

**BEFORE THE ARBITRATOR**

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In the Matter of the Arbitration Between

**UNIVERSITY OF MINNESOTA**

and

**AFSCME LOCALS 3800 & 3801  
COUNCIL 5, AFL-CIO  
CLERICAL & OFFICE UNIT**  
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**BMS Case No. 08-PA-0398  
Grievant:**

***APPEARANCES:***

**Shelley Carthen Watson**, Associate General Counsel, University of Minnesota, appearing on behalf of the University of Minnesota.

**Jeffrey Fowler**, Field Representative, AFSCME Council 5 appearing on behalf of AFSCME Locals 3800 & 3801, Clerical and Office Unit and the Grievant.

***JURISDICTION:***

The University of Minnesota, referred to herein as the University or the Employer, and AFSCME Locals 3800 & 3801, Council 5, AFL-CIO, Clerical and Office Unit, referred to herein as the Union, are parties to a collective bargaining agreement effective February 10, 2005 through June 30, 2007, which shall be automatically renewed from year to year thereafter, unless either party notifies the other of its desire to modify the agreement in accord with Article 36 of the collective bargaining agreement. Under this agreement, the undersigned was selected to decide a dispute that has occurred between them. Hearing was held on December 4 and 5, 2008 in Minneapolis, Minnesota. The parties, both present, were afforded full opportunity to be heard. Briefs were filed in this matter, the last of which was received on January 23, 2009. The parties agreed to extend the time line for issuing this decision.

**STATEMENT OF THE ISSUES:**

Is the grievance timely filed? If so, did the University have just cause to issue the Grievant an oral warning?

**RELEVANT CONTRACT LANGUAGE:**

**ARTICLE 21  
SETTLEMENT OF DISPUTES**

STATEMENT OF PHILOSOPHY The University and the Union recognize that from time to time work related problems will arise in employment relationships not specifically addressed in this agreement. Because solutions to these problems enhance the quality of work for employees and the effectiveness of the University's programs, the parties wish to encourage the expeditious resolution of such problems in the spirit of partnership and mutual respect.

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SECTION 1. GENERAL PROVISIONS

- A. A grievance shall be defined as an alleged violation of the expressed terms of this Agreement.
- B. The term "days" as used in this Article shall mean calendar days.
- C. Any member of University management referenced below may specify a designee at least at the next higher management level than where the prior step of the grievance was heard.
- D. To appeal disciplinary action resulting in discharge, a grievance shall be initiated at Step Two.
- E. Upon mutual written agreement between Human Resources and the Union, a grievance may be initiated at any Step in this procedure, or steps may be waived.

SECTION 2. PROBLEM SOLVING Employees and supervisors are encouraged to attempt to resolve on an informal basis, at the earliest opportunity, a problem that could lead to a grievance. If the matter is not resolved by informal discussion or a problem solving meeting does not occur, it may be settled in accordance with the grievance procedure. Unless mutually agreed between the Employer and the Union problem solving discussions shall not extend the deadlines for filing a grievance.

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SECTION 3. GRIEVANCE PROCEDURE Employees and supervisors are encouraged to attempt to resolve on an informal basis, at the earliest opportunity, a problem that could lead to a grievance. If the matter is not resolved by informal discussion or a problem solving meeting does not occur, it may be settled in accordance with the grievance procedure. (These informal discussions shall not extend the deadlines for filing a grievance.)

All written grievances shall contain the following (Step 1 grievances are not expected to be in writing and do not require detailing of the items listed below):

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Step One. The Union Steward alleging a violation of the express terms of the Agreement shall within twenty-one (21) calendar days of the event or knowledge of the event giving rise to the grievance, present to the appropriate supervisor a written request for a Step One meeting. If no problem solving meeting has been held pursuant to

Section 2 of this Article, the written request shall include a brief description of the issues of concern. If a problem solving meeting has been held, the grievance shall be reduced to writing and shall include the information listed in "a" through "e" of this Section prior to the scheduling of the grievance. This meeting shall be held within fourteen (14) calendar days of receipt of the request. The supervisor, employee(s), and Union steward shall attempt to resolve the grievance. If desired by the Supervisor, another member of management may be present so long as that person will not be hearing the grievance at Step Two, should it progress to that Step. The parties are limited to one (1) representative each present on Employer paid time, in addition to the grievant and the supervisor.

The supervisor shall respond to the grievance within a copy of the response to the Steward within fourteen (14) calendar days following the meeting. If the grievance remains unresolved, the Union may submit it to Step Two.

Step Two. The written grievance shall be filed with the head of the unit (or the supervisor at the next management level, if the head of the unit is the grievant's immediate supervisor) within fourteen (14) calendar days of when the Step One response was due and a copy shall be forwarded to the appropriate Human Resources Department. If no Step One response was given, the grievance shall be filed within fourteen (14) calendar days of when a Step One response was due. A representative of the appropriate Human Resources Department shall hold a meeting between the head of the unit, the grievance, and the designated union representative on Employer paid time to discuss and attempt to resolve the grievance. This meeting shall be held within fourteen (14) calendar days of the receipt of the Step Two grievance. Within fourteen (14) calendar days of the meeting, the head of the unit shall provide a decision in writing to the grievant and the union representative with a copy to the appropriate Human Resources Department. The parties are limited to two (2) representatives each, in addition to the grievant and the supervisor.

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SECTION 4. GENERAL ARBITRATION PROVISIONS

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C. The decision of the arbitrator shall be final and binding subject to review in accordance with the applicable standards for judicial review.

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SECTION 5. LIMITS ON THE ARBITRATOR'S AUTHORITY The arbitrator shall have no power to:

- A. Rule on an issue excluded by this Agreement from the scope of the grievance procedure;
- B. Amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement;

...

E. Make decisions contrary to or inconsistent with or modifying or varying in any way from the law or the application of the law.

The arbitrator shall issue the award within thirty (30) calendar days of the Step Four hearing.

SECTION 6. TIME LIMITS Should the Union fail to institute a grievance within the time limits specified, the grievance will not be processed and will be considered "waived." Should the Union fail to appeal a decision within the time limits specified, it shall be considered settled on the basis of the Employer's last answer and all further proceedings shall be dropped.

Unavailability of the designated Union representative shall not waive the time limits herein except as provided. If the University fails to respond to a grievance within the time limits specified, the grievance shall be considered denied at that Step and may be appealed to the next Step within the time frame specified. The time limits and sequence of steps provided in this Article shall be strictly observed but may be extended or modified by prior written agreement of the parties.

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## **ARTICLE 22 DISCIPLINE**

STATEMENT OF PHILOSOPHY If supervisors notice work-related behavior problems, they are encouraged to bring these problems to the attention of the employee. When such communication takes place before disciplinary action is initiated, it may often be sufficient to correct the work-related behavior problems. Employees or supervisors are encouraged to consult Union and Human Resources representatives in order to help solve the problem.

These statements of philosophy are not subject to the grievance procedure nor shall either party present this statement to an arbitrator as evidence or argument in connection with any disputes that may go to arbitration.

SECTION 1. DISCIPLINE FOR JUST CAUSE Disciplinary action shall be taken only for just cause, however probationary employees may be discharged without just cause and shall have no right to grieve discharge (see Article 7, Probationary Period). Disciplinary action, except discharge, shall have as its purpose the correction or elimination of incorrect work-related behavior by an employee.

Supervisors may not take disciplinary action against an employee who, in good faith, reports a violation of any federal or state law or regulation to a government body or law enforcement official. Disciplinary action may not be taken against an employee who is requested by a public agency to participate in an investigatory hearing, or inquiry, as well as an employee who refused to participate in any activity that the employee, in good faith, believes violates state or federal law.

SECTION 2. COACHING The normal corrective disciplinary procedure shall consist of three (3) steps, except that initial minor work deficiencies will normally be privately brought to the employee's attention through coaching. Coaching may include, but is not limited to instructions, directions, or prompting to the employee. Coaching provides feedback on job performance and is intended to be corrective and constructive. Coaching shall not be considered disciplinary.

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Section 6. Corrective disciplinary procedure The normal corrective disciplinary procedure shall consist of three (3) steps, except that initial minor work deficiencies will normally be privately brought to the employee's attention through coaching. Both parties agree that the order of discipline below is the progressive order of discipline; however, situations may arise where it will be appropriate to depart from this order.

- A. An oral warning shall be given to the employee specifying the nature of any incorrect work-related behavior and pointing out that non-correction will result in further disciplinary action. Oral warnings shall be documented by use of the standard University form that shall be sent to the department/administrative unit file with a copy provided to the employee.
- B. A written warning shall be given to the employee specifying the nature of any continuing incorrect work-related behavior and pointing out that non-correction will result in further disciplinary action.

- C. A notice of suspension shall be given to the employee with a written explanation specifying the nature of any continuing incorrect work-related behavior and pointing out that non-correction will result in further disciplinary action.

Discipline shall be documented in writing to the employee. Discipline beyond oral warning will be copied to the employee's official personnel file. . . .

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SECTION 9. APPEAL All disciplinary actions taken by the Employer may be processed through the procedure for Settlement of Disputes per Article 21, except for an employee's failure to pass probation . . . .

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**OTHER RELEVANT DOCUMENTS:**

Disbursement Services Employee Handbook – Revised July 4, 2006

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**Office Conduct**

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**POSITION EXPECTATIONS IN DISBURSEMENT SERVICES**

1. The University's Code of Conduct should serve as the standard by which all employees of Disbursement Services operate in their interactions throughout the University. In majority cases, employees are accountable to their direct management if behavior falls out of these expectations/guidelines.
2. The acceptable way to express disagreement in the workplace is in a conversational tone.
3. Outbursts of anger/rage etc. have no place in the workplace.
4. Show respect for all co-workers regardless of position.
5. Take responsibility for your own behavior.
6. Strive to create and maintain a respectful workplace.
7. Observe personal boundaries of space, quiet and interruptions.

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**UNIVERSITY OF MINNESOTA  
BOARD OF REGENTS POLICY**

**CODE OF CONDUCT**

**SECTION 1. PREAMBLE.**

The University of Minnesota is committed to the highest standards of professional conduct, therefore all members of the University community are expected to adhere to the highest ethical standards of professional conduct and integrity. The values we hold among ourselves to be essential to responsible professional behavior include: honesty, trustworthiness, respect and fairness in dealing with other people, a sense of responsibility

toward others and loyalty toward the ethical principles espoused by the institution. It is important that these values and the tradition of ethical behavior be consistently demonstrated and carefully maintained.

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***BACKGROUND AND FACTS:***

The Grievant, reclassified as a Principal Office & Administrative Specialist in Disbursement Services in March 2006, began work at the University of Minnesota on July 18, 2005. When the Grievant was first hired, she and the co-worker involved in the incident which led to the Grievant receiving an oral reprimand got along well according to both employees.

On August 15, 2006, the co-worker, believing that the supervisor arbitrarily enforced how employees listened to the radio, became upset and spoke out to those in the room about the supervisor's behavior. Approximately ten minutes later, according to the co-worker, the supervisor called him and talked with him about his comment and he believed it was clear that the Grievant had "ratted . . . (him) out" and he began acting "cold" toward her.

On August 23, 2006, at approximately 3:30 p.m., this co-worker returned from his break and noticing that the Grievant was on the telephone asked her if this was her "twelfth personal call of the day." According to the co-worker, the Grievant became upset, slammed down the telephone and went to get the Principal Accounts Specialist/Accounts Supervisor. When the two women returned, the supervisor tried to calm both employees down and tried to diffuse the situation. When she was not successful she advised both employees to stop talking to each other and said that one of them should go home if they could not stop talking to each other. She said she then left.

After the supervisor left the room, the Grievant telephoned her boyfriend and during her conversation with him the co-worker, overhearing her conversation, began to comment on the Grievant's telephone conversation. The exchange of words between the two employees that followed is unclear. At some point during this exchange of words, either while the supervisor was there or after she left, the Grievant said "I know what to do to you"; "I know what to do for you" or "I know what to do with you". During, or immediately following each of

the incidents, both employees sent e-mails to the department's supervisor describing the incident according to their respective perceptions.

The incident was investigated the next day and during the investigation, another employee who had been in the room during the exchanges between the two involved in the incident, stated that he felt the Grievant had been loud and unprofessional and that she had threatened the co-worker. Based upon this employee's statement and the co-worker's version of what was said, the Employer issued the Grievant an oral warning for "escalating a contentious situation with loud and threatening remarks" toward the co-worker. The Union grieved this oral warning and it is now before this Arbitrator.

***ARGUMENTS OF THE PARTIES:***

The Employer advances two arguments. First, it asserts that the grievance was neither timely filed nor timely appealed to arbitration and that failure to meet these timelines is fatal. And, secondly, it declares that even if the grievance is arbitrable, it had just cause to discipline the Grievant.

With respect to the timeliness argument, the Employer declares that Article 21, Section 6 provides that if the Union does not timely initiate a grievance, the grievance will be considered waived and argues that since the Union failed to initiate the grievance within the time limits set forth in Article 21, Section 3 the grievance should be considered waived. It also states that even if it is concluded that the grievance was not waived, the issue is not properly before the Arbitrator since the Union is also required to submit its letter of intent to arbitrate within sixty calendar days of receiving the Step Three response and that it failed to submit this notice until a week after the deadline.

Continuing, in the event the Arbitrator concludes the grievance is properly before her, the Employer charges that it had just cause to issue the Grievant an oral warning since she violated Disbursement Services Workplace Expectations as well as the University Code of Conduct. As support for its position, the Employer declares that Grievant had been provided with both the Disbursement Services Employee Handbook and the University's Code of Conduct

and was well aware that disrespectful and threatening language is not allowed in the workplace. It also maintains that the University conducted a fair and thorough investigation into the circumstances surrounding the exchange between the Grievant and another co-worker and properly concluded that the Grievant had threatened her co-worker and, in doing so, had violated the Department and University's policies. Further, it declares that since the evidence establishes that the Grievant threatened her co-worker and failed to support her assertion that the co-worker threatened her, the fact that the co-worker initiated the exchange should not be considered a mitigating factor in this dispute.

And, finally, the Employer argues that the oral warning the Grievant received was appropriate discipline even though the co-worker who initiated the exchange was not disciplined since the evidence establishes that the Grievant escalated the situation; since it was the Grievant who was "yelling and screaming" and since it was the Grievant who made the threats. In addition, it states that the co-worker was given a Letter of Expectation on August 30 that not only references his role in the altercation on the day in question but coaches him on his interactions with the Grievant. Further, it argues that the Grievant's discipline is consistent with discipline others in the department have received for similar misconduct.

Addressing the arbitrability challenge, the Union asserts that at no time during any step of the grievance procedure did the Employer raise the issue of timeliness and argues that since the issue went all the way to arbitration before the timelines were questioned, the timeliness issue has no merit. And on the merits, it argues that the grievance should be sustained since the Employer ignored the fact that the co-worker initiated the incident; since the Employer failed to prove that the Grievant threatened the co-worker, and since the Employer treated the two employees disparately when it upheld the Grievant's oral warning and reduced the co-worker's oral warning to a Letter of Understanding.

***DISCUSSION:***

Before the merits of this grievance can be considered it must be determined whether or not the grievance is arbitrable since the Employer has raised this issue. Article 21 of the

collective bargaining agreement, stating the parties wish to expeditiously resolve work-related problems which arise, clearly sets time limits for not only filing a grievance but for responses and appeals at each step of the grievance procedure. Further, it states that if there is no response at any step of the grievance procedure, the Union must file an appeal within fourteen calendar days of when the step response was due.

The Employer correctly asserts that the Union did not file the grievance within twenty-one calendar days after the Grievant received an oral warning. The warning was issued on August 30, 2006 and signed for by the Grievant on August 31, 2006. In order to be timely filed in accord with Step 1 of the grievance procedure, the Employer should have received the grievance by no later than September 21, 2006 but, instead, the Employer received notice that the warning was being grieved on September 27, 2006. The Employer also correctly asserts that the Union also did not give timely notice of appeal to arbitration when it gave the Employer notice on August 13, 2007. In both instances, the notices were approximately seven or eight days later than required by the time lines dictated in the grievance procedure. They are not fatal to a finding that the grievance is arbitrable, however.

Arbitrators, including this one, generally strictly enforce procedural timelines when they are provided for within the collective bargaining agreement and there is evidence that the parties consistently comply with those restrictions. However, arbitrators also will conclude a grievance is arbitrable when the parties have been lax in observing the time limits set forth in their collective bargaining agreement or when they have moved the grievance from step to step without raising a timeliness objection. The evidence in this record clearly establishes that both parties in this dispute paid little attention to observing the time limits in their contract and that the Employer failed to raise a timeliness objection at any step of the grievance procedure while processing this grievance.<sup>1</sup> Based upon this evidence, it is concluded that the grievance is

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<sup>1</sup> The grievance procedure requires that a grievance be filed within twenty-one calendar days of the incident or knowledge of the incident occurs and that once a grievance is filed, the Employer is obliged to meet with the Grievant within fourteen calendar days of the filing and to then issue a Step 1 response within another fourteen calendar days. It also requires that any appeal to Step 2 or 3 of the grievance procedure must occur within fourteen calendar days of receipt of the response or within fourteen calendar days of when the response should have been received and, again, that the Employer is obliged to meet with the Grievant within calendar fourteen

arbitrable since there is no indication that the parties abide by their time limits; since a timeliness objection was not raised until the hearing and since the requirement that a grievant be prompt in pursuing and litigating his or her rights demands equal vigilance and promptness by the employer who asserts a procedural defense when considering a grievance.<sup>2</sup>

On the merits, it is concluded that although there was just cause to issue the Grievant an oral warning for her behavior on August 23, 2006, the grievance should be sustained. This conclusion is based upon a finding that the record establishes that there is no evidence that the words the Grievant is alleged to have said rises to the level of a threat; that both employees acted in a loud and unprofessional manner, misconduct which demands equal discipline for both employees, and that only the Grievant was disciplined for her misconduct.

In its defense regarding disparate treatment, the Employer testified that the Grievant was issued an oral warning while the co-worker only was issued a letter of expectation because her behavior was more egregious than that of the co-worker's. The evidence, however, does not support this assertion. Further, the record does not establish that the letter of expectation issued to the co-worker on the same day that the Grievant was given the oral warning was specifically for his role in the August 23 incident or that the letter of expectation was intended as disciplinary action.<sup>3</sup>

Generally, arbitrators hold that "employees who engage in the same type of misconduct must be treated essentially the same" unless it can be shown that there are

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days of the appeal and to, again, issue a response within fourteen calendar days of the meeting. It then provides that if the Union appeals the Step 3 response to arbitration, the appeal must be filed within sixty days of receipt of the Step 3 response. The record establishes not only that the Union did not file appeals within fourteen complied with the fourteen calendar day requirement set forth in each step of the procedure. The Employer's Step 1 response was issued approximately forty days after when the meeting occurred. Its Step 2 response was issued approximately sixty days after when the Step 2 meeting should have occurred, and that its Step 3 response was issued approximately ninety days after when the Step 3 meeting should have occurred. Further, there is no evidence in the record as to whether any meeting occurred at any step of the grievance procedure and/or whether that meeting was timely.

<sup>2</sup> Arco, Inc., 108 LA 326 (Wolff, 1997); Guyana Resources, 90 LA 855 (Feldman, 1987), and Hunt Valve Co., 124 LA 1219 (Bell, 2008).

<sup>3</sup> Article 22 of the collective bargaining agreement provides that coaching shall not be considered disciplinary action and that corrective disciplinary action shall consist of three steps – oral warning; written warning and suspension. Nowhere in this provision is it stated that a letter of expectation shall be considered disciplinary in nature.

different degrees of fault or aggravating or mitigating circumstances.<sup>4</sup> They also hold, however, that if there is a reasonable basis for the difference in discipline meted out that the reasonable basis will justify the difference.<sup>5</sup> In this dispute, the evidence does not support a finding the Employer had a reasonable basis for disciplining the Grievant while not disciplining the co-worker.

From the evidence in the record, it is apparent that the two employees involved in this incident have had a number of accusatory exchanges; that both seek to “one-up” the other; that both have acted unprofessionally with each other on various occasions, and that their behavior on August 23, 2006 was no different than these previous exchanges. On August 23, there is no dispute that the co-worker initiated the verbal exchange between him and the Grievant by sarcastically addressing the Grievant about being on the telephone when he returned from break and that the Grievant became upset and reacted by seeking out a supervisor, as she had been told to do under such circumstances. The record also establishes that at that point in time the Grievant demanded that the supervisor talk with the co-worker about his comment; that both employees engaged in a heated exchange of words in front of the supervisor who was attempting to calm them down, and that the co-worker was no more willing than the Grievant to end the exchange of words between them. Further, it is evident that once the supervisor left the work area, the co-worker continued the exchange of words between them by commenting on the Grievant’s telephone conversation about the incident with her boyfriend. Given this evidence, the only conclusion that can be reached is that both employees acted unprofessionally; that both were responsible for the continued exchange of words between them, and that this conduct violates University policies and warrants discipline.

Since only the Grievant was disciplined, however, it must be determined whether the

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<sup>4</sup> See Elkouri and Elkouri, How Arbitration Works, Sixth Edition, ABA Section of Labor and Employment Law, The Bureau of National Affairs, Inc., Washington, DC, 2003, pp. 995-999; Discipline and Discharge in Arbitration, ABA Section of Labor and Employment Law, The Bureau of National Affairs, Inc., Washington, DC., 1999, pp. 397-398; *Munster Steel Co.*, 108 LA 597 (Cerone, 1997).

<sup>5</sup> *Lockheed Martin Missiles and Space*, 108 LA 482 (Gentile, 1997); *Commercial Warehouse Co.*, 100 LA 247 (Wolff, 1992).

Employer had sufficient reason to discipline only one of the two employees.<sup>6</sup> Crucial to this finding is a determination as to whether the Grievant threatened the co-worker during the exchange that occurred that day, one of the two reasons cited by the Employer as cause for the discipline.

The Employer concluded that the Grievant had threatened by co-worker by relying upon an interview of an employee who was under a desk in the room installing a new computer when the exchange of words between the two employees occurred while the Disbursement Services Supervisor was attempting to address the dispute between them and to calm both of them down.<sup>7</sup> According to this employee, the Grievant kept saying over and over, “I know how to handle this, I can take care of you”; that he thought the Grievant was taunting the co-worker, and that he thought she was kind of threatening.<sup>8</sup> Contradicting his perception of the events, however, is the fact that neither the co-worker nor the supervisor present at the time the Grievant was alleged to have made this comment had the same perception.<sup>9</sup> Evidence of this finding is that neither the co-worker nor the supervisor, both of whom sent e-mails to the employees’ immediate supervisor who was not there that afternoon immediately following the incident made no mention of a threat. Further evidence of this finding is the fact that the co-worker made no mention of being threatened during the exchange involving the supervisor and he testified at hearing that he “didn’t feel terribly threatened” during the exchange of words; that he became “uneasy” during that exchange since the Grievant “didn’t seem to be calming down”, and that he “didn’t feel threatened” until later when she said she would make him lose his job. Based upon this evidence and the co-worker’s testimony, it must be

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<sup>6</sup>As stated before, the collective bargaining agreement does not indicate that a letter of expectations is a disciplinary action. Further, the letter of expectation was not issued solely for the co-worker’s actions on August 23 but, instead, was issued for engaging in behavior the Employer did not consider fostering a respectful, productive or positive work environment on August 15, August 23 and August 28, all incidents which involved the Grievant.

<sup>7</sup> According to the investigating supervisor, she relied upon this employee’s statement since she found neither the Grievant’s nor the co-worker’s version of the events credible.

<sup>8</sup> At hearing this same witness said he thought her tone of voice sounded threatening.

<sup>9</sup> The difference in perception can be explained by the fact that the employee who viewed the Grievant’s comments as threatening was not regularly in the department and, consequently, not privy to the constant antagonistic pattern of behavior displayed toward each other by both employees.

concluded that the Grievant's statement, while childish and unprofessional, did not rise to the level of being considered a threat and is, therefore, not a reasonable basis for deciding to discipline the Grievant while not disciplining the co-worker.<sup>10</sup>

Accordingly, based upon the record, the arguments submitted by the parties and the discussion above, it is concluded that the Employer failed to establish that the Grievant make threatening remarks to the co-worker and treated the Grievant disparately when it only disciplined the Grievant for the incident that occurred between she and another employee on August 23, 2006. Based upon these findings, the following award is issued.

**AWARD**

The grievance is sustained. The Employer is ordered to rescind the Grievant's oral warning issued on August 30 for the incident that occurred on August 23, 2006 and to remove it from her personnel records.

By:   
Sharon K. Imes, Arbitrator

February 26, 2009  
SKI

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<sup>10</sup> While there is no record of a threat having been made during the initial exchange of words between these two employees, the record establishes that each employee claimed the other had threatened them after the initial exchange of words occurred and while they were again exchanging words as a result of the co-worker inserting himself in the telephone conversation the Grievant was having with her boyfriend regarding the initial exchange of words. Since the Grievant was not disciplined for any of the remarks she made to the co-worker while on the telephone that issue will not be addressed. Suffice it to say, however, that the exchange of words between the two of them continued to be intemperate and unprofessional and violated not only supervisor directives but University policies. This type of conduct, if continued, is more than likely just cause to discipline both of them and they should be forewarned of the need to modify their behaviors.