

# Arbitration

Life



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BUSTER**

Over the past few weeks the legal advisory/employee team has been acting as an advisor to the Minnesota Department of Baby Boomer Retention, also referred to as the Department, carefully outlining advisory reports to management against their case against Mr.. Chuckles. The advisory report offered the necessary Information and terminology for the entire arbitration process. Specifically the final & binding, due process, just cause, swearing in of witnesses, presidential impact & subpoenas.

As the weeks progressed management has conducted their opening statement, offered their witness list, witness statements, various exhibits/documents that support their stance on the Issue, and lastly the closing statement. After careful review of the arbitration process from management's perspective the legal advisory/employee team will offer a review listing the exemplary actions taken, and concerning actions throughout the process. Exemplary Actions and Concerning Actions opening statement: Making a clear and concise opening statement for the Arbitrator will put your case in the best light. Your opening statement should resent your case in the most advantageous manner for your client, so as to initially Incline the arbitrator to your view. It should also Include a definition of the parameters of your position and what your position is not" (American Bar, n. D. , Para. Opening Statement). Management offered a very strong opening statement which followed the guidance as presented by the team. At the start of the hearing, management introduced themselves and clearly presented the issue. As per the guidance the arbitrator Is bound to render a decision based only on the Issue presented.

Management wrote a clear and concise statement of the issue, the warranted termination of Mr.. Chuckles for violation of company policy, misuse of company email, and blatant violation of the firm's sexual harassment policy. Specifically outlining that non-verbal sexual harassment Includes but Is not Limited to the distribution, display, or discussion of any written or graphic material via email, photos, text messages, internet posting, or any other form of communication that is sexual in nature and offense will not be tolerated. Management also clearly showed how the sexual harassment policy was signed by Mr..

Chuckles 26 March 2013, In which he acknowledged that he understood the policy to include the repercussions for a breach of the policy which included termination. The Department will not tolerate harassment of any kind to our employees and maintains a zero tolerance policy for employees who engage in harassment behavior. The policy states, " non-verbal harassment Includes distribution, display or discussion or any written or graphic material that ridicules, denigrates, insults, belittles or shows hostility, aversion or disrespect toward and individual or group... Stile work environment harassment consists of verbiage of sexual nature, unwelcome sexual materials... That include texts, e-mails, cartoons or posters of a sexual nature... " Management conducted a thorough investigation regarding the allegations against Mr.. Chuckles, and gathered all the necessary documentation as shown in the exhibits sexual nature to numerous employees within the past year, in which Mr.. Chuckles acknowledged. Management once again identified its zero tolerance sexual

harassment policy in any form, and has reserved the right to escalate this corrective action and terminate employment of Mr..

Chuckles. During the hearing the witnesses' swore in to affirm they will respond truthfully to questions asked while they are under oath. The witnesses' were deemed credible and had neither motive for an incorrect version (e. G. , personal bias against the grieving) or physical infirmity (e. G. , poor hearing (Holly, Jennings & Welters, 2012, p. 540). All witnesses presented had relevant information that attributed to management decision to terminate Mr.. Chuckles, including physical evidence, testimony, IT information, records, polices, documentation, and witness statements.

In management's closing statement they highlight additional comments to highlight the facts regarding the termination of Mr.. Chuckles to include supervisor documentation, the impact of the victim, and union relations in which the bargaining agreement is very specific about a zero tolerance policy on harassment to include an immediate termination clause.

Management was also very conscientious about notifying the union of the breach in work rules in the union bargaining agreement. The union steward was immediately notified of the termination.