6. 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.

Obscene and Indecent Conduct

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.

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Overtime

Case: Chiesa 4

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

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: 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: 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: 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: 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.

Case: Walt 1

7. 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.
8. Whether or not the employer was justified in the scheduling of voluntary EMT training during limited duty time.
9. 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.

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Overtime and New Rules

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.

Overtime Pay

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.

Parole Evidence

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.

Past Practice

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 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: 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: 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 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 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: 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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Case: Glazer 14

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

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.

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.

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.

Pay (Also see Reimbursement below)

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: Beitner 9

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

Case: Brown 4

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

Case: Chiesa 2

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

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Case: Chiesa 3

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

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.

Case: Girolamo 1

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

Case: Glazer 4

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

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.

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 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.

Case: McDonald 2

Whether the employer failed to compensate the grievant (police officer) at an **appropriate salary rate**? 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.

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: 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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Pornography**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.

Postings and Promotions**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: 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 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: 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: 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: Glazer 7

Whether the employer violated the contract when it failed to permanently **promote** the grievant to captain? Grievance denied.

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.

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 6

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: Kelman 2

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

Case: McCormick 1

Whether the school district violated the CBA when it failed to **post job vacancies**? 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: 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.

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Probation**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.

Case: Oppewall 4

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

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Profanity**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?

Reduction in work hours**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: Groty 4

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

Case: Glazer 8

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

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Reimbursements

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: Patton 3

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

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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Residency Requirement

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.

Resignations

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.

Safety

Case: Becker 1

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

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Schedules

Case: Becker 3

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

Case: Beitner 1

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

Case: Brown 4

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

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: Glazer 14

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

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: McCormick 6

3. Did the Employer violate the collective bargaining agreement by calling back A shift personnel instead of B shift personnel?
4. 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: Oppewall 5

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.

Case: Schneider 7

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

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Seniority

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: 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: Glendon 4

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

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 6

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: McCormick 1

Whether the school district is required to **transfer teachers involuntarily** to assure the retention of those teachers with the most **seniority**? Grievance granted.

Case: Patton 1

Whether the university violated the CBA when it failed to appoint the most **senior** qualified candidate? 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: Walt 1

10. 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.
11. Whether or not the employer was justified in the scheduling of voluntary EMT training during limited duty time.
12. 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.

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.

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Seniority – Anniversary Date

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.

Shift Premium

Case: Glazer 13

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.)

Sick Building Syndrome

Case: Lyons 7

Whether the employer violated the contract when it required employees to work in a building with alleged “**sick building syndrome**?” Grievance granted.

Sleeping on the Job

Case: VanDagens 3

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

Supplemental Agreements

Case: Becker 3

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

Case: Shaw 1

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

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Suspension

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: 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: VanDagens 4

Whether or not the employer had just cause to discipline an employee for not following regulations and for not treating students with dignity and respect? Grievance granted, in part.

Teaching Assignments and Transfers

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.

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.

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Case: Jason 1

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

Case: McCormick 1

Whether the school district is required to **transfer teachers involuntarily** to assure the retention of those teachers with the most **seniority**? Grievance granted.

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.

Rehmus 1

Whether the **assignment of full-time duties to part-time employees** (college counselors) was a violation of the Agreement? 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

Teaching Schedules

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.

Termination

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.

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.

Timeliness of grievance

Case: Clary 1

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

Case: Glazer 7

Whether the grievance was filed in a **timely** manner? Grievance was timely filed.

Case: Groty 3

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

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Case: Groty 6

Whether the grievance was **timely filed**? Grievance was timely filed.

Case: Knott 1

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

Case: Lyons 1

Whether the grievance was filed in a **timely** manner? Grievance was timely filed.

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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.

Training

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.

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.

Transfers

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: 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.

Union Activity

Case: Opperwall 4

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

Union Representation

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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Work Assignments

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: 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.

Violation of Contract

Case: Brodsky 1

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

Case: Glazer 12

Whether or not the contract was violated when a CB line was placed at one plant rather than one in another city? 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: 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.

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Work Space

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.

Workplace Violence

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.

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.

Case: Kelman 1

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

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