

SUPREME JUDICIAL COURT OF MAINE

State of Maine v. Maine State Employees Association, SEIU Local 1989

2016 ME 148 (2016) · No. Ken-15-466 · Decided October 6, 2016

SUMMARY

The Maine Supreme Judicial Court held that an arbitrator exceeded her powers by finding timely an arbitration request filed after the deadline established by the collective bargaining agreement and a written deadline waiver. The court concluded that the parties' written agreement extended the deadline only through October 7, 2013, and that no further written extension was made. It vacated the Superior Court's judgment and remanded for entry of a judgment vacating the arbitration award.

CASE DETAILS

COURT	Supreme Judicial Court of Maine
WRITING FOR THE COURT	Hjelm, J.; Saufley, C.J.; Alexander, J.; Mead, J.; Gorman, J.; Jabar, J.; Humphrey, J.
JURISDICTION	Maine
DECIDED	October 6, 2016
DOCKET	Ken-15-466
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	The State appealed from the Kennebec County Superior Court's denial of its motion to vacate an arbitration award that reinstated a Department of Health and Human Services employee.
STANDARD OF REVIEW	Review of an arbitrator's finding of substantive arbitrability is for errors of law. Review of whether an arbitrator exceeded her powers is extremely narrow; an award is upheld if any rational construction of the agreement supports it, and the Superior Court's confirmation is upheld unless the court was compelled to vacate the award.
PRECEDENTIAL VALUE	Published Maine Supreme Judicial Court opinion; precedential.
PARTIES	State of Maine, Department of Health and Human Services v. Maine State Employees Association, SEIU Local 1989

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QUESTIONS PRESENTED

1. Whether the arbitrator exceeded her powers by finding the grievance arbitrable after MSEA filed the Step 4 arbitration request beyond the deadline established by the collective bargaining agreement and the parties' written extension.
2. Whether the State's email indicating that the parties could "touch base later" constituted a written mutual agreement to extend the arbitration deadline beyond October 7, 2013.

HOLDINGS

1. The arbitrator exceeded her powers by finding the arbitration request timely. Under the collective bargaining agreement, the written waiver extended or tolled the filing period only through September 16, after which the fifteen-workday period expired on October 7; MSEA's October 22 filing was untimely.

KEY QUOTATIONS

"The standard of review used to determine whether an arbitrator exceeded her power is "extremely narrow." (¶ 16)

"By attributing to the State an agreement to waive deadlines beyond the date to which it in fact consented, and then enforcing a waiver that is necessarily deficient under the CBA, the arbitrator, in effect, re-wrote the terms of the CBA." (¶ 23)

"The grievance process and Berube's employment rights are governed by the CBA that the State and MSEA bargained for at the negotiating table, not by the arbitrator's individual concept of justice." (¶ 25)

FACTUAL BACKGROUND

Susan Berube, a DHHS employee covered by a collective bargaining agreement, was terminated after employees at a client residence detected a strong odor of alcohol on her breath. MSEA pursued a grievance on her behalf, but its request for arbitration was filed after the fifteen-workday deadline, even accounting for a written waiver that tolled deadlines through September 13 and resumed them on September 16. The arbitrator treated the State's statement that it could "touch base later" as supporting a further waiver and ultimately reinstated Berube.

PROCEDURAL HISTORY

After Susan Berube was terminated, MSEA pursued the grievance through the collective bargaining agreement's arbitration procedure. The arbitrator found the grievance arbitrable and later ordered Berube reinstated with back pay and a written reprimand. The State moved to vacate the award under Maine's Uniform Arbitration Act; the Superior Court denied the motion, and the State appealed.

DISPOSITION

reversed_and_remanded

REMAND INSTRUCTIONS

Remanded to the Kennebec County Superior Court for entry of a judgment vacating the arbitration award.

CASES CITED

- Stanley v. Liberty, 2015 ME 21, 111 A.3d 663
- Champagne v. Victory Homes, Inc., 2006 ME 58, 897 A.2d 803
- Dep't of Corr. v. AFSCME, Council 93, 2000 ME 51, 747 A.2d 592
- HL 1, LLC v. Riverwalk, LLC, 2011 ME 29, 15 A.3d 725
- Caribou Bd. of Educ. v. Caribou Teachers Ass'n, 404 A.2d 212 (Me. 1979)
- Dep't of Transp. v. Maine State Emps. Ass'n, SEIU Local 1989, 606 A.2d 775 (Me. 1992)
- Westbrook Sch. Comm. v. Westbrook Teachers Ass'n, 404 A.2d 204 (Me. 1979)
- City of Lewiston v. Lewiston Firefighters Ass'n, IAF, Local No. 785, 629 A.2d 50 (Me. 1993)
- Union River Valley Teachers Ass'n v. Lamoine Sch. Comm., 2000 ME 57, 748 A.2d 990
- AFSCME, Council 93 v. City of Portland, 675 A.2d 100 (Me. 1996)