IN THE MATTER OF THE ARBITRATION BETWEEN

THE MINNESOTA NURSES ASSOCIATION, Union, and STATE OF MINNESOTA, DEPARTMENT OF HUMAN SERVICES, Employer.	)	MINNESOTA BUREAU OF MEDIATION SERVICES CASE NO. 11-PA-0886 ARBITRATOR'S DECISION AND RULINGS RELATING TO POST-AWARD MOTION

APPEARANCES

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On June 25, 2012, I issued the following Award in this grievance arbitration proceeding:

AWARD

The grievance is sustained in part. The Employer shall pay the grievant $1.49 for each hour that she worked from March 10, 2010, till October 23, 2010, plus a corresponding adjustment of benefits and wage premiums determined by those additional earnings.

On July 11, 2012, the Union served upon me and upon counsel for the Employer its "Clarification Request," which seeks an amendment of the award pursuant to Minnesota Statutes, Section 572B.20. Hereafter, I refer to the Union's Clarification Request as the "Motion to Amend." The Motion to Amend the award is made upon the ground that it is based upon erroneous findings of fact, set out in the following excerpt from the original Decision and Award:

> The evidence shows that the grievant could have eliminated the wage rate differential by bidding for the vacancy at the Security Hospital in the Registered Nurse Principal classification that was posted on September 23, 2010, and went unfilled until January of 2011. In the absence of other bidders for the position, the evidence indicates that, with her experience and her credentials, she would have been selected for that position if she had bid for it.
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> For that reason, the period of recovery should be limited -- to end one month after September 23, 2010, a reasonable time after the vacancy was posted.

As the Union points out in its Motion to Amend, the evidence before me showed that the vacancy at the Security Hospital in the Registered Nurse Principal classification, which I referred to in my findings, was not posted on September 23, 2010, but, instead, it was posted on September 23, 2011, and the vacancy went unfilled until January of 2012 rather than until January of 2011, as I stated in my findings.

On July 12, 2012, counsel for the Employer notified me and counsel for the Union that the Employer "does not contest the award clarification requested by the Minnesota Nurses Association . . . ."

I make the following ruling on the Union's Motion to Amend. I agree with the Union that the erroneous finding that dated the vacancy posting one year earlier than was shown by the evidence resulted in an award that erroneously reduced by one year the period for which the grievant is entitled to damages.

Accordingly, the award is amended to provide as follows:

AWARD

The grievance is sustained in part. The Employer shall pay the grievant $1.49 for each hour that she worked from March 10, 2010, till October 23, 2011, plus a corresponding adjustment of benefits and wage premiums determined by those additional earnings.

July 13, 2012

Thomas P. Gallagher, Arbitrator