

1 Bureau of Mediation Services

2

3 Adopted Permanent Rules Relating to Grievances

4

5 Rules as Adopted

6 5510.5110 POLICY.

7 Parts 5510.5110 to ~~5510.5180~~ 5510.5190 are to be liberally  
8 construed so as to effectuate the purposes of Minnesota  
9 Statutes, chapter 179A, the Public Employment Labor Relations  
10 Act.

11 5510.5120 APPLICATION.

12 Parts 5510.5110 to ~~5510.5180~~ 5510.5190 are applicable when  
13 a public employer and an exclusive representative of public  
14 employees have not reached agreement on or do not have access to  
15 a contract grievance procedure as required by Minnesota  
16 Statutes, section 179A.20, subdivision 4.

17 5510.5130 DEFINITIONS.

18 Subpart 1. **Scope.** For the purposes of parts 5510.5110 to  
19 ~~5510.5180~~ 5510.5190 the words defined in this part have the  
20 meanings given them.

21 Subp. 2. **Bureau.** "Bureau" means the Bureau of Mediation  
22 Services.

23 Subp. 3. **Days.** "Days" means calendar days.

24 Subp. 4. **Employee.** "Employee" means any public employee  
25 who is employed in a position that is part of an appropriate  
26 unit for which an exclusive representative has been certified  
27 under Minnesota Statutes, section 179A.12.

28 Subp. 5. **Grievance.** "Grievance" means a dispute or  
29 disagreement regarding the application or interpretation of any  
30 term of a contract required under Minnesota Statutes, section  
31 179A.20, subdivision 1. If no contract exists between the  
32 exclusive representative and the employer, "grievance" means a  
33 dispute or disagreement regarding the existence of just cause in  
34 the discipline of any employee or the termination of

1 nonprobationary employees.

2 Subp. 6. **Nonprobationary.** "Nonprobationary" means an  
3 employee who has completed an initial, ~~formally-defined~~  
4 probationary period required as a part of the public employer's  
5 ~~regular-original~~ employment process.

6 Subp. 7. **Party.** "Party" means either the exclusive  
7 representative and its authorized agent or the employer and its  
8 authorized representative.

9 Subp. 8. **Service.** "Service" means personal delivery or  
10 service by the United States Postal Service, postage prepaid and  
11 addressed to the individual or organization at its last known  
12 mailing address. Service under parts 5510.5110 to ~~5510-5180~~  
13 5510.5190 is effective upon receipt deposit with the United  
14 States Postal Service, as evidenced by a postmark or dated  
15 receipt, or upon personal delivery.

16 5510.5131 COMPUTATION OF TIME.

17 In computing any period of time prescribed or allowed by  
18 parts 5510.5110 to ~~5510-5180~~ 5510.5190, the day or act or event  
19 upon which a period of time begins to run shall not be  
20 included. The last day of the time period shall be included  
21 unless it is a Saturday, Sunday, or holiday.

22 5510.5140 STEP ONE.

23 When an employee or group of employees represented by an  
24 exclusive representative has a grievance, the employee or an  
25 agent of the exclusive representative shall attempt to resolve  
26 the matter with the employee's immediate supervisor within 21  
27 days after the employee, through the use of reasonable  
28 diligence, should have had knowledge of the event or act giving  
29 rise to the grievance. The supervisor shall then attempt to  
30 resolve the matter and shall respond in writing to the grievant  
31 and the agent of the exclusive representative within five days  
32 after the grievance is presented.

33 5510.5150 STEP TWO.

34 If the supervisor has not been able to resolve the

1 grievance or has not responded in writing within the time period  
2 provided in part 5510.5140 (step one), a written grievance may  
3 be served on the next appropriate level of supervision by the  
4 exclusive representative. The written grievance shall provide a  
5 concise statement outlining the nature of the grievance, the  
6 provisions of the contract or the just cause situation in  
7 dispute, and a statement of the relief or remedy requested. The  
8 written grievance must be served on the employer's  
9 representative within ~~ten~~ 15 days after the immediate  
10 supervisor's response was due under part 5510.5140 (step one).  
11 The employer's representative shall meet with the agent of the  
12 exclusive representative within five days after service of the  
13 written grievance and both parties shall attempt to resolve the  
14 grievance. The employer's representative shall serve a written  
15 response to the grievance on the agent of the exclusive  
16 representative within five days of the meeting. The response  
17 shall contain a concise statement of the employer's position on  
18 the grievance and the remedy or relief the employer is willing  
19 to provide, if any.

20 5510.5160 STEP THREE.

21 If the grievance is not resolved under part 5510.5150 (step  
22 two), the exclusive representative may serve the written  
23 grievance upon the chief administrative agent of the employer or  
24 that person's designated representative within ~~five~~ ten days  
25 after the written response required by part 5510.5150 (step two)  
26 was due. An agent of the exclusive representative shall meet  
27 with the chief administrative officer or designee within five  
28 days of service of the written grievance and they shall attempt  
29 to resolve the matter. The chief administrative officer or  
30 designee shall serve a written response to the grievance on the  
31 agent of the exclusive representative within five days of the  
32 meeting.

33 5510.5170 ARBITRATION.

34 Subpart 1. **Referral to arbitration.** If the response of  
35 the chief administrative officer or designee is not received

1 within the period provided in part 5510.5160 (step three) or is  
2 not satisfactory, the exclusive representative may serve written  
3 notice on the employer of its intent to refer the case to  
4 arbitration within ten days after the response required by part  
5 5510.5160 (step three) is due.

6 Subp. 2. Selection of arbitrator. Within ten days of the  
7 service of written notice of intent to arbitrate, the employer's  
8 chief administrative officer or designee shall consult with the  
9 agent of the exclusive representative and endeavor to mutually  
10 agree upon an arbitrator to hear and decide the grievance. If  
11 the parties do not agree upon the selection of an arbitrator,  
12 either party may request a list of impartial arbitrators from  
13 the bureau. The parties shall alternately strike names from a  
14 list of five names to be provided by the bureau until only one  
15 name remains, and the remaining name shall be the designated  
16 arbitrator. The determination of which party will commence the  
17 striking process shall be made by mutual agreement or a flip of  
18 a coin. If one party refuses to strike names from the list  
19 provided by the bureau, the other party may serve written notice  
20 of this fact upon the bureau, with a copy to the offending  
21 party. Unless it is confirmed that the parties have otherwise  
22 selected or agreed upon an arbitrator within three days of  
23 service of the notice of refusal or failure to strike names, the  
24 bureau shall designate one name from the list previously  
25 provided to the parties and the person so designated by the  
26 bureau shall have full power to act as the arbitrator of the  
27 grievance.

28 Subp. 3. Arbitrator's authority. The arbitrator shall  
29 have no authority to amend, modify, add to, or subtract from the  
30 terms of an existing contract. ~~The arbitrator shall consider~~  
31 ~~and decide only the specific issue submitted in writing by the~~  
32 ~~parties. The arbitrator shall give due consideration to the~~  
33 ~~positions of the parties and base the award solely upon the~~  
34 ~~arbitrator's interpretation and application of the written terms~~  
35 ~~of the contract and the facts presented by the parties.~~ The  
36 decision and award of the arbitrator shall be final and binding

1 upon both parties.

2       Subp. 4. **Arbitration expenses.** The employer and the  
3 exclusive representative shall share equally the arbitrator's  
4 fees and necessary expenses. Cancellation fees shall be paid by  
5 the party requesting the cancellation and any fees incurred as  
6 the result of a request for clarification shall be paid by the  
7 party requesting the clarification. Each party shall be  
8 responsible for compensating its own representatives and  
9 witnesses except to the extent provided by part 5510.5180,  
10 subpart 1.

11       Subp. 5. **Transcripts and briefs.** Because arbitration is  
12 intended to provide a simple, speedy alternative to litigation  
13 processes, the use of transcripts and briefs should be  
14 considered only in exceptional circumstances. If a verbatim  
15 record is required, it may be prepared providing the party  
16 desiring the record pays the cost and makes a copy available to  
17 the other party and the arbitrator without charge. The  
18 arbitrator may maintain written notes of the hearing and may use  
19 an electronic recording device to supplement the note taking.  
20 These notes shall be considered the arbitrator's private and  
21 personal property and shall not be made available to the parties  
22 or another third party. If a recording device is used by the  
23 arbitrator to supplement the arbitrator's notes, the arbitrator  
24 shall retain the recording for a period of 90 days following the  
25 issuance of the award.

26 5510.5180 PROCESSING OF GRIEVANCES.

27       Subpart 1. **Release time.** To the fullest extent feasible,  
28 the processing of grievances under parts 5510.5110 to ~~5510-5180~~  
29 5510.5190 shall be conducted during the normal business hours of  
30 the employer. Employees designated by the exclusive  
31 representative shall be released from work without loss of  
32 regular nonovertime earnings as a result of their necessary  
33 participation in meetings or hearings held pursuant to parts  
34 5510.5110 to ~~5110-5180~~ 5510.5190, whenever such release is  
35 consistent with the ability of the employer to conduct safe and

1 reasonable operations. No more than three employees shall be  
2 entitled to compensation for participation in a single meeting  
3 or hearing with respect to any one grievance.

4 Subp. 2. Waiver of steps. The parties may by written  
5 mutual agreement waive participation in the grievance steps in  
6 parts 5510.5140 to 5510.5160 and may similarly agree to extend  
7 the time limits established by parts 5510.5140 to 5510.5170.

8 Subp. 3. Time limits. A failure to raise a grievance  
9 within the time limits specified in part 5510.5140, or to  
10 initiate action at the next step of the procedure in parts  
11 5510.5140 to 5510.5170 within the time limits in these parts  
12 shall result in forfeiture by the exclusive representative of  
13 the right to pursue the grievance. A failure of an employer  
14 representative to comply with the time periods and procedures in  
15 parts 5510.5140 to 5510.5170 shall require mandatory alleviation  
16 of the grievance as requested in the last statement by the  
17 exclusive representative.

18 5510.5190 EFFECTIVE DATE.

19 Subpart 1. No existing agreement. In cases where there is  
20 no current collective bargaining agreement between an exclusive  
21 representative and a public employer, parts 5510.5110 to  
22 5510.5190 are effective five days after the date of publication  
23 of the notice of adoption in the State Register.

24 Subp. 2. Existing agreement. If an exclusive  
25 representative and a public employer have executed a collective  
26 bargaining agreement before parts 5510.5110 to 5510.5190 become  
27 effective, and the agreement relies upon the grievance procedure  
28 adopted by the director to satisfy Minnesota Statutes, section  
29 179A.20, subdivision 4, parts 5510.5110 to 5510.5190 shall  
30 become effective only upon the termination of the agreement.  
31 During the term of any agreement executed before parts 5510.5110  
32 to 5510.5190 become effective, the provisions of the grievance  
33 procedure contained in parts 5510.4600, 5510.4700, 5510.4800,  
34 5510.4900, 5510.5000, and 5510.5100 shall prevail.

35 REPEALER. Minnesota Rules, parts 5510.4600, 5510.4700,

04/15/87

[REVISOR ] JCF/MM AR1031

1 5510.4800, 5510.4900, 5510.5000, and 5510.5100 are repealed,  
2 except as provided by part 5510.5190.