

IN THE MATTER OF ARBITRATION BETWEEN]	DECISION AND AWARD
]	
MINNESOTA JUDICIAL BRANCH,]	
]	OF
SECOND JUDICIAL DISTRICT]	
]	
(THE EMPLOYER)]	ARBITRATOR
]	
and]	
]	
AMERICAN FEDERATION OF STATE, COUNTY,]	BUREAU OF MEDIATION SERVICES
]	
AND MUNICIPAL EMPLOYEES, COUNCIL 5]	CASE NUMBER: 11-PA-0921
]	
(THE UNION)]	HUSNICK DISCHARGE

ARBITRATOR: EUGENE C. JENSEN

DATE AND LOCATION OF HEARING: FEBRUARY 23, 2012,
MINNESOTA JUDICIAL CENTER
25 REVERAND MARTIN LUTHER KING BOULEVARD
SAINT PAUL, MINNESOTA 55155

DATE OF AWARD: MARCH 21, 2012

ADVOCATES: FOR THE EMPLOYER
KRISTINE BOLANDER, LABOR/EMPLOYEE
RELATIONS MANAGER, MINNESOTA JUDICIAL
BRANCH

FOR THE UNION
BART ANDERSEN, BUSINESS REPRESENTATIVE
AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, COUNCIL 5

GREIVANT: ANDREA HUSNICK

ISSUE

The parties agreed on the issue before the Arbitrator: Did the Employer have just cause to terminate the Grievant, effective Friday, November 5, 2010? And, if not, what shall the remedy be?

JURISDICTION

The parties agreed that there were no procedural issues to decide. Hence, in accordance with the Minnesota Public Employment Labor Relations Act (Chapter 179A) and the applicable collective bargaining agreement between the parties, this matter is properly before the Arbitrator.

PERTINENT LANGUAGE FROM THE PARTIES' LABOR AGREEMENT

References from Joint Exhibit 1¹

Article 7, WORK RULES

Section 1 Work Rules and Policies

The Employer, and/or its designees, may establish and enforce reasonable work rules and policies that are not in conflict with the provisions of this Agreement. Such rules and policies shall be applied and enforced without discrimination.

¹ July 1, 2011 – June 30, 2013, Labor Agreement between the parties. Arbitrator's Note: This agreement was put into effect months after the Grievant's discharge. Since the issue is "just cause," I will treat this as the language in effect at the time of the discharge.

Article 17 DISCIPLINE AND DISCHARGE**Section 1 Purpose**

Disciplinary action may be imposed upon an employee who has attained permanent status only for just cause.

Section 2 Union Representation

The Employer shall not question or meet with an employee once an investigation that may lead to discipline is contemplated without first offering the employee an opportunity for union representation, and such meeting shall not take place until a Union Representative is available or is released by his/her supervisor. The employee shall be advised of the general nature of the allegation(s) prior to questioning. The employee shall be offered a Union Representative before the administration of discipline.

Section 3 Disciplinary Procedure

Discipline is intended to be corrective; not punitive. This process is intended to ensure employees understand the Employer's expectations, standards, and rules, and are aware of the consequences of unimproved conduct or performance.

Disciplinary action shall include only the following forms and depending upon the seriousness of the offense shall normally be administered progressively in the following order:

1. Oral reprimand
2. Written reprimand
3. Suspension
4. Demotion
5. Discharge

Nothing in the above listing of types of discipline shall preclude the Employer from exacting stringent forms of discipline where the egregiousness of the offense so warrants. . . .

When any discipline action more severe than an oral reprimand is intended, the Employer or its designee shall, before such action is taken, notify the employee in writing of the specific reasons for such action. . . .

Section 5 Notice Hearing

If the Employer believes there is just cause for suspension, demotion or discharge, the employee shall be notified, in writing that the employee may be disciplined and shall be furnished with the supporting reasons for the contemplated action. The Employer shall schedule a notice hearing wherein the employee, along with union representation, may present his/her side of the story to refute the charge(s) or offer mitigating evidence. Nothing herein shall preclude the Employer from placing the employee on investigatory leave prior to the notice of hearing.

Section 6 Appeal Procedures

Any disciplinary action imposed upon an employee may be processed as a grievance through the regular grievance procedure as provided in this Agreement

Article 18 GRIEVANCE PROCEDURE**Section 1 Grievance Procedure**

A grievance is defined as a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.

Section 2 Processing Grievances**D. Steps**

Step 4: If the grievance remains unresolved after the operation of Step 3, the Union shall have sixty (60) calendar days from the date the Labor Relations Manager's response is due in which to submit a letter to the Labor Relations Manager stating its desire to proceed to arbitration along with a request for a panel of seven (7) arbitrators from the Bureau of Mediation Services, unless a mutually agreeable arbitrator can be selected.

Section 3 Arbitration²

² The selection procedure identified in Section 2, Step 4 above.

Section 5 Arbitrator's Authority

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. . . .

BACKGROUND

The Employer is the Second Judicial District of Minnesota. The Grievant was a thirteen year employee at the time of her termination in November of 2011. The Grievant's job title was Senior Court Clerk and she primarily dealt with financial judgments and other related duties. The Employer expressed concerns about the Grievant dating back to 2007, and they gave many examples of the Grievant's inability to work as a "team member." The Grievant denied the Employer's allegations about her behaviors and had no idea as to the reasons the Employer would accuse her of such. The Employer said they had tried hard to resolve the issues with no success and were left with only one alternative: termination.

JOINT EXHIBITS

1. The July 1, 2011, through June 30, 2013, Labor Agreement between the parties.
2. The November 5, 2010, termination letter.
3. This exhibit included the original grievance for the termination and all communications between the parties leading up to arbitration.

EMPLOYER'S EXHIBITS

1. A December 21, 2007, documentation of a meeting between the Grievant and her supervisor, Court Operations Manager, Susan Segerstrom. The meeting ended with the Grievant being removed as a focal leader.
2. A March 3, 2008, note to Segerstrom's file regarding another meeting with the Grievant. The Grievant agreed to apologize to two coworkers who were upset with her behaviors.
3. An April, 2008, note to file about a complaint from another co-worker about the Grievant's "condescending" behaviors.
4. April 25, 2008, note to file following a meeting the supervisor had with the Grievant regarding another co-worker's frustration with the Grievant.
5. April 28, 2008, note to file regarding another co-worker's complaint regarding the Grievant's verbal abuse of him.
6. April 30, 2008, written reprimand that was later reduced to an oral due to a procedural problem.
7. A note from a co-worker related to a June 3, 2008, interaction with the Grievant. She described the Grievant's behavior as "barking" at her.
8. A June 6, 2008, performance evaluation prepared by the Grievant's supervisor. The evaluation had three areas where "requires improvement" is identified. These areas related to the Grievant's inability to be a good team player.

9. July 18, 2008, note to file in which the supervisor identifies two areas of concern that she discussed with the Grievant: 1. An altercation with a co-worker in front of a customer, and 2. Her wasting time with “smoke breaks” and being ready for work when she comes to work.
10. August 15, 2008, note to file about a meeting the supervisor had with the Grievant in which she discussed the Grievant’s negativity and inability to work with others.
11. June 11, 2009, performance review for the Grievant. The supervisor did not identify any areas that required improvement.
12. An August 24, 2009, e-mail from a co-worker to the supervisor about the Grievant’s behavior during a phone conversation with a customer. The co-worker fielded a call from the customer in which he described a conversation with the Grievant. He felt that she was rude and that he had been “treated like a child.”
13. An August 24, 2009, Loudermill hearing notice sent to the Grievant.
14. A note from a co-worker to herself that reflected her recollections of an incident at the counter between the Grievant and a customer. She related this to Segerstrom, and Segerstrom spoke to the customer.
15. An August 27, 2009, written reprimand to the Grievant relating to the incident in #14 above.
16. An October 21, 2009, personal note to Segerstrom’s file regarding the Grievant. In a meeting with the Grievant, she “huffed out of [her] office.”

17. A complaint from a co-worker, dated January 28, 2010, in which he used the following words to describe the Grievant: “snotty, sarcastic, unprofessional.”
18. March 22, 2010, notes of a meeting between Segerstrom and the Grievant. The Grievant denied that she had told someone that she was “caught up and had nothing to do.” The Grievant interrupted several times and was rude during the meeting. In addition, notes from a co-worker regarding a meeting between the supervisor, the Grievant, and a Union representative. The co-worker acted as the scrivener for the meeting. It was noted that the Grievant behaved inappropriately during the meeting.
19. Segerstrom’s note to file regarding an incident that occurred on March 26, 2010. The Grievant interrupted the supervisor when she was having a meeting with another employee.
20. March 26, 2010, Loudermill hearing notice.³
21. Notes of the April 6, 2010, Loudermill hearing.
22. April 8, 2010, one day suspension for failing to correct behaviors mentioned in her previous written reprimand.
23. Notes from an April 9, 2010, meeting in which the Supervisor gave the grievant a copy of the notice of suspension.

³ This letter was dated 2009 rather than 2010. 2010 was the correct year.

24. June, 2009, through June, 2010, performance review for the Grievant. Four areas of performance were listed as requiring improvement, and one area (Respects Diversity/Respectful of Others) was marked as being unacceptable.
25. Segerstrom's July 30, 2010, note to file in which she summarized a meeting she had with the Grievant. She discussed a reorganization that might benefit the Grievant. She also discussed some inappropriate behavior that the Grievant had exhibited earlier that day in a staff meeting.
26. A November 3, 2010, e-mail from a new supervisor to the Grievant's supervisor. She outlined a series of interactions with the Grievant about work in which the Grievant was "snotty and condescending."
27. November 3, 2010, Loudermill hearing notice.
28. Notes from the November 4, 2010, Loudermill hearing. And, notes from a November 5, 2010, meeting with the Grievant and a Union representative in which Segerstrom terminated the grievant's employment.
29. Minnesota Judicial Branch Policy Number 318, Court Employee Code of Ethics.

UNION EXHIBITS

1. Twenty-three emails, primarily between the Grievant and Lori Brandon, dated from October 14, 2010, through November 5, 2010, regarding Court of Appeals procedures and a tracking spreadsheet used to organize exhibits.

EMPLOYER'S WITNESSESSusan Segerstrom, Court Operations Manager

- Fourteen year employee of the Second Judicial District.
- Supervised the Grievant from December, 2007 to the time of her termination.
- Employer Exhibit 1, dated December 21, 2007, reflects notes from a meeting she had with the Grievant in which she removed her “focal leader” duties. The IT staff found her to have a poor attitude. She heard from an IT staff member that the Grievant was rude and argumentative, and that she wouldn’t do what they asked her to do.
- In reference to Employer Exhibit 2, she stated she received complaints from two coworkers that the Grievant was “short, snappy, and uncooperative.” She asked the Grievant to apologize to the two coworkers. To her knowledge, the Grievant did apologize.
- In reference to Employer Exhibit 3, she stated that she had received a complaint from another coworker that the grievant “made her feel stupid” with her condescending attitude.
- In reference to Employer Exhibit 4, she stated that another coworker came to her to complain about the Grievant. This coworker found her to be rude and felt that the Grievant had “basically bit her head off” when she asked her a direct question.

- In reference to Employer Exhibit 5, she stated that one of the previous complainants came to her again to discuss the Grievant's rude behavior. This incident related to a credit card payment. The complainant characterized her behavior as "that's just Andrea [the Grievant]."
- In reference to Employer Exhibit 6, she stated that she gave the Grievant a written reprimand that was later reduced to a verbal reprimand. The reprimand outlined the behaviors mention above and laid out clear expectations for improvement.
- In reference to Employer Exhibit 7, she identified it as notes from a coworker about the Grievant's behavior in relation to collecting the mail. She wrote that the Grievant "barked" at her "scathingly."
- In reference to Employer Exhibit 8, she identified the document as the Grievant's June 6, 2007, through June 6, 2008, performance review. The review identified three separate areas where the Grievant needed to improve: 1) Stakeholder/Public Focus, 2) Ethics, Integrity and Trust; and 3) Teamwork/Cooperation. All three areas emphasize respecting stakeholders: customers and coworkers.
- In reference to Employer Exhibit 9, she identified this document as memorializing a meeting she had with the Grievant on July 18, 2008, regarding an altercation that she had observed between the Grievant and a coworker in front of a customer. In addition, the note reflects another concern: wasting time.
- In reference to Employer Exhibit 10, she identified this document as notes she had written to file regarding a coaching session with the Grievant. The meeting

centered on the Grievant's "negativity" and her finding that the Grievant's behaviors were unacceptable.

- She identified Employer Exhibit 11 as the Grievant's June 6, 2008, to June 6, 2009, performance evaluation. She felt that the Grievant had made "some progress" but she was still concerned about her ability to be consistent. She didn't mark any section as requiring improvement.
- In reference to Employer Exhibit 12, she identified this August 24, 2009, document as an email from one of the Grievant's coworkers to her, in which the coworker had handled a complaint from a customer who alleged that the Grievant was rude, abrupt, and had treated him like he was a child.
- In reference to Employer Exhibit 13, she identified this August 24, 2009, document as a Loudermill hearing notice to the Grievant.
- In reference to Employer Exhibit 14, she identified this document as notes another employee had written on August 26, 2009, about an incident that occurred on August 21, 2009. The coworker wrote, "I was so embarrassed; I apologized to the customer for her behavior; I was appalled by her rudeness, the general nasty tone of her voice and her hostile demeanor; he asked what her deal was, who her supervisor was and asked to speak to her supervisor." The second page of this exhibit represents notes that she wrote in reference to the same issue.⁴
- She identified Employer Exhibit 15 as a written reprimand she gave the Grievant on August 27, 2009, in response to the Grievant's unprofessional and rude behaviors. Clear expectations for the future were outlined in the same

⁴ Susan Segerstrom met with the customer in response to his request.

document. In addition, a grievance settlement agreement called for the removal of the written reprimand, if no further unacceptable behaviors occurred before November 13, 2010.⁵

- In reference to Employer Exhibit 16, she identified this October 21, 2009, document as notes she had written following a meeting with the Grievant on that same day. The Grievant was agreeable to the first item on the agenda for the meeting (Child Support help), however, she became upset and “huffed out of [her] office” when she told her that she was moving her work station. A second document, dated October 22, 2009, was included in this document. She had asked a coworker to keep notes during a follow-up meeting with the Grievant the next day. These notes described the Grievant’s body language as being angry and unprofessional. The Grievant denied that she had huffed out of her office the previous day.
- In reference to Employer Exhibit 17, she identified the four documents contained in the exhibit as follows: 1) January 28, 2010, email from coworker to her in which he described an incident that occurred that same day. He felt that the Grievant had been disrespectful to him in front of another coworker; 2) Email from Segerstrom to the coworker that same day in which she asked, “What was her [the Grievant’s] tone like in her responses?”; 3) Coworker’s response that same day to her question: “The tone was identical to past conversations in which she was reprimanded (i.e. snotty, sarcastic, unprofessional);” and 4) notes from a meeting she had with the Grievant on February 1, 2010, in which the Grievant denied that she had been rude and indicated that she was not trying to be disrespectful.

⁵ Written reprimands, by contract, normally remain in the Employee’s personnel file for two full years.

- In reference to Employer Exhibit 18, she identified that the first document as her personal notes following a meeting with the Grievant on March 22, 2010, regarding her being “caught up.” The second document was a March 23, 2010, memorandum from a coworker who acted as a scribe during a meeting that same day with the Grievant and her union steward. Once again, for the most part, the meeting centered on the Grievant’s behaviors.
- In reference to Employer Exhibit 19, she identified the March 26, 2010, document as notes she had written about an incident that occurred that same day. She felt that the Grievant had been disrespectful when she came into a coworker’s office unannounced and interrupted a meeting she was having with the coworker. She met with the Grievant immediately in her own office and told her that she had been rude. She did not apologize for her behavior.
- In reference to Employer Exhibit 20, she identified this document as a Loudermill hearing notice dated March 26, 2010.⁶
- In reference to Employer Exhibit 21, she indicated that these April 6, 2010, notes were the contemporaneous notes of a coworker during the Grievant’s Loudermill hearing. The notes indicated that Segerstrom outlined previous discipline; behaviors that need correction, and expectations for the future.
- In reference to Employer Exhibit 22, she identified the document as an April 8, 2010, “notice of suspension without pay.” This was a one day suspension for the behaviors mentioned above. The suspension also included clear expectations for the Grievant to improve her behaviors.

⁶ The document was dated March 26, 2010, however, that was a typo.

- In reference to Employer Exhibit 23, she identified this April 9, 2010, document as a memorandum from a co-worker who was present when she gave the suspension notice to the Grievant. He stated: "Throughout the reading, [the Grievant] exhibited raised eye brows, shaking of her head and poor body language."
- In reference to Employer Exhibit 24, she identified this document as the Grievant's June 9, 2009, through June 10, 2010, performance review. The review contained four competencies that required improvement and one that was unacceptable. There were seven competencies total in the review.
- In reference to Employer Exhibit 25, she identified the document as notes she had written on July 30, 2010, following a staff meeting earlier that day. She stated that when she discussed changes in the Grievant's position, the Grievant "had a look of disgust, rolled her eyes and coped an attitude in her tone and body language for the remainder of the meeting." She felt that the Grievant's behaviors were disruptive for other staff members.
- In reference to Employer Exhibit 26, she identified the document as a November 3, 2010, email from another supervisor regarding her interactions with the Grievant.⁷ The Grievant had refused to share a spreadsheet with the supervisor and had been condescending in her tone.
- In reference to Employer Exhibit 27, she identified this document as a November 3, 2010, Loudermill hearing notice to the Grievant.
- In reference to Employer Exhibit 28, she identified this document as notes from the November 4, 2010, Loudermill hearing. The hearing primarily centered on

⁷ Some of the Grievant's duties were being transferred to this supervisor.

the relationship between the Grievant and the supervisor mentioned in Employer Exhibit 26 above. In addition, a meeting was held on November 5, 2010, in which she handed the Grievant a letter stating her intent to discharge the Grievant.

- In reference to Employer Exhibit 29, she identified this document as the Minnesota Judicial Branch Policy number 318, Court Employee Code of Ethics. The exhibit included two relevant sections:

Article V. Performance of Duties

- A. Employees should carry out their responsibilities to the public in a timely, impartial, diligent and courteous manner, strictly adhering to the principles embodied in this code.
- B. Employees shall create and maintain a respectful workplace. Intimidating, hostile, or offensive conduct will not be tolerated and will be subject to disciplinary action.

Lori Brandon, Court Operations Supervisor

- Her supervisor is Susan Segerstrom.
- She was assigned the Court of Appeals work.
- Met with the Grievant on October 20, 2010, to discuss the transition of the work.
- She asked her for templates that related to the Court of Appeals. The Grievant was condescending and had an air of superiority. The Grievant said that “she is

an advanced computer user and most people don't know how to edit the document.”

- The Grievant did not send her the templates until November 3rd or 4th.
- She prepared a file for the Court of Appeals without the templates that the Grievant had used in the 2nd district.
- She chose to not check back with the Grievant for two reasons: 1) didn't want to deal with the Grievant again, since she was so snotty and condescending; and 2) she felt it would be quicker to do it herself.
- She met with Susan Segerstrom around the first of November and Susan asked her to send her an email outlining the experiences she had with the Grievant about the transfer of Court of Appeals' duties.⁸

UNION'S WITNESS

Andrea Husnick, Grievant

- She stated that she was a thirteen year employee of the Second District and that she held the job classification of a Senior Court Clerk.
- Her primary duties related to financial judgments, however, she was assigned other duties as needed.

⁸ Employer Exhibit 26.

- Didn't hear about the Court of Appeals change of duties until the unit meeting in which it was discussed.
- In order to show the process to Ms. Brandon, she would have to share the process she followed in its entirety.
- Stated that she did not create the process for the Court of Appeals; she had learned it from others thirteen years before.
- She said that she did not intentionally withhold the documents in question from Brandon.
- She did not recall that she was snotty or condescending during the meeting with Brandon. In fact, she did not understand nor recognize any of her behaviors as snotty or condescending.
- She stated that there were many things brought up during the meeting, and that she may have missed the part about Brandon wanting the spreadsheets.
- She denied saying that she was an advanced user and that the file was advanced user only.
- Stated that no coworker had come to her and expressed concerns about her behaviors.

THE EMPLOYER'S ARGUMENT

The Employer argues that the Judicial Branch is very serious about requiring employees to be cooperative with coworkers, supervisors, management, and most of all its customers. The Employer attempted to change the Grievant's behaviors over a three year period of time. The Grievant had been counseled several times and offered additional training to correct her aberrant behaviors. The Grievant's arrogant attitude eventually spilled over to interactions with customers at the counter. The interaction with Lori Brandon regarding Court of Appeals procedures was the "last straw." The information that Brandon had requested did not reach her until after the Grievant's final Loudermill hearing. Despite numerous efforts to correct the behaviors of the Grievant, she continued to have the same problems. The Employer was left with only one alternative: termination.

THE UNION'S ARGUMENT

The Union argues that the Employer used a short span of time to judge the Grievant. The Grievant was a thirteen year employee who never had any problems that led to discipline until Susan Segerstrom took over as her supervisor three years ago. Much of the rationale for the discharge was based on a two hour meeting with Lori Brandon. She had been a successful employee who performed her duties well, and who was willing to take on additional tasks.

The Union further argues that the Employer is more interested in the personal differences that the Grievant displays rather than the quality and quantity of her work. Specifically, in regard to the Court of Appeals transition of duties to Lori Brandon, the Grievant provided her with as much information as possible within a two hour meeting, and the Union asks, "why didn't Brandon contact the Grievant and ask for the information rather than assuming the worst."

Andrea never meant for her interactions with Lori to be construed as withholding information, insubordination, portraying an air of superiority, or alluding she created the process, but in all fairness she did expect that if Lori, who Andrea was trying to help, needed anything, had questions about anything she explained in that 2 hour quick explanation of processes, or had taken anything she said as unprofessional, that instead, Lori carrying the role and title of a supervisor would have used her skill sets and professionalism to address these concerns directly and when they arose.⁹

In essence, the Union argues that the Grievant, like everyone else, is a unique individual with a unique style of communication, and the Employer should focus more on her doing her job rather than her uniqueness.

DISCUSSION

The issue before the Arbitrator is whether the Employer had “just cause” to terminate the Grievant. Just cause is a standard in labor relations that arbitrators use to determine if employers used good reasoning in making the determination to apply discipline. Just cause, however, can vary between worksites:

The standard of just cause has become the universal rule for measuring the propriety of discipline and the disciplinary penalty. In the final analysis, the determination of what is just cause resides with the arbitrator if the parties are unable to resolve their disputes. The arbitrator is guided in turn by the standards followed by the parties in a particular enterprise. Thus, what may be just cause in one facility may not be just cause in another.¹⁰

⁹ Union’s closing statement.

¹⁰ Arnold Zack, Grievance Arbitration, *Issues on the Merits in Discipline, Discharge, and Contract Interpretation*. American Arbitration Association, 1989. Page 57.

There is no doubt that the Grievant exhibited behaviors that were offensive to her coworkers, her supervisor and the 2nd Judicial District's customers. The worksite in this case is formal by definition: clear communications are essential, and interrelationships between stakeholders must be respectful.

The Arbitrator believes that the Employer was patient with the Grievant, and it offered her clear due process.

Many agreements specify procedural requirements for discharge or discipline. In many cases arbitrators have refused to uphold management's action in discharging or disciplining an employee where the agreement, such as a required statement of charges against the employee, or a notice or investigation requirement, or a requirement for a hearing or joint discussion prior to the assessment of punishment.¹¹

There were no such procedural errors committed by the Employer in this case.

The weight of evidence in this matter clearly supports the Employer's decision to terminate. Just cause was present for the following reasons:

- The Grievant had been warned repeatedly that her behaviors were inappropriate.¹²
- The Employer offered the Grievant counseling and other resources to help her mend her ways.

¹¹ Elkouri and Elkouri, *How Arbitration Works*, 3rd edition, BNA Books, 1981, Page 633.

¹² The list of incidents that led to the attention of her supervisor totaled more than twenty-five.

- The Employer used progressive discipline, including: an oral reprimand, a written reprimand, and a suspension before finally resorting to termination.

In addition, and perhaps most importantly, the Grievant displayed no insight into her behaviors. Despite acknowledging that she was aware that there had been complaints from coworkers, customers, Ramsey County IT workers, Lori Brandon, and her supervisor, she had no idea why any of them had complained. It is clear to the Arbitrator that if she were returned to employment with the Judicial Branch, the unacceptable behaviors likely would continue.

AWARD

After listening to the testimony of each witness and carefully reviewing all of the exhibits, the Arbitrator agrees with the Employer's decision to terminate the Grievant.

The grievance is denied.

Respectfully submitted this 21st day of March, 2012.

Eugene C. Jensen, Neutral Arbitrator