

IN THE MATTER OF ARBITRATION BETWEEN

International Brotherhood of)
Teamsters, Local Union No. 455,)
the Union) Grievant: Louis Yepez
)
- and -) Grievance No. 109971
)
Meadow Gold Dairies,)
the Employer) Re: Termination

Before Kathy L. Eisenmenger, J.D., Labor Arbitrator

Introduction

Pursuant to Article 10, Grievance and Arbitration, of the collective bargaining agreement (“the Agreement”) between the above parties, the Union and the Employer mutually appointed the Undersigned as Arbitrator in Grievant Louis Yepez' termination from employment. I conducted an evidentiary hearing on October 6, 2011, at a hotel in Greeley, Colorado. Mr. Rhett K. Dacus, Expert Legal Counsel, LLC, represented the Union and the Grievant. Ms. Emily F. Keimig, Attorney at Law with Sherman & Howard, LLC, represented the Employer. The parties' jointly submitted three (3) exhibits that were admitted into the record. Joint Exhibit (JX) 1 contained the Agreement, which the parties represented was in effect at the time of the Grievant's termination and the grievance process. The Union's Grievance No. 109971, dated June 24, 2011, was admitted as JX 2. The Employer's termination letter, dated June 27, 2011, was admitted as JX 3.

The Employer presented the sworn/affirmed testimony of Mr. Michael Lapp, Foreman; Mr. Robert Garcia, Sanitation Supervisor; and, Mr. Terry Retelle, Plant Manager. Ms. Dana K. Rutz, Human Resources Manager, also attended the arbitration hearing. The Employer submitted a collection of document, which were admitted as Company Exhibit (CX) 1, that contained pages 4, 6 and 7 of the Workplace Violence and Rules of Conduct policies from the Union Handbook revised April 27, 2006; an Acknowledgement Receipt the Grievant signed on July 17, 2009; pages 14 and 16 of the Employer's Code of

The Employer is hereby ORDERED to rescind the Grievant's termination action in its entirety and to expunge any documentation and/or reference to the termination action from the Grievant's employment records. The Employer is also hereby ORDERED to reinstate the Grievant to the position of Assistant Machine Operator or similar position for which the Grievant qualifies at the same rate of pay, including any contractual wage rate increases effected to bargaining unit employees subsequent to June 24, 2011, and other terms of employment.

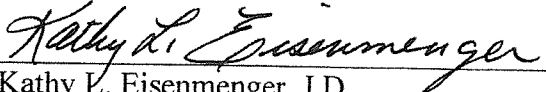
The Employer is also hereby ORDERED to take the necessary action to make the Grievant whole for full back pay, minus any interim and substitute earnings the Grievant received during the erroneous termination period. The Grievant shall cooperate fully to provide the Employer with appropriate information, tax returns, earnings statements and other documents showing his substitute earnings, if any.

The Union's request for the payment of interest on the back pay amount is denied.

The Employer is further ORDERED to restore to the Grievant all of the seniority, leave balances, retirement contributions, health and/or other insurance benefits and any other benefits for which the Grievant suffered losses due to the Employer's termination action.

The Arbitrator will retain jurisdiction over this matter in the event the parties encounter disagreements over the implementation of the terms of the above remedies.

February 20, 2012


Kathy L. Eisenmenger, J.D.
Labor Arbitrator