

SUPREME COURT OF MINNESOTA

Gilbertson v. Williams Dingmann, LLC

894 N.W.2d 148 (Minn. 2017) · Decided May 3, 2017

SUMMARY

The Minnesota Supreme Court considered whether an offer to return to work with the same employer was consistent with a rehabilitation plan identifying a vocational goal of returning to work with a different employer in the same industry. Applying the plain meaning of Minn. Stat. § 176.101, subd. 1(i), the court held that the job offer was inconsistent with the plan because the parties had agreed to a different-employer goal. The court affirmed the Workers' Compensation Court of Appeals' decision reversing discontinuance of temporary total disability benefits.

CASE DETAILS

COURT	Supreme Court of Minnesota
WRITING FOR THE COURT	Hudson, Justice
JURISDICTION	Minnesota
DECIDED	May 3, 2017
DISPOSITION	affirmed
PROCEDURAL POSTURE	Petition for a writ of certiorari challenging the Workers' Compensation Court of Appeals' reversal of a compensation judge's decision to discontinue temporary total disability benefits.
STANDARD OF REVIEW	De novo review applies to interpretation of statutory provisions in the Workers' Compensation Act, and the court is not bound by a WCCA decision resting on application of a statute to undisputed facts.
PRECEDENTIAL VALUE	Published precedential opinion of the Minnesota Supreme Court
PARTIES	Williams Dingmann, LLC, United Fire & Casualty Group v. Shannon Gilbertson

TOPICS

workers compensation

statutory interpretation

plain meaning rule

administrative law

judicial review of agency action

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether, under Minn. Stat. § 176.101, subd. 1(i) (2016), an offer to return to work with the same employer is consistent with a rehabilitation plan stating that the employee's vocational goal is to return to work with a different employer in the same industry.
2. Whether the employer could discontinue temporary total disability benefits when the employee refused a job offer that was inconsistent with the filed rehabilitation plan.

HOLDINGS

1. Under Minn. Stat. § 176.101, subd. 1(i), an offer to return to work with the same employer is not consistent with an employee's rehabilitation plan stating that the vocational goal is to return to work with a different employer.

KEY QUOTATIONS

“All of these dictionary definitions lead to the same conclusion: “an offer of work that is consistent with- a plan of rehabilitation” is simply a job offer that is compatible, or in agreement, with the rehabilitation plan.” (153)

“Accordingly,, we conclude that under the plain language of Minn, Stat. § 176.101, subd. l(i), an offer to return to work with the same employer is not “consistent with” an employee’s rehabilitation plan that states that the vocational goal, is to return to work with a different employer.” (154)

FACTUAL BACKGROUND

Shannon Gilbertson, a licensed mortician, worked for Williams Dingmann, LLC, as a funeral director and resigned after the employer could no longer accommodate her requested change to her on-call schedule. After sustaining a work-related low-back injury, she was released to work with moderate restrictions and entered into a rehabilitation plan identifying her vocational goal as returning to work with a different employer in the same industry. Williams Dingmann later offered her a funeral-director position at the same compensation and work schedule, but without addressing the family-related reason for her resignation; Gilbertson declined the offer, and the employer sought to discontinue her temporary total disability benefits.

PROCEDURAL HISTORY

The compensation judge granted the employer's request to terminate Gilbertson's temporary total disability benefits after she refused an offer to return to work with the date-of-injury employer. The Workers' Compensation Court of Appeals reversed, concluding that the offer was inconsistent with Gilbertson's rehabilitation plan, which identified return to work with a different employer as the vocational goal. The Minnesota Supreme Court affirmed the WCCA.

DISPOSITION

affirmed

CASES CITED

- Reider v. Anoka-Hennepin Sch. Dist. No. 11, 728 N.W.2d 246, 249 (Minn. 2007)
- Ekdahl v. Indep. Sch. Dist. No. 213, 851 N.W.2d 874, 876 (Minn. 2014)
- Zurich Am. Ins. Co. v. Bjelland, 710 N.W.2d 64, 68 (Minn. 2006)
- State v. Hayes, 826 N.W.2d 799, 804 (Minn. 2013)
- Larson v. State, 790 N.W.2d 700, 703 (Minn. 2010)
- In re Welfare of J.J.P., 831 N.W.2d 260, 264 (Minn. 2013)
- Wirtjes ex rel. Greenfield v. Interstate Power Co., 479 N.W.2d 713, 715 (Minn. 1992)
- Larson v. Nw. Mut. Life Ins. Co., 855 N.W.2d 293, 301 (Minn. 2014)
- Conwed Corp. v. Union Carbide Chem. & Plastics Co., 634 N.W.2d 401, 406 (Minn. 2001)
- Shire v. Rosemount, Inc., 875 N.W.2d 289, 296 (Minn. 2016)
- Caldas v. Affordable Granite & Stone, Inc., 820 N.W.2d 826, 836 (Minn. 2012)
- Gilbertson v. Williams Dingmann, LLC, No. WC15-5878, 2016 WL 3262910 (Minn. WCCA May 2, 2016)