

OPINION AND AWARD

OF

DAVID S. PAULL

In the Matter of the Arbitration Between

**Law Enforcement Labor Services, Inc.,
Local Union No. 217,**

AND

City of Isanti, Minnesota

(Officer Valerie A. Zeman, Grievant)

Date Issued: October 3, 2014
BMS Case No. 14-PA-1270

O P I N I O N

Preliminary Matters

The Arbitrator was selected by mutual agreement from a panel provided by the Minnesota Bureau of Mediation Services. A hearing was conducted in the City of Isanti, Minnesota, on August 20, 2014. Law Enforcement Labor Services, Local Union No. 217 (Union) was represented by Scott Higbee, a lawyer with offices in St. Paul, Minnesota. The City of Isanti, Minnesota (City) was represented by Clark A. Joslin, a lawyer with offices in Cambridge, Minnesota.

At the hearing, the testimony of witnesses was taken under oath and the parties presented documentary evidence. No court reporter was present. After the witnesses were heard and the exhibits were presented, the parties agreed to present written final arguments, e-mailed on or before the close of business September 12, 2014. The briefs were timely received. Thereafter, the case was deemed submitted and the record was closed.

On September 22, 2014, the Union submitted a case in support of its position. No objection was received by the City and the case was considered.

Issue

The parties agreed to a statement of the issue to be resolved:

Did the denial of Officer Valerie A. Zeman's tuition reimbursement request violate Article 26 of the collective bargaining agreement, and if so, what is the appropriate remedy?

Neither party suggested the existence of a preliminary or procedural issue.

Relevant Contract Provisions

The following contractual provisions are deemed pertinent to this grievance:

ARTICLE 6 – EMPLOYER AUTHORITY

6.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules, and to perform any inherent managerial function not specifically limited by this AGREEMENT.

6.2 Any term and condition of employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the Employer to modify, establish or eliminate.

ARTICLE 10 – JOB SAFETY TRAINING

10.2 The Employer will pay the cost of maintaining POST licensure.

ARTICLE 26 – TUITION REIMBURSEMENT

The Employer will reimburse employees 100% of the costs for tuition and books for college courses approved by the Police Chief and the City Administrator. The employee must receive a letter grade of “C” or better or “Pass” on a pass/fail grade system to qualify for tuition reimbursement. An employee must have completed the probationary period to be eligible for tuition reimbursement.

Relevant Facts

The Parties

The City is a political subdivision within the State of Minnesota located in Isanti County, approximately 40 miles north of Minneapolis. Approximately 5400 people make their home within the city limits, which extend for about 5 square miles. The Union is the exclusive representative of all licensed peace officers employed by the City, as defined in Bureau of Mediation Services Case No. 96-PCE-1437 (April 16, 1996).

The Grievant, Officer Valerie A. Zeman, is a full-time police officer employed by the City of Isanti Police Department. She is currently assigned as a patrol officer. As of the date of the hearing, Officer Zeman had been an employee of the City's police department for approximately 12 years. For the first of her four years, prior to her present assignment as a patrol officer, Officer Zeman served in the position of School Resource Officer, a classification designed to promote child/student safety in City schools.

The parties are signatory to a collective bargaining agreement effective for a period beginning January 1, 2014, and ending December 31, 2016. The parties have stipulated that this collective bargaining agreement (CBA) is applicable to the issues raised in this grievance matter. The bargaining unit consists of approximately 12 police officers, including 6 or 7 part time personnel. The City also recognizes a bargaining unit of approximately 7 public works employees. Between 18 and 19 non-union personnel are also employed, including 6-7 part time persons.

Request for Reimbursement

On or about January 21, 2014, Officer Zeman addressed a letter to Chief Ronald Sager and City Administrator Donald C. Lorsung. The text of the letter appears below:

Dear Sir, I am considering attending Concordia University beginning this fall for my Bachelor's in Criminal Justice. Per our contract Article 26 – it states the employer will reimburse 100% of the costs for tuition and books for college courses approved by the Police Chief and the City Administrator. At this time I am requesting prior approval for reimbursement.

Officer Zeman received a response from Chief Sager, dated January 27, 2014. The letter denied Officer Zeman's request. "Due to financial reasons," the letter stated, "the department is no longer able to budget – and does not have – funds to reimburse employees' costs for tuition and books for college courses." Copies of the letter were sent to Administrator Lorsung, Human Resources Deputy Clerk Karissa Henning and Officer Rodrick Barrows, Officer Zeman's union steward. Like Officer Zeman's letter, Chief Sager's response specifically referred to Article 26, emphasizing that part of the paragraph which requires specific approval from the police chief and city administrator.

In her request, Officer Zeman had specifically proposed to be reimbursed for the "Online Criminal Justice Degree" offered by Concordia College. An online list of 40 credit courses was placed in evidence, and is reproduced below:

Returning Student Seminar for CJ

This course will provide each student with an opportunity to reflect on their decision to return to college. Emphasis will be on preparations for their return to college and their development of a learning plan. Students will focus on time management, organizational skills, and practical writing for criminal justice practitioners. Extensive time will be devoted to writing fundamentals, such as mechanics, sentence structure, academic and professional prose and APA style.

Information Literacy in CJ

Information today grows exponentially. This course teaches students to identify information needs in their profession, know and access criminal justice data bases, discern legitimate information, manage the data, and present information in an articulate, professional manner. Students will effectively integrate sources in academic writings using APA style.

Systems Thinking in Crim Just

Given the dynamic complexity of organizations, it is vital that professionals have an understanding of how organizations and systems interact. This course provides the skills to diagnose interactions and engage in finding solutions to problems. Systems thinking serve as one of the threads of continuity running throughout this degree program.

Constitutional Law for CJ

This course will develop the understanding and working knowledge of constitutional law that professionals in this field are expected to have. Students will review constitutional history and basic concepts to understand interpretations of the Constitution by the United States Supreme Court impacting criminal justice, and learn practical research strategies to find law.

Diversity in Criminal Justice

While multiculturalism is a popular term in today

Philosophy of Values & Ethics

Students examine the issues of accountability in government and business regarding human rights and ethics through readings, discussion and debates. Exploring both ethical theory and personal values, students develop a system for making ethical decisions in their personal and professional lives. This course also explores the emotional and physical risks associated with their work and helps develop strategies that will nurture maintaining physical and emotional health.

Inside the Criminal Mind

This course explores theories and research of criminal behavior. Students will examine how past and present understanding of criminals has determined responses of society and the criminal justice system.

Troubled Youth in CJ System

This course explores why and how governments have always treated children differently than adults. Theories of delinquency and the corresponding responses by society through the criminal justice system are addressed, as are current data, trends and programs. Students will also explore the challenges facing juvenile corrections in a society that continues to change in demographics, norms, and expectations of criminal justice.

Contemporary Issues in CJ

Current criminal justice related events occurring nationally and locally will provide the scenarios for students to apply the knowledge acquired during this degree program in a thoughtful and scholarly manner. Students will draw upon their understanding of systems thinking, constitutional law, religion, modern trends, ethics, and individual and community behavior.

Criminal Justice Portfolio

This final course is designed to help learners reflect on all they have done during this degree program. Students will synthesize all they have learned. Preparation of a professional and educational portfolio or e-folio will cap the learning experience. Students will participate in group activities to provide closure to the program.

Union's Grievance – City's Response

On or about Tuesday, February 11, 2014, Officer Zeman filed a grievance challenging the denial. The grievance letter, signed by Officer Zeman, stated that the denial violated the CBA because it was based solely on “budgetary concerns.” Officer Zeman further stated that “These concerns are not the responsibility of the labor union

. . . This is a contract item that is spelled out as simple as hours of work and an officers [sic] pay.” Officer Zeman compared the City’s denial of her request to denying her a wage for “budget concerns.” Officer Zeman further expressed that the City’s decision was unfair, since it was based on “poor budgeting practices.”

In a letter dated February 20, 2014, Chief Sager again denied Officer Zeman’s grievance at Step 1. Chief Sager reiterated that the denial was based on “financial reasons,” specifying that the City does not have funds “to reimburse employees” costs for tuition and books for college courses.”

On February 27, 2014, LELS Business Agent Kimberly K. Peyton Sobieck filed for a Step 2 review of the grievance. Again, the Union took the position that the City violated Article 26 when it denied the request for “only budget reasons.” As a remedy, the grievance sought approval of Officer Zeman’s request for “reimbursement for tuition and books.”

The Union’s Step 2 Grievance was answered directly by City Administrator Lorsung in a letter dated March 6, 2014. In this response, Mr. Lorsung specifically referred to Article 6, Section 6.1 and 6.2, emphasizing the City’s reservation of the right to perform “any inherent managerial functions not specifically limited by this AGREEMENT.” In addition, Mr. Lorsung stated in part as follows:

The Employer . . . did not set money aside for tuition and book reimbursement for college courses due to financial reasons. The Employer instead had to make the decision to focus on paying for the specific training the Employees need to do their job. Although college courses will help the Employees grow professionally, and the Employer would like to have the funds to help Employees grow professionally, at this point in time the Employer is unable to approve the funding of Employees taking college courses when other training must be completed and is found more pertinent to the job . . .

At the hearing, Mr. Lorsung explained that the specific training he was referring to was the continuing education mandated by the Minnesota Board of Police Officer Standards and Training (POST) to maintain police officer licenses.

The City continued to deny the Union's grievance on this basis as it progressed through Steps 3 and 4.

Mayor George A. Wimmer, current Chief of Police Gene C. Hill and City Administrator Lorsung all testified that, in their view, Article 26 supports a distinction between bargaining unit members seeking general reimbursement for "bachelor degree programs" and those seeking compensation for courses which offer them "specific training the Employees need to do their job." Several police officer have "started and completed" bachelor programs, according to Chief Hill, but the City has not granted reimbursement for any request.

Request of Officer Barrows

On May 22, 2014, Union Steward/Officer Rodrick Barrows sent a letter to the City requesting reimbursement for the tuition costs of certain college courses. Although the school was not named in the letter, Officer Barrows wrote that he was "attending the same school that the Chief of Police graduated from." Officer Barrows' letter further noted that he had requested reimbursement for these expenses "several times" in the past, "three times to be exact." Officer Barrows did not specify any specific courses in the letter of May 22nd.

In a letter similar to his letter to Officer Zeman, Chief Hill denied Officer Barrows' request on the basis of "financial reasons, the department is not able to budget –

and does not have – funds to reimburse employees’ costs for tuition and books for college courses.”

2008-2009 Negotiations

The record established that the language contained in current Article 26 was based on a previous proposal agreed to by the parties in 1996. However, no evidence of bargaining history was provided by the parties.

During the negotiations for the 2008-2009 collective bargaining agreement, the Union proposed a modification to Article 26. Specifically, the Union proposed the addition of a clause providing that “All courses that apply to a job-related degree at an accredited college will be approved.” The City rejected this proposal. The rejection was based on the reluctance of the City to concede the current right to approve the courses and to consider the budget.

The Union withdrew its request for this modification on or about January 3, 2008. There was evidence to suggest that the Union had sought a similar modification in prior negotiations.

Positions of the Parties

The Union

The Union begins its argument by commenting on what it describes as the City's "shifting positions." Initially, contends the Union, the City justified the denial "solely on budgetary grounds." At the hearing, the Union maintains, the City additionally based its decision on the fact that Officer Zeman requested approval of an entire program, rather than course-by-course. The Union also alleges the City took a third position, that Article 26 covered only training courses, and not courses sponsored by colleges. Regardless, the Union contends, "All three defenses are without merit."

The Union takes the position that the benefits of Article 26 would be "rendered meaningless by allowing the City the unilateral option to simply not budget for it." The City recognizes the benefits of the provision, the Union argues, since it tried to eliminate the clause during bargaining. "If the Article does not apply to Officer Zeman's [request for reimbursement] . . . then the City will likely never permit that benefit to any police officer . . . That cannot be the intent behind Article 26."

The Union contends that the bargaining history relating to the provision is deficient and that any evidence in this regard was unhelpful. Instead, the Union suggests that the language used in the provision should be "closely scrutinized." In this regard, the Union emphasizes that the clause requires the City to reimburse its police officers. The Union concedes the right of the City to approve, but argues that nothing in the provision gives to the City the "sole authority to decide whether to budget for college educational

requests . . . If that was the case, Article 26 could be rendered moot at the City's sole option."

The Union also notes that the remainder of the paragraph contains specific limitations on what it refers to as the City's "obligation for reimbursement." These two limitations, establishing the requirement for a passing grade and restricting the application of the clause to probationary employees, are the only restrictions, the Union asserts. These specific limitations indicate that the parties "would have limited the benefit based on budgetary concerns had they chosen," maintains the Union.

The proposed amendment of 2007 also supports "the LELS interpretation," according to the Union. The proposed amendment included "all courses," the Union notes, indicating that the Union "believed courses related to law enforcement were already covered."

The Union contends that the only reason the City gave for its failure to pay the reimbursement was budgetary. To the Union, this reason is "disingenuous . . . The problem is not that the City does not have the funds; it is that it has chosen not to allocate the funds to tuition reimbursement."

The Union anticipates that the City will argue that the provision does not apply to college course but is limited to POST training courses. There is no support for such a notion, the Union contends. A case is cited for the proposition that the City abuses its discretion when it tries to limit reimbursement to "fingerprint identification, crime scene analysis etc."

"Officer Zeman," the Union argues, "is entitled to advance notice on what courses will be covered." In this regard, the Union suggests that the City should pay for all

courses “reasonably related” to police duties, unless the course is “designed to lead to a career change.”

Lastly, the Union notes that the course of study undertaken by Officer Zeman would be approximately \$20,000, but argues the “the cost for the entire program would not be incurred all at once, but rather over a period of time.”

The Union seeks an award which directs the City to reimburse for the courses requested, contingent upon Officer Zeman receiving the requisite grade.”

The City

The City begins its statement of position by making reference to the “plain language” of Article 26. The paragraph clearly states the reimbursement for college course is contingent upon approval by the Police Chief and the City Administrator, the City argues.

The past practices of the parties, the City contends, further support its position. Approval has always been made on the basis of course-by-course determinations, the City maintains, “never on the basis of entire degree programs.”

To further support its position, the City that, during the 2008-2009 negotiations, the Union tried to expand the clause to include “all courses that apply to a job-related degree at an accredited college.” The City notes that this proposal was rejected and eventually withdrawn by the Union.

The budget, the City maintains, is not large enough to accommodate the Union’s view. “The City has never budgeted for, and cannot afford, to pay for entire degree programs . . . has consistently rejected requests for approval . . . of such entire degree

programs.” The history indicates that the City approves all course requests that are “necessary to develop, enhance, or maintain job skills required for the requester’s position.”

Pursuant to Article 6, the City contends, it has the reserved right to “set and amend budgets.” The City has always provided sufficient funds to reimburse police officers for all necessary courses, it has never paid for entire degree programs. “LELS has long been aware,” the City asserts, “and has in the past acquiesced to the City’s interpretation and application” of Article 26.

The City seeks an award which rejects what it describes as the Union’s attempt to expand the reimbursement to “100% of the costs of tuition and books for an entire college degree program.”

The City asserts that it “has never approved reimbursement of tuition and/or books for an entire degree program, and has always interpreted the language to require only reimbursement on a course-by course basis, depending wholly upon whether the requested reimbursement for a course was necessary to develop, enhance or maintain job skills required for the requester’s position.”

Discussion

Applicable Principles

What is the extent of the City's duties pursuant to the CBA at Article 26? The provision itself, as the parties suggest, is quite clear. Pursuant to Article 26, the City is required to reimburse "100% of the costs for tuition and books" for "college courses *approved* by the Police Chief and the City Administrator." (emphasis supplied) Several other limits are placed on this duty by the CBA. The bargaining unit member must attain a grade of "C" or better or "Pass" in a pass/fail system. Reimbursement is not available for probationary employees under Article 26.

The City's position is quite straightforward. Officer Zeman's request was for reimbursement was for a "full degree program." The City takes the position that it is not required by Article 26 to reimburse the costs of tuition and books for any course which is part of a "full degree program." Therefore, according to the City's position, there is no necessity to provide for such an expense in the annual budget. In fact, the City notes, there are no funds in the budget to pay for college courses which are "full degree programs." Despite the possibility that a particular college course may assist the police officer to "grow professionally," the City has stated that it will never approve an Article 26 request so long as there exists "other training" which "must" be completed. The City argues that its position is further confirmed by Article 6, which reserves to the City the power to "set and amend budgets."

The Union, by contrast, takes the position that Article 26 requires the City to reimburse for any college course which relates to criminal justice. To the Union, the City's response to Officer Zeman's request was arbitrary. All of the college courses that were part of Officer Zeman's request related to criminal justice, according to the Union, and the City should be directed to reimburse her, contingent upon her receiving the requisite grade.

This grievance presents a question of contract interpretation and application. The rules which govern how the meaning of a contractual provision is determined are well established. Generally, where the language of the collective bargaining agreement is clear and unambiguous, the plain meaning of the words used must be applied to the facts. If a disputed contract term is reasonably susceptible to more than one meaning, the language is ambiguous.

Unless the parties are agreed on or intend something special, the language used by the parties must be assigned the ordinary and popularly accepted meaning. Evidence that conflicts with the unambiguous terms contained in the agreement cannot be considered for the purpose of modifying those terms. This includes evidence of all extra-contractual events, such as bargaining history or past practice. External sources can only be considered to determine what the parties intended when the operative language is ambiguous in nature. *American Oil Co.*, 62-1 ARB, Section 8073 (Boles, 1961); *Armstrong Rubber Co.*, 17 LA 741 (Gorder, 1952).

Where a collective bargaining agreement permits one or both of the parties the exercise of some degree of discretion, the implementation may not be

arbitrary, capricious, discriminatory or otherwise unreasonable. *Michigan Employment Security Commission*, 84 LA 473 (Fieger, 1985); *Hussman Corp.* 84 LA 23 (Maniscalco, 1985); *Chillicothe Telephone Company* 84 LA 1, (Gibson, 1984).

In this contract interpretation case, the appropriate standard of proof is a preponderance of the evidence. *Western Electric Co., Inc. v. Communication Equipment Workers, Inc.*, 554 F.2 134 (4th Cir. 1977). Pursuant to this standard, the Union is obligated to supply sufficient proof to show that, more likely than not, the existence of its assertions of fact are correct. The standard is equally applicable to the City with regard to its affirmative allegations.

City's Article 26 Duties

Article 26 requires the City to grant the request of any bargaining unit member who seeks reimbursement for the tuition and books for any college courses of which it approves. The meaning of this provision is very clear and quite unambiguous. Pursuant to the clause, the City is called upon to exercise its discretion to consider and determine whether or not any particular request for college course reimbursement is worthy of approval. The City is not required to approve any particular request. However, well-established precedent indicates that such approval may not be in reasonably withheld.

Additional Criteria in Article 26

The CBA does not support the manner in which the City has chosen to administrative its duties under Article 26. Neither party disputes that the City denied

Officer Zeman's request due to "financial reasons." The record clearly establishes that the City has made a decision that, regardless of the merits of any particular Article 26 request, it will not to approve any college course for reimbursement. More specifically, the City has expressed its unwillingness to approve Article 26 requests because "other training," such as required POST courses, "must be completed." In the context of this decision, there is no need to budget for Article 26 funds, as no requests will be approved.

Other than the requirement to maintain a certain grade performance and the restriction on probationary employees, the provision contains no special criteria. There is no language excluding any particular type of college course from consideration. The provision contains nothing which precludes reimbursement for any college course on the basis that successful completion might lead to a bachelor's degree. There are no terms that make a distinction based on the number of courses contained within a particular request or the costs of class.

While the CBA at Article 10, Paragraph 10.2, requires the City to pay the costs of "maintaining POST licensure," Article 26 contains no similar language of limitation. Article 26 does not tie the City's responsibilities under Article 10 to pay for POST training to the requirements of Article 26.

The only action the provision invites is the approval or denial of such requests that arise. This duty is reasonably discharged when the City makes a decision based on the specific merits of the reimbursement request.

Propriety of the City's Denial

Based on this record, the City's action to deny Officer Zeman's request is not reasonable and cannot be sustained. The criteria applied by the City in evaluating her request had no relation to the courses she was proposing for reimbursement. Regardless of the merits of the college courses proposed by Officer Zeman, the City had previously decided that it will pay only for training "that must be completed." College courses do not fit in that category. Under this approach, the City has raised a barrier that cannot be overcome by Officer Zeman.

This is true because, under the POST rules, the City is never relieved of its obligation to train its police officers and update their skills. Training requirements are continuous. Every active police officer in the State of Minnesota is required to complete a minimum of forty-eight hours of continuing education in order to maintain their POST license. Active officers are required by POST rules to train annually in the use of force and once every five years in emergency vehicle operation. No matter how reasonably related a particular course might be to the duties and responsibilities of a police officer, the City has made an advance decision to deny the request because such courses are not mandatory.

By conditioning approval of Article 26 requests for college course reimbursements on an event which cannot ever occur, the City acted in breach of its obligations under Article 26. Article 26 indicates that the City agreed to provide bargaining unit members a specific negotiated benefit - reimbursement for the cost of books and tuition of all college courses it approves. Having done so, the duty to provide this benefit cannot be avoided by imposing conditions that cannot be reasonably met.

In *City of St. Marys [Pa] and Officers of the City of St. Marys Police Department*, AAA Case No. 55-390-00072-99W (Talerico, 1999), the employer took a similar position when it failed to approve all post-secondary education classes simply because it decided its training budget must be totally devoted to traditional courses. The arbitrator held that the preference by the city for training classes and the denial of all reimbursement requests for other types of education “by simply not budgeting any money at all . . . would be an absolute abuse of discretion.”

As the City suggests, Article 6, Paragraph 6.1 does reserve the right “to set and amend” budgets. Nothing in Article 6, however, provides a basis to support the failure to budget for college course reimbursement, a benefit for which the CBA specifically provides.

Use of Extrinsic Evidence

The City argues that its denial of the reimbursement request made by Officer Barrows is evidence of the manner in which it has interpreted Article 26. It further argues that the failure of the Union to protest its actions is evidence of the Union’s “acquiescence” to its response.

The failure of a bargaining party to act upon a contractual right may be considered, in the appropriate case, as evidence of the parties’ intent. The failure to contest employer action has also been ruled, under certain circumstances, to be an acquiescence or waiver of a right provided for by contract. *See, e.g., Tecumseh Board of Education*, 82 LA 609 (Daniel, 1984); *Ryder Truck Rental*, 96 LA 1080 (Gibson, 1991).

But while cases have held that acquiescence to the violation of an express right precludes action on past transactions, the principle does not apply to future conduct. *Glidden Co.*, 96 LA 195 (Levy, 1990).

Moreover, there is no evidence in this case of any specific discussions or negotiations between the parties concerning the rights provided by Article 26, past or present. In order to establish a waiver by acquiescence, clear evidence is required. The evidence in this record is not sufficient to support the conclusion that a waiver by acquiescence occurred. *See, Universal Foods*, 91 LA 607 (Wahl, 1988).

Similarly, the evidence of the Union proposals in previous negotiations is insufficient to defeat the benefit provided for in Article 26.

Remedy

For a remedy, the Union requests an award that directs the City to reimburse Officer Zeman for all the courses contained in her request, conditioned on her receiving the requisite grade. In support of this contention, the Union argues that Officer Zeman should be reimbursed for any course which directly relates to the subject of criminal justice. The Union asserts that all of the courses contained in Officer Zeman's request were "directly related to criminal justice." The Union further suggests that the award provide "guidance on how course-by course request are to be considered."

In this case, there was no testimony suggesting what criteria or standards the City should consider in evaluating Officer Zeman's request for reimbursement. The *City of St. Marys* case does provide some well-considered assistance. In that case, it was suggested that the employer approve any course that is "reasonably related to [his]

position as a police officer.” In the absence of evidence relating to what courses should be approved, it appears that the standard suggested in the *City of St. Marys* should be applied.

In reviewing the record, it appears that several of the classes proposed by Officer Zeman reasonably relate to her position or duties and that several do not. The courses which do reasonably relate to what Officer Zeman does as a police officer are (1) the course in Constitutional Law, (2) the class entitled “Diversity in Criminal Justice,” (3) the course entitled “Inside the Criminal Mind,” (4) the course relating to “Troubled Youth” in criminal justice system and (5) “Contemporary issues in Criminal Justice.”

The award will require that the City reconsider Officer Zeman’s request for Article 26 reimbursement and, contingent upon her receiving an acceptable grade, reimburse her for the costs of tuition and books which relate to those courses.

Conclusion

Having carefully considered the testimony and exhibits received into evidence, as well as the written closing arguments of the parties, it is the opinion of the Arbitrator that the City violated Article 26 of the collective bargaining agreement when it denied Officer Zeman’s request for college course reimbursement. The City shall reconsider Officer Zeman’s request and shall reimburse her for the costs of tuition and books of the five courses referred to in the preceding section.

The grievance is therefore *SUSTAINED*.

A W A R D

1. **IT IS THE OPINION** of the Arbitrator that the City of Isanti, Minnesota, violated Article 26 of the CBA with LELS when, on January 27, 2014, it denied Officer Zeman's request for college course reimbursement.

2. **IT IS THE ORDER** of the Arbitrator that the City shall reconsider Officer Zeman's request and, contingent upon her receiving the appropriate grade, shall reimburse her for the costs of tuition and books for the following five courses: (1) the course in Constitutional Law, (2) the class entitled "Diversity in Criminal Justice," (3) the course entitled "Inside the Criminal Mind," (4) the course relating to "Troubled Youth" in criminal justice system and (5) "Contemporary issues in Criminal Justice."

October 3, 2014
St. Paul, Minnesota

David S. Paull, Arbitrator