

**STATE OF MINNESOTA
IN COURT OF APPEALS
A24-1813**

Melrose Federation of Teachers, American Federation of Teachers Local 1284,
Appellant,

vs.

Melrose Independent School District No. 740,
Respondent.

**Filed July 7, 2025
Reversed and remanded
Cochran, Judge**

Stearns County District Court
File No. 73-CV-24-1839

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Brotherhood of Teamsters, Local 638, and Inter Faculty Organization)

Considered and decided by Reyes, Presiding Judge; Cochran, Judge; and Schmidt,
Judge.

SYLLABUS

1. When deciding a motion to compel arbitration under Minnesota Statutes section 572B.07(a) (2024), the district court must decide, as a threshold matter, whether there is “a grievance arising under a collective bargaining agreement” within the meaning of Minnesota Statutes section 572B.06(b) (2024), and, if so, order the parties to arbitrate

“whether an agreement to arbitrate exists or [the] controversy is subject to an agreement to arbitrate.”

2. A “grievance arising under a collective bargaining agreement,” as that phrase is used in Minnesota Statutes section 572B.06(b), means an allegation of a violation of a collective bargaining agreement that a party seeks to resolve by invoking a procedure in the collective bargaining agreement.

OPINION

COCHRAN, Judge

This case concerns a dispute regarding the denial of retiree health-insurance benefits provided under a collective bargaining agreement (CBA) and a resulting motion to compel arbitration. The CBA contains an arbitration agreement. The issue presented on appeal is whether the district court or the arbitrator should decide whether the parties’ dispute is subject to arbitration under the arbitration agreement.

We conclude that Minnesota Statutes sections 572B.06(b) and 572B.07(a) require an arbitrator, not the district court, to determine whether a dispute is subject to arbitration when the dispute involves “a grievance arising under a [CBA],” which means an allegation of a violation of a CBA that a party seeks to resolve by invoking a procedure in the CBA. We further conclude that the district court erred when it determined that the parties’ dispute did not involve “a grievance arising under a [CBA]” within the meaning of section 572B.06(b) and, on that basis, denied appellant’s motion to compel under section 572B.07(a). We therefore reverse and remand with instructions to compel arbitration.

FACTS

Appellant Melrose Federation of Teachers, American Federation of Teachers Local 1284 (the union) is the exclusive representative of teachers employed by respondent Melrose Independent School District No. 740 (the school district). The union and the school district are the parties to a CBA. The CBA governs the compensation and terms of employment for teachers employed by the school district and represented by the union. The parties entered into the CBA consistent with the Public Employment Labor Relations Act (PELRA), Minn. Stat. §§ 179A.01-.60 (2024). The CBA provides that teachers employed with the school district for at least fifteen years are eligible to receive “health insurance retirement benefits.” The dispute at issue in this appeal concerns the school district’s denial of this benefit.

The CBA also contains a grievance procedure pursuant to which “a teacher or group of teachers” can assert and resolve alleged violations of the CBA. The procedure has five steps. First, the aggrieved party has an informal discussion with their principal with the objective of resolving the dispute. Second, if the dispute is not resolved, the aggrieved party submits a formal written grievance. The aggrieved party and their principal must meet, after which the principal must render a decision in writing. Third, the aggrieved party may appeal the principal’s decision to the superintendent. Fourth, the aggrieved party may, in turn, appeal the superintendent’s decision to the school board. In the event the aggrieved party and the school board are not able to resolve the dispute, the final step of the grievance procedure is for the aggrieved party to submit the unresolved dispute to arbitration.

Underlying Dispute

In July 2023, P.D., a teacher who had been employed by the school district for 32 years, submitted a letter to the superintendent and others indicating that she had decided to retire from the school district. The letter also included language from the CBA regarding health insurance retirement benefits. The school district accepted P.D.'s departure in August 2023, but in October, the school district denied health insurance retirement benefits under the CBA to P.D. after determining that she had not "retired." The school district made this determination because P.D. was not collecting her pension and because she had taken another teaching job in a different school district. The union reviewed the school district's decision, decided it violated the terms of the CBA, and began the grievance process.

The union and the school district then went through steps one through four of the grievance procedure under the CBA. The school district participated in the grievance procedure but maintained that it was doing so "as a courtesy" and that it had determined that P.D. had "improperly attempted to grieve an action of the [school] [d]istrict." According to the school district, the grievance was improper because P.D. was no longer a teacher and only teachers, or groups of teachers, could submit a grievance under the CBA. In December 2023, the school district board heard the grievance and denied relief. The union then demanded arbitration. The school district, in turn, refused to arbitrate.

Motion to Compel Arbitration

In March 2024, the union filed a motion to compel arbitration in district court. The union argued that, because this case involves a grievance arising under a CBA, an arbitrator

must decide whether an agreement to arbitrate exists and whether the parties' specific controversy is within the scope of the agreement, citing the Minnesota Uniform Arbitration Act (MUAA), Minn. Stat. §§ 572B.01-.31 (2024). Thus, the union asserted that the district court must grant its motion to compel so the arbitrator may decide arbitrability. The school district responded that there was no grievance within the scope of the parties' CBA because only current teachers could submit a grievance under the CBA and P.D. was a former teacher when the grievance was submitted. The school district further argued that, under the MUAA, the district court decides all questions of arbitrability, not an arbitrator.

The district court denied the union's motion to compel arbitration. In doing so, the district court agreed in part with the union and in part with the school district. The district court determined that, under the MUAA, questions of arbitrability are usually determined by the district court but an exception exists under section 572B.06(b) of the MUAA where a dispute involves "a grievance arising under a [CBA]."

The district court then went on to consider whether the dispute before it involved "a grievance under a [CBA]," noting that "whether a controversy constitutes a 'grievance [arising] under a [CBA]' is a threshold question to be determined by the court." To answer this question, the district court analyzed the parties' CBA, including the CBA's definition of "grievance," and decided that the controversy between the parties did not meet the definition of "grievance" and therefore was not "a grievance arising under a [CBA]" subject to the exception in the MUAA. Having determined that the exception did not apply, the district court concluded that the parties' CBA did not provide for arbitration of the dispute. Consequently, the district court denied the union's motion to compel arbitration.

The union appeals.

ISSUE

Did the district court err in its interpretation of Minnesota Statutes sections 572B.06(b) and 572B.07(a) when it denied the union's motion to compel arbitration?

ANALYSIS

This case involves provisions of the MUAA regarding motions to compel arbitration and the validity of arbitration agreements. Specifically, we must address an issue of first impression: how a district court resolves a motion to compel arbitration under section 572B.07(a) when there is a dispute about whether the motion to compel involves “a grievance arising under a [CBA],” within the meaning of section 572B.06(b). Section 572B.07(a) requires the district court to “order the parties to arbitrate” “[u]nless the court finds that there is no enforceable agreement to arbitrate.” But section 572B.06(b) provides that “in the case of a grievance arising under a [CBA],” an arbitrator “shall decide whether an agreement to arbitrate exists or a controversy is subject to an agreement to arbitrate.” We must interpret these two related sections of the MUAA to answer the question before us.

We review de novo “the district court’s decision whether to compel arbitration.” *Rodgers v. Silva*, 920 N.W.2d 664, 666 (Minn. App. 2018). We also review de novo issues of statutory interpretation. *Glacier Park Iron Ore Props., LLC v. U.S. Steel Corp.*, 961 N.W.2d 766, 769 (Minn. 2021) (*Glacier Park I*).

The MUAA

Before analyzing the specific issue before us, we begin with an overview of the relevant provisions of the MUAA. The legislature enacted the current version of the MUAA in 2010, adopting in large part the Uniform Arbitration Act (UAA), a model uniform act. 2010 Minn. Laws ch. 264, art. 1, §§ 1-33, at 499-511 (repealing a previous version of the MUAA and largely adopting the UAA); Unif. Arb. Act §§ 1-33 (Unif. L. Comm’n 2000). Section 572B.06 of the MUAA addresses the validity of agreements to arbitrate, including who decides issues related to arbitrability—a district court or an arbitrator. Under section 572B.06(a), an agreement to arbitrate “any existing or subsequent controversy arising between the parties to the agreement is valid, enforceable, and irrevocable except upon a ground that exists at law or in equity for the revocation of contract.” And, under section 572B.06(b), the district court decides “whether an agreement to arbitrate exists or a controversy is subject to an agreement to arbitrate, *except in the case of a grievance arising under a [CBA]* when an arbitrator shall decide.” (Emphasis added.)¹ Also, under section 572B.06(c), it is the role of the arbitrator to “decide whether a condition precedent to arbitrability has been fulfilled and whether a contract containing a valid agreement to arbitrate is enforceable.”

Section 572B.07(a) sets forth certain procedures for adjudicating motions to compel arbitration. “On motion of a person showing an agreement to arbitrate and alleging another person’s refusal to arbitrate . . . the court shall proceed summarily to decide the issue.”

¹ The exception in section 572B.06(b) is not included in the UAA. *Compare* Minn. Stat. § 572B.06(b), *with* Unif. Arb. Act § 6(b) (Unif. L. Comm’n 2000).

Minn. Stat. § 572B.07(a). “Unless the court finds that there is no enforceable agreement to arbitrate, it shall order the parties to arbitrate.” *Id.* If, however, the district court determines “that there is no enforceable agreement, it may not order the parties to arbitrate.” *Id.*

The Specific MUAA Issue

The parties dispute how section 572B.06(b) informs the district court’s decision on a motion to compel arbitration under section 572B.07(a). Specifically, the parties disagree as to what issues the district court must resolve, including whether the district court’s decision to grant the motion to compel under section 572B.07(a) requires the district court first to determine whether the dispute involves “a grievance arising under a [CBA],” as that phrase is used in section 572B.06(b).

To resolve the parties’ dispute, we must interpret sections 572B.06(b) and 572B.07(a). The objective of statutory interpretation is to “ascertain and effectuate the intent of the legislature.” *In re Civ. Commitment of Benson*, 12 N.W.3d 711, 715 (Minn. 2024) (quotation omitted). “The plain language of the statute is our best guide to the [l]egislature’s intent.” *Dakota Drug, Inc. v. Comm’r of Revenue*, 13 N.W.3d 387, 391 (Minn. 2024) (quotation omitted). “[T]he first step of statutory interpretation is to determine whether the statute’s language is ambiguous.” *Benson*, 12 N.W.3d at 715. “A statute is ambiguous when the statutory language is subject to more than one reasonable interpretation.” *Id.* (quotation omitted). “When a statute is clear and unambiguous, we give effect to the plain meaning of the statutory text.” *Id.* But, if a statute is ambiguous, we apply relevant canons of statutory construction to resolve the ambiguity. *Id.* at 716-17.

Reading sections 572B.06(b) and 572B.07(a) together, we conclude that when deciding a motion to compel arbitration, the district court must decide the threshold question of whether the case involves “a grievance arising under a [CBA]” within the meaning of section 572B.06(b) and, if so, compel arbitration. In this regard, we agree with the district court’s analysis. We next consider the meaning of the phrase “a grievance arising under a [CBA].” There, we part ways with the district court. Consistent with PELRA and considering dictionary definitions, we conclude that the phrase “a grievance arising under a [CBA]” refers to an allegation of a violation of a CBA that a party seeks to resolve by invoking a procedure in the CBA. And finally, applying this interpretation, we conclude that the district court erred in denying the motion to compel under section 572B.07(a) because the dispute in this case involves “a grievance arising under a [CBA]” within the meaning of section 572B.06(b). We discuss our reasoning below.

I. To determine whether to grant a motion to compel arbitration, the district court must first determine whether there is “a grievance arising under a [CBA].”

We first address how the authority of district courts and arbitrators to decide issues of arbitrability under section 572B.06(b) relates to a district court’s decision on a motion to compel arbitration under section 572B.07(a). The union argues that, under section 572B.06, the arbitrator decides “all arbitrability issues” in cases involving “a grievance arising under a [CBA].” The union further argues that “[t]he MUAA does not give jurisdiction to courts to determine whether a dispute is a grievance arising under a CBA.” On this basis, the union contends that “the district court erred by holding the question of whether a controversy constitutes a grievance [arising] under a [CBA] is a threshold

question to be determined by the [c]ourt.” (Quotations omitted.) The school district responds that the district court must apply section 572B.07(a) and *Amdahl v. Green Giant Co.*, 497 N.W.2d 319, 322 (Minn. App. 1993), to resolve issues about the existence and scope of an arbitration agreement, and it must “determine whether the grievance exception in [s]ection 572B.06(b) applies as part of that analysis.” We agree with the school district that the district court, not the arbitrator, determines whether the exception in section 572B.06(b) for “a grievance arising under a [CBA]” applies, but we conclude that the district court must make that determination first before it resolves issues about the existence or scope of an arbitration agreement (if it is authorized to do so) or decides the motion to compel under section 572B.07(a). Doing so allows the district court to know what it is to resolve when deciding the motion.

Under section 572B.06(a), an agreement to arbitrate is generally “valid, enforceable, and irrevocable.” While section 572B.06(a) establishes that agreements to arbitrate are enforceable, section 572B.07(a) provides procedures to compel enforcement. *See Rent-A-Ctr., W., Inc. v. Jackson*, 561 U.S. 63, 68 (2010) (interpreting the Federal Arbitration Act (FAA), 9 U.S.C. §§ 1-16, and describing 9 U.S.C. § 4, a section analogous to Minn. Stat. § 572B.07(a), as part of the “procedures” to implement the FAA’s “substantive rule” in 9 U.S.C. § 2, a section analogous to Minn. Stat. § 572B.06(a)). When a party brings a motion to compel “showing an agreement to arbitrate and alleging another person’s refusal to arbitrate pursuant to the agreement,” the district court must grant the motion “[u]nless the court finds that there is no enforceable agreement to arbitrate.” Minn. Stat. § 572B.07(a).

To determine whether a dispute is subject to an agreement to arbitrate, two questions must first be answered: “(1) whether a valid arbitration agreement exists, and (2) whether the dispute falls within the scope of the arbitration agreement.” *Amdahl*, 497 N.W.2d at 322; *see also Provost v. Lundmark*, 15 N.W.3d 664, 669 (Minn. App. 2024). These questions address substantive arbitrability. *See Millwrights Loc. 548 v. Robert J. Pugleasa Co.*, 419 N.W.2d 105, 107 (Minn. App. 1988) (“Substantive issues examine whether the subject matter is arbitrable.”).² While these two questions must be answered to determine whether a particular controversy is subject to an agreement to arbitrate, section 572B.06(b) unambiguously controls *who* should answer them. Under section 572B.06(b), “The court shall decide whether an agreement to arbitrate exists or a controversy is subject to an agreement to arbitrate, *except in the case of a grievance arising under a [CBA] when an arbitrator shall decide.*” (Emphasis added.) So, generally a court is required to decide these questions, but the general requirement gives way “in the case of a grievance arising under a [CBA] *when an arbitrator shall decide.*” Minn. Stat. § 572B.06(b) (emphasis added). In other words, when there is “a grievance arising under a [CBA],” an arbitrator must decide “whether an agreement to arbitrate exists or a controversy is subject to an

² Notably, section 6(b) of the UAA—the UAA section corresponding to the first part of section 572B.06(b) of the MUAA—was drafted with the intent of incorporating state and federal caselaw generally requiring courts to decide “issues of substantive arbitrability, i.e., whether a dispute is encompassed by an agreement to arbitrate.” Unif. Arb. Act § 6 cmt. 2 (Unif. L. Comm’n 2000); *see also In re Tr. of Moreland*, 993 N.W.2d 80, 88 n.6 (Minn. 2023) (noting comment to uniform act is persuasive authority); Minn. Stat. § 572B.29(a) (stating that in “applying and construing [the MUAA], consideration must be given to the need to promote uniformity of the law with respect to its subject matter among states that enact it”).

agreement to arbitrate.”³ Given the clear statutory directive of section 572B.06(b), we conclude that when a party moves to compel arbitration, the district court must decide as a threshold matter whether a particular controversy is “a grievance arising under a [CBA].”

The union argues that the language of section 572B.06(b) authorizes the arbitrator to make the determination of whether there is “a grievance arising under a [CBA]” in the first instance. This argument is unpersuasive. Nothing in the plain language of the statute grants the arbitrator the authority to do so. To the contrary, under the plain language of section 572B.06(b), the district court has the authority to make substantive arbitrability decisions “except in the case of a grievance arising under a [CBA].” Consequently, the district court must first determine whether the exception for “a grievance arising under a [CBA]” applies in order to know whether the arbitrator or the court is to resolve the arbitrability issues in section 572B.06(b).

The framework in section 572B.06(b) is similar to other contexts where arbitrability is at issue. For example, courts make the initial determination as to whether arbitrability is delegated to an arbitrator based on the language of a contract. *See Glacier Park I*, 961 N.W.2d at 771 (applying FAA); *Glacier Park Iron Ore Props., LLC v. U.S. Steel Corp.*, 948 N.W.2d 686, 691 (Minn. App. 2020) (*Glacier Park II*) (applying MUAA), *aff’d*, 961 N.W.2d 766 (Minn. 2021); *Churchill Env’t & Indus. Equity Partners, L.P. v. Ernst &*

³ We interpret the exception to apply to both antecedent issues—the existence and scope of an agreement to arbitrate—as “[a] qualifying phrase separated from antecedents by a comma is evidence that the qualifier is supposed to apply to all the antecedents instead of only to the immediately preceding one.” *State v. Khalil*, 956 N.W.2d 627, 635 (Minn. 2021) (citing 2A Norman J. Singer & Shambie Singer, *Sutherland Statutes and Statutory Construction* § 47.33 (7th ed. 2007)).

Young, L.L.P., 643 N.W.2d 333, 337 (Minn. App. 2002) (applying FAA). Similarly, courts determine whether certain claims are statutorily subject to arbitration. *See Jansen v. State Farm Mut. Auto. Ins. Co.*, 891 N.W.2d 69, 71 (Minn. App. 2017) (addressing no-fault arbitration, as required under Minn. Stat. § 65B.525, subd. 1 (2016)), *rev. denied* (Minn. Apr. 26, 2017). We see no reason why we would approach the exception in section 572B.06(b) differently.

We are also not persuaded by the school district’s argument that the district court, not the arbitrator, must also decide issues about the existence and scope of an agreement to arbitrate pursuant to *Amdahl* and section 572B.07(a) before compelling arbitration even in the case of “a grievance arising under a [CBA].” The substantive arbitrability analysis from *Amdahl* is now reflected in section 572B.06(b). If there is “a grievance arising under a [CBA],” that section requires the arbitrator, not the district court, to perform that analysis. Cases that predate the enactment of section 572B.06(b), such as *Amdahl*, or do not involve CBAs, such as *Provost*, do not convince us otherwise because they do not address the impact of section 572B.06(b). *See, e.g., Provost*, 15 N.W.3d at 669 (matter not involving CBA); *Minn. Teamsters Pub. & L. Enf’t Emps. Union, Loc. 320 v. County of St. Louis*, 726 N.W.2d 843, 849 (Minn. App. 2007) (matter involving CBA but predating section 572B.06(b)), *rev. denied* (Minn. Apr. 25, 2007); *Amdahl*, 497 N.W.2d at 322 (matter not involving CBA and predating section 572B.06(b)).⁴

⁴ We acknowledge that in such cases we have at times used unqualified language indicating that the court should decide questions concerning the existence and scope of an agreement to arbitrate. *See, e.g., Provost*, 15 N.W.3d at 669 (“It follows that a court presented with a motion to compel arbitration must determine”); *Amdahl*, 497 N.W.2d at 322 (“When

Similarly, the language of section 572B.07(a) does not require the court to decide questions about the existence and scope of an agreement to arbitrate when the exception for a grievance in section 572B.06(b) applies. Section 572B.07(a) requires the district court to “order the parties to arbitrate,” “[u]nless the court finds that there is no enforceable agreement to arbitrate.” If issues of substantive arbitrability are statutorily delegated to the arbitrator under section 572B.06(b), i.e., when there is “a grievance arising under a [CBA],” the district court cannot find “there is no enforceable agreement to arbitrate.” Minn. Stat. § 572B.07(a). Without such a finding, the court must “order the parties to arbitrate.” *Id.* Our interpretation is consistent with our precedent recognizing that there are circumstances where “an arbitrator determines arbitrability in the first instance, instead of the district court,” *Glacier Park II*, 948 N.W.2d at 691, in which case the district court does not decide the issue and instead compels arbitration so that the arbitrator may do so, *Churchill Env’t & Indus. Equity Partners, L.P.*, 643 N.W.2d at 337.

In sum, under section 572B.06(b), the district court generally resolves issues about the existence and scope of an agreement to arbitrate when ruling on a motion under section 572B.07(a); but the legislature created an exception when there is “a grievance arising under a [CBA].” Therefore, we conclude that when the district court decides a motion to compel arbitration under section 572B.07(a), the district court is required to make the threshold determination of whether the case involves “a grievance arising under a [CBA]” under section 572B.06(b). And if there is “a grievance arising under a [CBA],” the district

considering a motion to compel arbitration, the court’s inquiry is limited to”). But, as noted, these cases did not address section 572B.06(b).

court must compel arbitration under section 572B.07(a) so the arbitrator can resolve “whether an agreement to arbitrate exists or a controversy is subject to an agreement to arbitrate.” Minn. Stat. § 572B.06(b).

Given that a court must decide whether there is “a grievance arising under a [CBA]” as a threshold matter, we now turn to what that language means.

II. A “grievance arising under a [CBA]” means an allegation of a violation of a CBA that a party seeks to resolve by invoking a procedure in the CBA.

The language in section 572B.06(b), “a grievance arising under a [CBA],” has neither been defined in the MUAA nor interpreted in a precedential opinion. In interpreting this language, the district court looked to the definition of “grievance” in the parties’ CBA, and the parties do the same. Based on our de novo review, we disagree that the term “grievance” as used in the statute is defined, on a case-by-case basis, by looking to the definition of “grievance” in a particular CBA. Instead, we conclude that the term “grievance” as used in this phrase is ambiguous and, applying the *in pari materia* canon of statutory construction, we interpret the term in a manner consistent with PELRA and in light of *Black’s Law Dictionary*. We then consider the meaning of the term “arise,” and we conclude that the phrase “a grievance arising under a [CBA],” as used in section 572B.06(b), refers to an allegation of a violation of a CBA that a party seeks to resolve by invoking a procedure in a CBA.

As discussed above, our touchstone for statutory interpretation is to “ascertain and effectuate the intent of the legislature.” *Benson*, 12 N.W.3d at 715. Our first step in interpreting a statute is to determine whether it is ambiguous, that is whether it is “subject

to more than one reasonable interpretation.” *Id.* “If the language of a statute is clear on its face, then the statute is unambiguous, and we apply its plain meaning.” *State v. Plancarte*, 20 N.W.3d 30, 37 (Minn. 2025). But if the statutory language is subject to more than one reasonable interpretation, we turn to relevant canons of statutory construction to resolve the ambiguity and determine the legislature’s intent. *Id.* at 38 (discussing post-ambiguity canons of construction).

We begin by considering whether the term “grievance”⁵ is subject to more than one reasonable interpretation, and we conclude it is. The parties and the district court understood “grievance” to refer to the definition of “grievance” provided in the parties’ CBA. While we agree that this is one reasonable interpretation of the term “grievance” as used in the phrase “grievance arising under a [CBA]” in section 572B.06(b), our inquiry does not stop there.

Because there is no statutory definition of “grievance,” “we may consider dictionary definitions to determine [a term’s] common usage.” *Id.* at 37 (considering dictionary definitions to determine the meaning of a statutory term and concluding the relevant term is ambiguous as used in the statute). *Black’s Law Dictionary* defines “grievance” as it relates to labor as “[a] complaint that is filed by an employee or the employee’s union representative and that usu[ally] concerns working conditions, esp[ecially] *an alleged*

⁵ The meaning of the term “collective bargaining agreement” is not in dispute. We note that *Black’s Law Dictionary* defines a CBA as a “contract between an employer and a labor union regulating employment conditions, wages, benefits, and grievances.” *Black’s Law Dictionary* 332 (12th ed. 2024).

violation of a collective-bargaining agreement.” Black’s Law Dictionary 843 (12th ed. 2024) (emphasis added).

The Minnesota Supreme Court has also interpreted “grievance,” though in a somewhat different context. In *Ekstedt v. Village of New Hope*, the supreme court addressed whether certain conduct was a “grievance,” such that the conduct could not be the basis for discharging an employee under a statute. 193 N.W.2d 821, 827 (Minn. 1972). The supreme court noted that there are “varying interpretations of what actually constitutes a grievance,” including “collective rather than individual or group complaints,” “major demands,” or “minor matters or secondary disputes.” *Id.* (quotation omitted). The supreme court also emphasized that a “liberal and broad construction of the term ‘grievance’ as used in collective bargaining agreements should be given in the interest of encouraging” arbitration. *Id.* The supreme court then concluded that the statutory reference to “grievance” “should be defined in its generally accepted sense” and that the term “grievance” as used in the relevant statute “relates to some complaint related to terms or conditions of employment.” *Id.*

Given these varying definitions of “grievance,” the term “grievance” as used in the phrase “grievance arising under a [CBA]” in section 572B.06(b) could reasonably mean a complaint concerning “an alleged violation of a [CBA]” (*Black’s Law Dictionary*); any “complaint related to terms or conditions of employment” provided it arises under a CBA (*Ekstedt*); or a grievance as defined by the parties in a specific CBA. Because there is more than one reasonable interpretation of “grievance” as used in the phrase “grievance arising

under a [CBA],” we may consider post-ambiguity canons of statutory construction to resolve the ambiguity and discern the legislature’s intent.

Most relevant to our analysis is *in pari materia*, or the “related-statutes canon,” which “allows two statutes with common purposes and subject matter to be construed together to determine the meaning of ambiguous statutory language.” *State v. Thonesavanh*, 904 N.W.2d 432, 437 (Minn. 2017) (quotation omitted). This canon is consistent with our policy of “harmonizing statutes dealing with the same subject matter.” *State by Smart Growth Minneapolis v. City of Minneapolis*, 954 N.W.2d 584, 590 (Minn. 2021) (quotation omitted). We are particularly attuned to this canon when the legislature uses the same terms in related statutes, as we understand the legislature intends a word to have a consistent meaning. *Thonesavanh*, 904 N.W.2d at 438 (stating that “a legislative body generally uses a particular word with a consistent meaning in a given context” (quotation omitted)); *Pecinovsky v. AMCO Ins. Co.*, 613 N.W.2d 804, 809 (Minn. App. 2000) (“Courts presume that the legislature acts with full knowledge of previous statutes and existing caselaw.”), *rev. denied* (Minn. Sept. 26, 2000).

PELRA shares a common purpose and subject matter with section 572B.06(b), namely resolving grievances arising under a CBA. “PELRA regulates labor relations in the public sector,” *Educ. Minn.-Intermediate Dist. No. 917 v. Intermediate Sch. Dist. No. 917 (In re Petition for Clarification of an Appropriate Unit)*, 660 N.W.2d 467, 470 (Minn. App. 2003), *rev. denied* (Minn. July 15, 2003), and it “requires that all collective bargaining agreements include a grievance procedure,” *Minn. Teamsters Pub. & L. Enf’t Emps. Union, Loc. 320*, 726 N.W.2d at 849 (citing Minn. Stat. § 179A.20, subd. 4(a)

(2006)). That grievance procedure must provide “for compulsory binding arbitration of grievances.” Minn. Stat. § 179A.20, subd. 4(a). PELRA also otherwise addresses grievance arbitration and includes a definition of “grievance.” Minn. Stat. § 179A.21. Notably, the language from PELRA relevant to our analysis existed in 2010 when section 572B.06(b) was enacted. Minn. Stat. §§ 179A.20-.21 (2010); 2010 Minn. Laws ch. 264, art. 1, §§ 1-33, at 499-511.

Because PELRA and section 572B.06(b) share a common purpose and subject matter, we consider PELRA’s definition of “grievance” to help us discern the legislature’s intended meaning of that same term as used in section 572B.06(b). PELRA defines “grievance” for purposes of grievance arbitration under PELRA as “a dispute or disagreement as to the interpretation or application of any term or terms of any” CBA required by PELRA. Minn. Stat. § 179A.21, subd. 1. This definition is very similar to the *Black’s Law Dictionary* definition of “grievance” as a complaint concerning “an alleged violation of a collective-bargaining agreement.” Consistent with the definitions of “grievance” in *Black’s Law Dictionary* and PELRA, we conclude that the legislature intended the term “grievance,” as used in the phrase “grievance arising under a [CBA]” in section 572B.06(b), to mean an allegation of a violation of a CBA.

Next, we consider the meaning of “arising” as used in that same phrase. Like “grievance,” the word “arising,” as used in section 572B.06(b), is not defined in the MUAA. Accordingly, we turn to dictionary definitions to discern the plain and ordinary meaning of the term. *State v. Henderson*, 907 N.W.2d 623, 626 (Minn. 2018). One definition of “arise” is “[t]o come into being; originate.” *The American Heritage*

Dictionary of the English Language 95 (5th ed. 2018). This definition connotes that “a grievance arising under a [CBA]” refers to a grievance that “come[s] into being” under a CBA. We do not discern other reasonable interpretations. Consequently, we give that term its plain and ordinary meaning of “coming into being.” And, as a practical matter, in the context of a CBA such as the one at issue here, a grievance comes into being when a party invokes the procedure in the CBA to resolve the grievance.

Considering the meaning of “grievance” together with the meaning of “arise,” we conclude that the phrase “grievance arising under a [CBA],” as used in section 572B.06(b), means an allegation of a violation of a CBA that a party seeks to resolve by invoking a procedure in the CBA. This interpretation is informed by, and read in harmony with, PELRA. Our interpretation requires that the CBA have a procedure, consistent with section 179A.20, subdivision 4(a), of PELRA. And this interpretation of the phrase “grievance arising under a [CBA]” recognizes that a “grievance” is narrower than a “controversy,” as those terms are used in section 572B.06(b), as it requires a party to be asserting a right to proceed under the procedure in the CBA. *See Schaber v. Ramsey County*, No. A21-1453, 2022 WL 1616625, at *4 (Minn. App. May 23, 2022) (concluding there was no “grievance under the CBA” because the party was not pursuing a grievance under the CBA’s grievance procedure), *rev. denied* (Minn. Aug. 9, 2022).⁶

In light of PELRA, we also conclude that the legislature did not intend “grievance” in section 572B.06(b) to be “some complaint related to terms or conditions of

⁶ This case is nonprecedential and, therefore, not binding. We cite nonprecedential opinions as persuasive authority only. *See* Minn. R. Civ. App. P. 136.01, subd. 1(c).

employment,” *Ekstedt*, 193 N.W.2d at 827, or to be based on definitions included in each individual CBA. The interpretation provided in *Ekstedt* is too broad when compared to the more specific and applicable definition of “grievance” in PELRA. And, considering PELRA’s general definition, we doubt that the legislature would intend the scope of the exception in section 572B.06(b) to vary in each individual case, and instead understand the better reading to provide a consistent, broad scope. *See Ekstedt*, 193 N.W.2d at 827 (indicating that “grievance” should be interpreted in “its generally accepted sense” and given a “liberal and broad construction”); *Provost*, 15 N.W.3d at 669 (noting “Minnesota law favors arbitration”).

Given our interpretation of the phrase “grievance arising under a [CBA],” we must also conclude that the district court erred by not granting the union’s motion to compel arbitration. There is no dispute that the union sought to resolve an allegation of a violation of the CBA by invoking a procedure in the CBA. Therefore, this is a case involving a “grievance arising under a [CBA]” within the meaning of section 572B.06(b). And because there is a “grievance arising under a [CBA],” the district court must compel arbitration under section 572B.07(a).⁷

DECISION

Minnesota Statutes sections 572B.06(b) and 572B.07(a) require an arbitrator, not the district court, to determine whether a dispute is subject to arbitration when the dispute

⁷ Whether this particular grievance is arbitrable under the CBA is a question that will be resolved by the arbitrator, as required by section 572B.06(b). We express no view on the merits of that question.

involves “a grievance arising under a [CBA],” meaning an allegation of a violation of a CBA that a party seeks to resolve by invoking a procedure in the CBA. The district court erred when it interpreted section 572B.06(b) based on the parties’ definition of “grievance” included in their particular CBA. We therefore reverse the district court’s order denying the union’s motion to compel arbitration and remand to the district court with instructions to compel arbitration.

Reversed and remanded.