

IN THE MATTER OF ARBITRATION ) GRIEVANCE ARBITRATION  
 )  
 between )  
 )  
 Sherburne County ) Kristin Cole Termination  
 ) Grievance  
 )  
 -and- ) BMS Case No. 15-PA-0036  
 )  
 Minnesota Public Employees )  
 Association ) October 20, 2014  
 ))

**APPEARANCES**

**For Sherburne County**

Gregory J. Wiley, General Counsel - Civil Division  
Roxanne Chmielewski, Human Resources Director  
Joel Brott, Sheriff  
Don Starry, Chief Deputy  
Brian Frank, Jail Administrator

**For Minnesota Public Employees Association**

Joseph Ditsch, Attorney, Fowler Law Firm, Little Canada,  
Minnesota  
Kristin Cole, Grievant

**JURISDICTION OF ARBITRATOR**

Article VII, Employee Rights - Grievance Procedure, Section  
7.4 Procedure, Step 4 of the 2011-2013 Collective Bargaining  
Agreement (County Exhibit #1) between Sherburne County  
(hereinafter "Employer" or "County") and Minnesota Public  
Employees Association (hereinafter "Union") provides for an  
appeal to arbitration of disputes that are properly processed  
through the grievance procedure.

The Arbitrator, Richard John Miller, was selected by the  
Employer and Union (collectively referred to as the "Parties")

from a panel submitted by the Minnesota Bureau of Mediation Services. A hearing in the matter convened on September 17, 2014, at 9:00 a.m. at the County Government Center, Elk River, Minnesota. The hearing was tape recorded with the Arbitrator retaining the tapes for his personal records. The Parties were afforded full and ample opportunity to present evidence and arguments in support of their respective positions.

The Parties' legal counsel elected to file electronically post hearing briefs, with receipt by the Arbitrator no later than October 3, 2014. The post hearing briefs were submitted in accordance with that deadline date. The Arbitrator then exchanged the briefs electronically to the Parties' legal counsel on October 4, 2014, after which the record was considered closed.

The Parties agreed that the grievance is a decorous matter within the purview of the Arbitrator, and made no procedural or substantive arbitrability claims.

**ISSUES AS DETERMINED BY THE ARBITRATOR**

1. Was there just cause to terminate the Grievant?
2. If not, what is the appropriate remedy?

**STATEMENT OF THE FACTS**

The facts are not in dispute. The Sherburne County jail is a unique facility in many respects. It is the second largest jail in the State of Minnesota, with 667 inmate beds. It houses

county inmates from Sherburne County and some surrounding communities, as well as federal marshal inmates and United States Immigration and Custom's Enforcement inmates pursuant to federal contracts. Sheriff Joel Brott is ultimately responsible for the operation of the jail under state statute. Sheriff Brott is the ultimate decision-maker on the appropriate level of discipline for employees, but he seeks input from many County employees as he makes his considered judgment on employee disciplinary matters.

The Grievant, Corrections Officer ("CO") Kristin Cole, had a spotless work record during her seven years of employment with the County. She also received excellent performance reviews from her supervisors.

A CO is charged with keeping the County citizens and the jail's inmate population safe. (County Exhibit #2). The position requires a great deal of integrity and trust, as there are many opportunities for COs to help create a dangerous environment in and around the jail.

All COs and all other jail employees are subject to the policies listed in the County Sheriff's Department General Operations Manual. Rule 5.0 dictates the Standards of Conduct and Performance for jail employees. (County Exhibit #3). Jail personnel are also subject to the Jail Policy and Procedure Manual's "Personnel Standards," located at Policy Number 1.0500.

Id. The policies and standards applicable to the instant matter state:

5.01 Violations of Rules - Members are not to commit any acts or omit any acts which constitute a violation of any of the rules, regulations, directives, orders, or policies and procedures of the department, whether stated in departmental operations manuals or elsewhere.

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5.03 Personal Conduct - Members are expected to conduct themselves at all times, both on and off duty, in such a manner as to reflect most favorably on the Sheriff and the department. Members shall not participate in any incident or conduct themselves in such a manner, whether on or off duty, which tends to impair their ability to perform as members of the department by bringing discredit to themselves or disrepute upon the department, or which tends to impair the operation of efficiency of the department or its members.

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5.05 Conformance to Laws - Members are to obey all laws of the United States and of any state and local jurisdiction in which they are present.

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1.0500.04 Jail staff shall adhere to the personnel standards as set forth in the Sherburne County General Operations Manual (see General Operations Manual).

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1.0500.06 Jail staff shall not use their official positions to secure privileges for themselves nor engage in behavior which conflicts with the interests of the jail and that of the Sheriff s Department as a whole.

(County Exhibit #3).

Theft is a criminal offense under Minn. Stat. 609.52. The applicable portions of that statute read:

Subd. 2. **Acts constituting theft**

- (a) Whoever does any of the following commits theft and may be sentenced as provided in subdivision 3:
  - (1) intentionally and without claim of right takes, uses, transfers conceals or retains possession of movable property of another without the other's consent and with intent to deprive the owner permanently of possession of the property;

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Subd. 3. **Sentence.**

Whoever commits theft may be sentenced as follows:

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- (3) to imprisonment for not more than five years or to payment of a fine of not more than \$10,000, or both, if any of the following circumstances exist:

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(d) the value of the property or services stolen is not more than \$1,000, and any of the following circumstances exist:

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(iv) the property consists of public funds belonging to the state or to any political subdivision or agency thereof.

(County Exhibit #19).

Based on the level of punishment for theft of public property in the statute, both Sheriff Brott and Chief Deputy Don Starry testified that such a crime is a felony under Minnesota law even if the value of the stolen property is small.

The County inmates receive food at mealtimes, and they also have the opportunity to purchase food from vending machines. The vending machines are collectively called the "commissary." For meal times, the COs order food trays for the inmates, and then the COs return the trays at the end of meal time. For the commissary, the inmates are issued cards, like a debit card, with which they can purchase the items from the commissary machines. From at least the beginning of the Grievant's employment, the County struggled with COs eating food tray items intended for the inmates. Approximately four times every year, the County had to remind employees not to eat food from the inmate trays. The County went so far as to post a picture of a CO eating from a food tray while a fight broke out in an attempt to identify the prohibited conduct.

Originally, the commissary vending machines were kept stocked by employees from the Finance Department, but sometime in the later months of 2013, this job was given to the COs. The COs were expected to figure this new task out on their own and were not given any written instructions or even shown how to perform the task by a supervisor. They were simply given the keys to the commissary stock rooms, and if they had any questions on how to perform the task, they called a fellow CO. At first, the COs just restocked the machines on the weekends because the machines would run empty over the weekend. Within a

short period of time, the COs took over this job entirely because the Finance Department could not keep up with the responsibilities of the job and would have had to staff an additional person just to perform this task.

Within a few weeks after starting the task of restocking the vending machines, the Grievant ate a Honey Bun during the course of her shift. She realized that she did not have a debit card like the inmates were issued, but she had a dollar bill with her. Later in the shift, she brought the dollar and her now-empty wrapper to a gathering of COs and at least one supervisor. She asked of everyone in the group how she could go about paying for the item she had just consumed. Everyone there, including the supervisor, dismissed the idea of paying for it. Shortly after eating the Honey Bun, Jail Administrator Brian Frank went down to speak with the group of COs standing near the time clock in the Muster area. The group talked about the new task of stocking the commissary vending machines. Jail Administrator Frank asked how the new task was going, and he expressed his gratitude to the group for having taken on the new assignment. He asked the group whether anyone had tried a product called a Honey Bun because the item was being purchased far more frequently than any other product. Several COs, including the Grievant, raised their hands and self-identified that they had tried the Honey Buns. The group had a laugh about

the nutritional value of the item because it has an extraordinarily high number of calories. The Grievant perceived from this meeting that it was okay to sample the product they were stocking into the commissary machines without paying for the item.

Some time after this meeting, the Grievant ate a streusel cake that was smashed and unsuitable for stocking in the vending machines. At the time the Grievant ate the streusel cake, the County expected the COs to just throw these items away. There were no logs for the COs to keep to account for the damaged product.

In early March 2014, the Finance Department notified the Sheriff that it was noticing product missing. The Sheriff then decided to investigate this matter. The investigators checked the commissary stock rooms and found empty food wrappers in the trash containers in these locked store rooms, along with some pairs of rubber gloves. It was surmised that the latex gloves were used to prevent finger prints from being left on the food wrappers.

Suspecting that this was the source of the missing product, an investigator installed a covert camera in one of the seven commissary stock rooms. The camera was set up on March 24, 2014, and recorded for most of the night. The following morning, the camera was removed. However, the recording

was not able to be viewed for several more weeks due to technical difficulties. Despite their concern over the missing product, the Sheriff's Department did not attempt to record the activities in any of the other stock rooms nor did they attempt to record the activities in any of the stock rooms after that night.

When the investigator was finally able to view the footage, he identified the Grievant as working in the stock room. During the course of her filling her work cart, which she would use to carry her supplies to the vending machine, the video shows that the Grievant opened a package and consumed a streusel cake, which was fresh product to be stocked in the commissary machines. (County Exhibit #4). The Grievant never left any money in the stock room to pay for the streusel cake nor she ever attempt to reimburse the County for the cost of this item.

The investigation of this incident was assigned to Captain Dan Andren. On May 6, 2014, six weeks after the recording, Captain Andren gave the Grievant a Summary of Complaint stating that she was being investigated for "misconduct" and told her that she need to speak with him "this week" concerning "theft of commissary item(s)." (County Exhibit #8). Thinking that there must be some mistake, and wanting to clear up the matter as quickly as possible, the Grievant asked whether Captain Andren could meet with her that very morning. (Union Exhibit #1). The

Grievant was advised that she could have a Union representative present for the interview, but because she did not think she had done anything wrong that could result in discipline, the Grievant declined to have representation at the interview. (County Exhibit #8).

The Grievant appeared at her interview on May 7, 2014, and signed an internal investigation warning indicating that she was to give a compelled statement. (County Exhibit #9). The Grievant then gave Captain Andren a sworn statement, the contents of which were transcribed and included in County Exhibit #10.

During the interview with Captain Andren, the Grievant freely admitted having sampled three items, a Honey Bun, strawberry streusel cake and a cinnamon streusel cake. (County Exhibit #10, p. 5). At the time of her admissions, she did not know that she had already been recorded on video having consumed any product.

The Grievant also volunteered that she had used indigent toothbrushes in the past to clean the staff bathrooms. (County Exhibit #10, p. 10). It was her understanding that she was permitted to use these for the fine cleaning around the faucet heads, for example. She stated that she did sometimes use the toothbrush for herself prior to using it to clean the sinks.

Id.

After the investigation was complete, an Internal Investigation report was prepared by Captain Andren. (County Exhibit #11). He sustained the allegations contained in the Summary of Complaint, and recommended that the Grievant should receive a minimum penalty of 2-3 day suspension without pay or a maximum penalty of termination. Id., p. 3.

On May 8, 2014, Chief Deputy Starry reviewed the Internal Investigation report and provided the Grievant with a Loudermill hearing notice. (County Exhibit #12). The letter noticing the meeting stated for the first time that the County intended to terminate her employment based on Policy and Standards violations. Id.

The Loudermill hearing occurred on May 9, 2014, with the Grievant, her Union attorney, Joseph Ditsch, and Chief Deputy Starry being present. During the Loudermill hearing, they reviewed the video footage of the Grievant opening and consuming the snack product. (County Exhibit #13). It was during this meeting that the Grievant discovered that the County considered her actions "theft," as she still thought there was a misunderstanding in her notice from Captain Andren ordering her compelled statement. During that hearing, the Grievant reaffirmed her actions and her statements to Captain Andren, and she took full responsibility for her actions. Id. "She said looking back at eating the snacks she didn't think it was wrong,

but after the interview with Capt. Andren - she knows it was."

Id. "She was very apologetic." Id.

On May 13, 2014, Chief Deputy Starry notified the Grievant on her termination effective May 18, 2014, which includes a contractual five day suspension without pay, prior to the effective date of her termination. (County Exhibit #14).

On May 20, 2014, the Union filed a written grievance protesting the Grievant's termination. (County Exhibit #15).

The Grievant had a Step 2 grievance meeting with Sheriff Brott on May 29, 2014. (County Exhibit #16). The Sheriff said, "she was respectful and apologetic for her actions." Id. The Grievant told Sheriff Brott that "she was not fully aware of the consequences of her actions." Id. Sheriff Brott confirmed during this meeting that the Grievant was aware that the County Administration considered the ordering and consumption of extra meal time food trays as "theft." Id. The Grievant's discharge was affirmed by Sheriff Brott on June 11, 2014. Id.

The grievance was appealed through the remaining steps of the contractual grievance procedure, and ultimately appealed to final and binding arbitration. (County Exhibits #18, 19).

#### **UNION POSITION**

The Grievant had a perfect work record and received excellent performance reviews during her seven years of CO duties with the County. The Grievant thought she had permission

to sample the product she was newly assigned to stock, and she came upon that belief through the actions of the Employer. She looked around and saw other County employees consuming food product off the inmates trays even though the County told employees that it regarded such consumption as "theft." While the County has the right to correct employee behavior it disapproves of, it must first inform the employees that termination was a possible consequence. Perhaps the Grievant could have anticipated that the County disapproved of her behavior. But, she in no way expected that an employee with a perfect work record, who willingly participated in the investigation, could be terminated for these actions.

The County does not believe that the Grievant was a bad person or a bad employee, so its argument must be that it is entitled to terminate in every case that could be considered "theft." However, it is not "theft" if one has permission to take the item. The Grievant was justified in her belief that the County was okay with the COs "sampling" new product. Then, even if she did have notice prohibiting such sampling, the Grievant was treated differently than the rest of the County employees when she was terminated. There were no County employees terminated for ordering and eating extra food trays. The County stopped looking after just one night with the Grievant on the video sampling the product. If the County

thought "theft" was such a serious offense, one would think they would have looked just a little harder and a little longer for a suspect.

Given the Grievant's understandable belief that the behavior, if not approved, was tolerated, termination is not the appropriate penalty. Much more egregious violations of Minnesota's criminal code and other misconduct are tolerated by Minnesota employers, and arbitrators, every year. The County wants and needs flexibility to enforce its rules, but no County rule, regulation, policy, or procedure comes close to saying that one could get terminated for this conduct. It would be simple enough to put employees on notice that they have zero tolerance for certain conduct and then enforce the rule uniformly. The punishment must fit the crime, so termination is too severe to be consistent with just cause.

For the above stated reasons, the Union respectfully requests that the Arbitrator reinstate the Grievant to her previous position, and impose a two-week suspension with back pay, a penalty more fitting the severity of her misconduct.

**COUNTY POSITION**

Labor arbitrators have long considered theft against an employer to be serious misconduct that justifies termination of employment. Many decisions by local arbitrators support the County's determination to terminate the Grievant's employment

for theft. Here, given that the theft was of public funds-a felony under Minnesota law-by a CO employed by the Sheriff's Department, the County had even more compelling reasons to impose severe discipline, and its decision to terminate the Grievant was reasonable. Accordingly, the Union's position seeking a lesser level discipline should be denied.

The County's decision to terminate the Grievant's employment meets all of the hallmarks of fair discipline. The level of discipline imposed in this case was fair, as shown by the arbitral authority, and that all management employees in the Sheriff's Department, as well as the Human Resources Director, were unanimous in their determination that termination was appropriate in this case. Any lesser form of discipline would send the message that a small theft against the Sheriff's Department are somehow permitted. That cannot be the standard in a law enforcement agency.

The grievance should be denied, and the termination of the Grievant's employment should be upheld.

#### **ANALYSIS OF THE EVIDENCE**

Article X, Discipline, Section 10.1 of the Collective Bargaining Agreement provides that "[t]he EMPLOYER shall discipline employees for just cause only." This "just cause" requirement means that the Employer must act in a reasonable, fair manner and cannot act in an arbitrary or capricious manner.

The Employer's discharge of the Grievant must therefore meet the standard of reasonableness.

Section 10.1 also states that "[d]iscipline shall be in one of the following forms: a) oral reprimand b) written reprimand c) suspension d) demotion, or e) discharge." Thus, Section 10.1 does not require progressive discipline. In other words, the County has the contractual right to impose any of these forms of discipline, including termination for the first and only proven offense committed by an employee.

There are generally two areas of proof in an arbitration of an employee's discipline case. The first involves proof of actual wrongdoing, the burden of which is always placed upon the employer when the contract requires just cause for discipline. The second area of proof, once actual wrongdoing is established, is the propriety of the penalty assessed by the employer.

The instant grievance involves a determination of whether or not the Grievant is guilty of theft of County property. Employee theft in the workplace is generally recognized as the unauthorized taking, control or use of employer property that is perpetrated by an employee during his or her employment.

The prevent of, and punishment for, theft of employer property advances a legitimate interest of management. An employer is entitled to expect honesty on the part of employees and taking of employer property, without permission and without

paying for it, is theft. An employee has the basic responsibility not to steal from their employer.

Theft of employer property is recognized as being one of the most serious workplace violations and can be a dischargeable offense no matter how much the item might cost the employer. Theft which is *mal en se*, a wrong in itself, is recognized by arbitrators much the same as a *mal en lex* crime, an action prohibited by law. In fact, theft of County property by an employee's inappropriate use of public funds is a criminal offense under Minn. Stat. 609.52, which was one of the grounds cited by the County to terminate the Grievant.

Generally, stealing from an employer is so contrary to an employee's duties and responsibilities that it literally terminates the employment relationship between the employee and the employer. Only in exceptional mitigating or extenuating circumstances will an arbitrator reverse an employer's decision to terminate an employee guilty of theft.

The first area of proof in this case is whether the evidence establishes that the Grievant was guilty of theft of public property. This burden was met by the Employer when the Grievant admitted in her compelled statement taken on May 7, 2014, that she had eaten two commissary items (Honey Bun and a streusel cake) without paying for them. The Grievant also admitted that she used hygiene items intended for indigent

inmates on a regular basis, without paying for them, by first personally using their toothbrushes and toothpaste before cleaning the sinks. She also admitted to consuming another streusel cake in the stock room without paying for it on March 24, 2014, as evidenced by the video recording.

With the evidence establishing that the Grievant is guilty of theft by consuming three food products owned by the County without paying for them, and also using toothbrushes and toothpaste intended for indigent inmates for her personal use without paying for them, there only remains the question of whether the propriety of the termination penalty assessed by the Employer against the Grievant was fair and reasonable under the contractual just cause standard.

The Grievant has presented what she believes is justifiable explanation for sampling of food products and using other products without payment, which were County-owned.

The Grievant alleges that she attempted to pay for the very first item she sampled (Honey Bun), presumably because she thought it appropriate to pay for the food she ate that was County-owned. According to the Grievant, the concept of paying for the Honey Bun and all other commissary items she consumed or used without payment were dismissed by her supervisor and co-workers during a meeting. Specifically, the Grievant alleges that Jail Administrator Frank asked her small group of co-

workers whether they had tried a Honey Bun, and the Grievant willingly raised her hand. The Grievant was not even questioned about this, let alone disciplined for this. More importantly, several COs raised their hands in response to the question, indicating that this practice was common in the jail. Through Jail Administrator Frank, the County knew sampling of County owned product without payment by the COs was commonplace. During this conversation, Jail Administrator Frank thanked the group for taking on the new task of stocking the commissary items, leading the Grievant to believe that free sampling was permitted as a sort of "thank you" from the County. After all, having the COs take on this task was a cost-saving to the County rather than having Finance Department employees take care of the task.

The Grievant "perception" was refuted by the testimony of Jail Administrator Frank. He stated that he never suggested or told the Grievant or any other COs that it was permitted for her or staff to sample the commissary food without paying for it. Instead, he just commented about the taste of the Honey Bun and about its high caloric content. Upon cross examination, the Grievant admitted that Jail Administrator Frank never suggested that the food be sampled without first paying for it. Moreover, at the time staff had the option of purchasing commissary items with their own funds.

The Grievant also suggested that she asked other employees how to pay for commissary items that she had consumed, and they told her it was "no big deal." None of those employees, however, came forward during the investigation of this incident or at the arbitration hearing confirming the Grievant's version. Moreover, the Grievant admitted that she never asked anyone in Jail Administration how to pay for the items that she consumed or used, or whether it was permissible for her to eat or use the items without paying for them. Clearly, the Grievant was never given permission by Sheriff's Department supervisors or managers to eat County-owned commissary items nor to use County-owned hygiene items intended for indigent inmates.

The Union alleges that the County has singled out the Grievant for termination, ignoring the consumption of food product on inmate trays by other employees and ignoring its own belief that more than just the Grievant was involved in eating the commissary items.

The Grievant admits that Jail Administration repeatedly (four times per year) informed staff that it was not permissible for COs to eat food off of the inmate lunch trays. This negates the Grievant's argument that the practice was actually permitted by Jail Administration. Clearly, COs were put on notice at least four times per year that this practice must cease.

It is generally accepted that enforcement of rules and assessment of discipline must be exercised in a consistent manner, all employees who engage in the same type of conduct must be treated essentially the same unless a reasonable basis exists for variations in the assessment of punishment.

The Grievant testified that many other COs were eating commissary items, and that other employees ate food off of inmate food trays, but were not punished for doing so. However, the Grievant refused to identify those employees who ate commissary items, and, to date, the Sheriff's Department has been unable to identify other perpetrators. The only employee who has admitted to or was observed consuming or using product owned by the County without payment is the Grievant. Thus, the Grievant's allegation that "everyone is doing it," referring to other bargaining unit members eating product without paying for the same has no merit.

The Union avers that termination is simply too severe a penalty for the Grievant's actions of consuming County-owned product without payment in light of the Grievant's spotless discipline record and excellent performance ratings. To the Grievant's credit she was an excellent employee for seven years. However, the testimony of Sheriff Brott was more convincing and compelling. He testified that the level of discipline was justified due to the Grievant's lack of integrity and lack of

respect for the position she held as a CO. Sheriff Brott testified credibly that any lesser discipline would send a message to jail employees that breaking the law by consuming small amounts of County-owned product without payment to the County was somehow permissible, a message that cannot be condoned or tolerated by employees in a law enforcement environment. He also indicated that the County is seeking felony charges against current inmates for theft of commissary items. Sheriff Brott rightly testified that the Sheriff's Department should be able to hold COs to a higher standard than the inmates that they guard.

Discharge for consumption and use of employer-owned product without paying for the same is clearly reasonable. It is only when the employer has been clearly unreasonable, arbitrary, capricious or discriminatory that an arbitrator may properly substitute his or her judgment as to the proper penalty for that of the employer's. Such was not the case here. The Grievant was not singled out for any arbitrary or capricious discipline and there is no showing of any kind of County bias, bad faith, favoritism, or discrimination toward her. The Grievant engaged in the consumption of County-owned product on three occasions without paying for them and on numerous occasions used County-owned product for her own personal use without paying for them. All other County employees who engaged in theft have been

terminated without exception. Consequently, the County had just cause pursuant to Section 10.1 of the Contract to discharge the Grievant for consuming and using County-owned product without paying for the same.

There is also ample arbitral authority to support the Grievant's discharge. Local arbitration decisions have held that even a small theft by a long-time, good employee constitutes just cause for termination of employment. AFSCME Council 5 and Ramsey County, BMS Case No. 09-PA-0086 (Holmes 2009); Allina Hospital & Clinics and SEIU Local 113, FMCS Case No. 05-55384-7 (Flagler 2006); AFSCME Council 5 and Independent School District No. 625, St. Paul (Gallagher 2009); Abbott Northwestern Hospital and SEIU Local 113, FMCS Case No. 05-55383-7 (Jacobs 2006); Fairway Reg. Services and AFSCME Council 65, BMS Case No. 08-RA-0368 (Jacobs 2008).

Numerous other arbitration decisions across the nation support the conclusion that termination is the proper penalty in this case. Star Kist Foods, Inc., 81 LA 577 (Hardbeck, 1983); Bethlehem Steel Corp., 81 LA 268 (Shamoff, 1983); Flinkole Co., 49 LA 810 (Block, 1967). Even though the amounts stolen are small, arbitrators have been inclined to uphold such discharges. Kroger Co., 50 LA 1194 (Abernathy, 1968); Colgate Palmolive Co., 50 LA 505 (Mcintosh, 1968). For example, Arbitrator Graff in Solar Aircraft Co., 32 LA 126, 129 (1959), upheld the discharge

of an employee for filing pennies down to be used as dimes in vending machines, and in doing so stated that although the monetary value involved is small, the offense hardly can be considered anything less than a serious offense. Arbitrator Eisele in Northwestern Bell Telephone Company and Communications Workers of America, 79 LA 79 (1982), upheld the discharge of an employee for stealing .7 gallons of gas.

**AWARD**

Based upon the foregoing and the entire record, the County had just cause pursuant to Section 10.1 of the Contract to terminate the Grievant. The grievance and all requested remedies are hereby denied.

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Richard John Miller

Dated October 20, 2014, at Maple Grove, Minnesota.