

AMERICAN FEDERATION OF
GOVERNMENT EMPLOYEES,
Local 2338 (on behalf of its Members),

and

Agency.

Issue: Improper Dues Deduction

**IN THE MATTER
OF THE ARBITRATION
BETWEEN**

AMERICAN FEDERATION OF)	
GOVERNMENT EMPLOYEES,)	
Local 2338 (on behalf of its Members),)	
)	FMCS No. 190628-08609
Union,)	
)	Issue: Improper Dues Deduction
and)	
)	
DEPARTMENT OF VETERANS)	
AFFAIRS, JOHN J. PERSHING)	
VA MEDICAL CENTER,)	
Poplar Bluff, Missouri,)	
)	
Agency.)	

DECISION AND AWARD

INTRODUCTION

This Arbitration was held multiple dates in 2019, September 25th, October 22nd and October 23rd in Poplar Bluff, Mo. Both parties were represented.

The Department of Veterans Affairs, John J. Pershing VA Medical Center by Ron Veal, Human Resource Specialist ER/LR and Austin Breiter, HR Specialist and the American Federation of Government Employees Local 2338 by Kevin Ellis, the local President and Jacob Jordan, Secretary and Chief Steward. The Union's Brief was prepared and filed by its attorney Robert L. Smith.

Both parties at the hearing were afforded a full and fair hearing and were allowed to call examine and cross examine witnesses, to present written documentation and present whatever evidence they felt was relevant to their cases. A complete transcript covering all three (3) days was taken by certified court reporters to make available to all the parties.

The Arbitration arose from an unresolved grievance *Joint Exhibit 2* dated May 10, 2018.

Since the grievance was unresolved at Step 3 of the Grievance Procedure pursuant to Article 44 of the Master Collective Bargaining Agreement between the VA and the AFGE *Joint Exhibit 1*, the matter went to Arbitration.

Pursuant to the Master Collective Bargaining Agreement (hereinafter referred to as “*Agreement*”) between American Federation of Government Employees, Local 2338 (on behalf of its Members), (hereinafter referred to as the “*Union*”) and Department of Veterans Affairs, John J. Pershing VA Medical Center, Poplar Bluff, Missouri (hereinafter referred to as “*Agency*”) multiple hearings were conducted the dates are September 25, 2019, October 22, 2019 and October 23, 2019, in Poplar Bluff, Missouri, under the auspices of the FMCS, its rules and guidelines.

Both parties were represented and were given a full and fair opportunity to present their respective cases and evidence written and oral by way of exhibits, including duly sworn witnesses and testimony.

STATEMENT OF THE ISSUE

The parties to the Arbitration have not agreed on an issue. Under the Master Agreement of March 15, 2011, *Joint Exhibit 1*, Article 44 F. “If the parties fail to agree on a joint submission, each shall make a separate submission. The Arbitrator shall determine the issue or issues to be heard.”

There is not only one issue here as the Agency claims, but rather three as spelled out in the grievance, *Joint Exhibit 2*.

ISSUE

1. “Did the Agency violate the Master Collective Bargaining Agreement, Article 45 “Dues Withholding”, specifically Section 3 and 4 by not deducting and transmitting dues to the Local Union from those employees who have submitted form SF-1187 to the Union?” If so, what is the appropriate remedy?
2. “Did the Agency violate the Master Collective Bargaining Agreement, Article 48 “Official Time” by not allowing the Union Treasurer on allocated official time to handle treasury responsibilities? If so, what is the appropriate remedy?

3. Were the actions of the Agency contrary to Article 45, dues withholding following the transfer of Thomas Nixon to another VA location.” If so, what is the appropriate remedy?

RELEVANT CONTRACT PROVISIONS

There is no need for me to include all the language of each Article or Section thereof in this Decision and Award. A mere listing of the Articles will suffice. *Joint Exhibit 1* entered in its entirety however has some Articles and Sections that are more relevant to the issues in the matter.

ARTICLE 2-Governing Laws and Regulations

Section 2-Department Regulations

Where any Department regulations conflicts with this Agreement and/or a Supplemental Agreement, the Agreement shall govern.

ARTICLE 43-Grievance Procedure

Section 2-Definition

Section 7-Procedure

B. Step 4. If the grievance is not satisfactorily resolved in Step 3, the grievance may be referred to arbitration as provided in Article 44 – Arbitration.

ARTICLE 44-Arbitration

ARTICLE 45-Dues Withholding

Section 1-Eligibility - Bargaining Unit Employees

Any bargaining unit employee may have dues deducted through payroll deductions. Such deductions will be discontinued only when the employee leaves the unit of recognition, ceases to be a member in good standing of AFGE, or submits a timely revocation form under the procedures of this article.

Section 2-Union Responsibilities for Bargaining Unit Employees

Section 3- Department Responsibilities for Bargaining Unit Employees

Section 4- Procedures for Withholding for Bargaining Unit Employees

Section 5-Changes in Dues Amounts for Bargaining Unit Employees

Section 6-Revocation for Bargaining Unit Employees

Section 7-Continuation of Dues for Bargaining Unit Employees

Section 8-Position Determination

Section 9-Costs

ARTICLE 48-Official Time

Section 1-Purpose

Section 10-Local

- A. Every local union will receive an allotment of hours equal to 4.25 hours per year for each bargaining unit position represented by that local union.

ARTICLE 49: Rights and Responsibilities
Section 5. Information

RELEVANT STATUTORY LANGUAGE

5 USC § 7115 Allotments to Representatives

- (a) If an agency has received from an employee in an appropriate unit a written assignment which authorizes the agency to deduct from the pay of the employee amounts for the payment of regular and periodic dues of the exclusive representative of the unit the agency shall honor the assignment and make appropriate allotment pursuant to the assignment....

5 USC § 7131 Official Time

- (a)
(d)(1) and (2)

529 USC § 211 Collective of Data

- (c)

STATEMENT OF FACTS

The facts in this matter as stated by the representatives for each party are mostly totally different from one another. The testimony of the witnesses does not shed much light on the issues.

The grievance *Joint Exhibit 2* dated May 10, 2018, and the Agency's response *Joint Exhibit 3* dated May 24, 2018, are the only major items that the parties agree to.

The Union claims the failure of the Agency to properly deduct and remit dues to the Union is an ongoing practice of the Agency. Under the Master Agreement *Joint Exhibit 1*, Article 45, the Agency is required and responsible for dues deductions for employees who submit an SF-1187 and submission of those dues to the Union.

Article 45, Section 4 states: "Bargaining unit members wishing to have their dues withheld by payroll deduction will submit their completed SF-1187 to the local union designated

officials. These officials will certify the form and include the amount of dues to be withheld. The certified SF-1187 will be forwarded to the appropriate administrative office for processing.” The same procedure is also true for employees wishing to withdraw by signing an SF-1188 form.

The Union claims that it followed the contract and submitted all of the SF-1187s as the procedure in place calls for. The Agency claims it did not receive all the SF-1187s and that some of the ones it did receive were not properly completed.

There was testimony from both sides denying or confirming that fact. Mr. Ellis, the Union President testified for a day and a half, mostly representing himself on September 25, 2019, and was the only witness. When the hearing resumed on October 22, 2019, Mr. Ellis again testified from approximately 9:30 a.m. until 1:00 p.m. for questions posted by Mr. Jordan. By not being represented on the first day Mr. Ellis’ testimony became more of a monologue which prompted many objections from the Agency and caused the hearing to drag on unnecessarily. In the *Joint Exhibit 2*, there is the claim that “The agency has failed, and continue to fail to properly process dues withholding of bargaining unit employees,” not just Dr. Thomas Nixon.

The Union argued that the Agency knew since April 4, 2018, who the employees in question were, *Union Exhibit 8*, when it made a request for information it was entitled to regarding thirty-one (31) employees in addition to Dr. Nixon.

No proof was submitted by the Union that in fact the Agency received SF-1187 forms from certain employees. The employees were not called as witness’ to testify that in fact they signed the forms and when.

The Union’s testimony and documentary evidence mostly covered what the procedures are. They entered Articles in the contract relative to this case and many Sections of the USC.

UNION’S ARGUMENT

The Agency has repeatedly failed to abide by the Master Collective Bargaining Agreement and with the Federal Labor Statutes. The Agency either intentionally or unintentionally did not properly make dues deductions or remit them to the Union. The Agency representative, Mr. Veal, said that he would begin to process the names and the dates they

worked at the Agency. *Tr. Page 150*. Mr. Veal also said “Well even in the case of back dues the employee is not to be held responsible.” *Tr. Page 149*.

The failure to provide the Union the information requested prohibited the Union from being able to effectivity represent its members.

Should the grievance be sustained in whole or in part, the Union requests the Arbitrator to retain jurisdiction for purposes of resolving any question of attorney’s fees and costs of this arbitration.

The Agency committed an Unfair Labor Practices pursuant to 5 USC § 7116 (a)(1) of the Federal Service Labor Management Regulations Statute when it failed to process the Unions Dues Deductions pursuant to the Master Agreement.

The Agency, as stated before, either intentionally or unintentionally did not properly deduct dues deductions. The Agency’s representative stated such and that he would correct the failure. *Tr. Page 150-151*. The failure of the Agency to provide the Union with the information requested prohibited the Union from properly representing its members in this case as required by the Master Agreement see *Department of Justice, U.S. Attorney’s Office, Los Angeles, CA and NFFE Local 1005*, 17 FLRA 1005 (1985).

Under the Back Pay Act, 5 USC § 5596 (b)(1) an award of back pay is authorized when (1) the aggrieved employee was affected by an unjustified and unwarranted action and (2) the personnel action resulted in the withdrawal or reduction of employees pay, allowance or differentials.

The denial of “Official Time” to Dorothy Johnson, the Union’s Treasurer, to allow her to perform her duties as Treasurer and to force her to spend hours of her own personal time, after duty hours, attempting to manage and understand the Agency’s improper processing of SF-1187s and SF-1188s was a violation of the Master Agreement, *Joint Exhibit 1*, Article 48 and of labor law 5 USC § 7131, Official Time.

AGENCY’S ARGUMENT

In non-disciplinary arbitration cases the burden of proof is usually on the charging party, in this case, the Union. It is the Union’s burden to prove the Agency violated the Master

Agreement and that the Agency had received properly completed withholding documents SF-1187 or SF-1188 documents if the claim is that dues were supposed to stop.

The Unions Step 3 Grievance was filed on May 10, 2018, *Joint Exhibit 2* and was responded to by Agency on May 24, 2018. *Joint Exhibit 3*. Because no mutually agreeable date was set to hold a grievance meeting and no additional information was provided by the Union for the Agency to consider and investigate, the Union filed for arbitration on June 4, 2018. *Joint Exhibit 4*.

Dr. Nixon's employment at John J. Pershing VA ended September 15, 2015 (A-4, Pg. 4). The last pay check that had VISN 15 dues withdrawn was January 6, 2018. These dues deductions were being forwarded to the Union. If his dues were being deducted at the new location also, it was the Unions responsibility from the old and the new location to work it out.

This grievance *Joint Exhibit 2*, only identifies one employee with a dues issue, Dr. Nixon. Not until this arbitration started did the Union provide thirty-one (31) names of people who have dues issues.

Dr. Nixon dues withholding continued after he left the employment of the John J. Pershing VA Medical Center via transfer to another VA location.

Regarding the thirty-one (31) employees the Union added on after the arbitration started the Agency requests that the entire list in *Union Exhibit 13* be excluded from this arbitration decision. The Union failed to call any of them as witnesses except Dorothy Johnson. Nor did the Union call Dr. Nixon.

The Agency admits an error occurred and has remedied it by paying back dues in the amount of \$978.25 from December 10, 2017, until her dues are reinstated as of pay period 2020. Any back dues owed to the Union will not be retroactively withheld from her pay.

The Agency asks that the grievance be denied in its entirety.

CONCLUSION

After hearing three (3) days of testimony and reviewing many exhibits offered by the parties, *Exhibits U-1 thru U-36* and *Exhibits A-1 thru A-4*, I have decided to discuss each issue

separately in the hopes of giving a clearer picture to the parties of the basis for my final decision and award.

Issue 3: Dr. Thomas Nixon

Were the actions of the Agency contrary to Article 45, dues withholding following the transfer of Thomas Nixon to another VA location?

Article 45, Section 1, states:

“Any Bargaining unit employee may have dues deducted through payroll deductions. Such deductions will be discontinued only when the employee leaves the unit of recognition ceases to be a member in good standing of AFGE, or submits a timely revocation form under the procedures of this article.”

Dr. Nixon left the unit of recognition when he transferred to another VA facility, on September 5, 2015. Dues were being withheld from his pay check at the new location and remitted to the new local at that location. The claim is that at the same time due were being withheld at the Pershing facility and being remitted to that local union.

Neither party was able to explain how that possibly could be done if he was no longer an employee of the Pershing facility, if in fact that happened, then the locals were double dipping. In that case AFGE Local 2338 would owe Dr. Nixon the dues that they receive while they no longer represented him, since he transferred to a different facility represented by a different local of AFGE and dues were being deducted on its behalf. Assuming the calculations are correct in *Exhibit A-4*, Dr. Nixon is entitled to a refund of \$950.25 not from the Agency but from AFGE Local 2338.

Issue 2: Official Time

“Did the Agency violate the Master Collective Bargaining Agreement, Article 48 “Official Time” by not allowing the Union Treasurer on allocated official time to handle treasury responsibilities?

The issue of “Official Time” was arbitrated prior to the case and as a matter of fact Arbitrator George Aleman’s decision was issued on January 13, 2020, after our hearing ended.

Without recreating the wheel, I will just comment in part on Aleman's decision where it is applicable here.

Requests for "Official Time" will be granted unless operational needs prohibit its use.

The grant of Official Time is not an optional choice for the Agency to grant or not to grant as it sees fit. There has been no monetary request for Dorothy Johnson and no showing of the hours needed to perform her duties either in the grievance or in the brief of the Union.

Since Arbitrator Aleman had this issue of official time and this issue alone, I can't go beyond the issue presented to me at the hearing. He ruled and I concur that the Agency shall cease and desist from denying union officials and representatives official time needed to perform their representational functions and other related duties, unless it demonstrates a legitimate operational need to do so.

The grievance before me did raise the question of the amount of hours necessary to perform the treasurer duties. I will not pick an arbitrary figure. If at some later date the parties cannot agree and both sides request my assistance, I would be happy to oblige.

Issue 1: Dues Withholding

"Did the Agency violate the Master Collective Bargaining Agreement Article 45 "Dues Withholding specifically Section 3 and 4 by not deducting and transmitting dues to the Local Union from those employees who have submitted form SF-1187 to the Union."

Going through the list of thirty-one (31) by the Union, *Exhibit U-8*, I believe we can resolve most of the individuals' status based on the evidence as presented or not presented by the parties. Raising a question without proof is not good enough to expect an arbitrator to make a sound decision.

After going through each of the thirty-one individuals' circumstances and the Agency's explanation thereof I can arrive at certain conclusions.

This arbitration does cover the unnamed grievants because in *Joint Exhibit 2* the grievance dated May 10, 2018, the second paragraph under "Statement of Issue" says "The Agency has failed and continued to fail to properly process dues withholdings of bargaining unit employees." Their names may not have been known until after the grievance was filed. AS the

Agency has contended all along the Union rushed to Arbitration and possibly could have avoided a hearing if the Union had gone through the steps of the grievance procedure.

We will never know now but perhaps in the future better communication between both parties will allow for a more amiable workable relationship.

I find that both parties are to blame for not monitoring the dues deductions in a quicker, smoother manner. It is the duty of the Union to make sure that the form SF-1187 are properly completed and make sure that they are properly submitted to the department designated, in this case the Finance Department. There should be a follow-up to make sure it was received, that is not the Agency's responsibility.

It is the Agency's responsibility to inform the Union if the SF-1187 is improperly completed so that the Union can correct the problem and resubmit the form in a timely fashion.

There has been little to no proof submitted by the Union to controvert the Agency's explanation for each and every one of the thirty-one (31) grievant's.

If the Agency said it did receive the form or it was not properly completed, the Union did not contradict it at the hearing either by testimony or documentary evidence. The employees are listed in *Exhibit U-3* as:

Jennifer Anderson, Jennifer Becking, Kathi Bell, Keith Biggs, David Carter, Nateasa Cassivell, Cheryl Crafford, Franklin Day, Mary DeFord, Peggy Deken, Shawn Dunbar, Anna Emmons, Catherine Evans, Linda Foster, Rebecca Hartwell, Barbara Hoggard Dorothy Johnson, Shawn Lee, Bonita Lewis, Christopher Luecke, John McCammon, Tyler McCarty, Lisa Mullin, Martinie Porter, Pamela Putman, Melissa Recker, Doyle Sappington, Marilyn Shoumake, Elizabeth Vermillion, Donald Webb, and Danny Wilson (*Exhibit U-13*).

It is the Unions responsibility under Article 45, Section 2B and Section 4 to promptly forward completed and certified forms to the appropriate administrative office. While it is not written in the Agreement, to my knowledge, it is the responsibility of the Agency to inform the Union that the form SF-1187 is not properly completed and reject it. The Agency cannot just not do anything.

DECISION AND AWARD

The Arbitrator finds after a full review of the transcripts of the three (3) days of hearing of oral testimony and reviewing all exhibits offered into evidence by both parties and an analysis of the parties Post Hearing Briefs the following:

The Agency did violate certain sections of Article 45, Dues Withholding, when it unintentionally withheld dues for certain individuals that the Union had provided properly completed SF-1187 forms Union had provided properly completed SF-1187 forms for. Some of those individuals have been identified. However, the Arbitrator cannot justify charging the Agency with faults where the Union alleges certain facts, which are not supported by any preponderance of the evidence when the Union claims it filed the SF-1187s, but has no proof that the forms were properly completed or even that they were sent to the proper person or department for processing or even if they were received or not.

The system seems to have broken down and is in need of the parties sitting down and agreeing in writing as to what the process should be going forward. Also the Arbitrator further orders that the parties determine on a case by case basis what the status of the individual are i.e. any back dues owed and for which employees.

Part of that is an accounting procedure. There were not enough facts presented at the hearing for each of the thirty-one (31) people for the arbitrator to do that except for a few specific people, which are as follows:

1. Jennifer Anderson: Dues have been deducted since June 5, 2018. If there are back dues the Union must show that the Agency received Form SF-1187 at an earlier date.
2. Jennifer Becking: Started February 15, 2015, Form SF 1187 dated January 24, 2018 dues started at that date and continue. Why SF-1187 dated before start date?
3. Kathi Bell: Started work on June 2, 2013. No Form SF-1187 on file. No back dues.
4. Keith Biggs: Started August 24, 2014, employment ended November 26, 2016. No Form SF-1187 on file. No dues owed.
5. David Carter: Started August 24, 2014 ended May 14, 2018. No Form SF-1187 on file. No dues owed.

6. Nateasa Cassivell: Started January 7, 2018, ended April 5, 2019. Form SF-1187 on file dated January 8, 2018, dues deduction started January 21, 2018, back dues owed? Two (2) weeks.
7. Cheryl Crafford: Started January 7, 2018, Form SF-1187 dated January 19, 2018, deductions started February 4, 2018. Back dues owed? Two (2) weeks?
8. Franklin Day: Started March 10, 2013, SF-1187 dated September 22, 2017, back dues owed September 22, 2017 to October 15, 2017 and forward. Check dates he stopped.
9. Mary DeFord: Started October 20, 2013. No SF-1187 on file. No dues owed. No proof Agency received form.
10. Peggy Deken: Started February 9, 1992. Form SF-1187 on file dues were deducted. Left February 28, 2018. Check if all dues owed were collected if not agency owes.
11. Shawn Dunbar: Started August 24, 2014 to March 22, 2015. Form SF-1187 dated August 27, 2014, left March 22, 2015. Returned to work September 2, 2018. New hire need new SF-1187. No back dues owed.
12. Anna Emmons: Started August 6, 2017. Form SF-1187 dated September 22, 2017. Back dues owed from September 22, 2017 thru April 15, 2018.
13. Catherine Evans: Started unknown transferred August 4, 2018. No SF-1187 on file. No dues owed.
14. Linda Foster: Started October 9, 2001. SF-1187 dated August 31, 2016, dues started April 15, 2018. Agency owes dues from August 31, 2016 to April 15, 2018.
15. Rebecca Hartwell: Started September 7, 2014. Agency owes no dues. No proof Agency received properly completed form.
16. Barbara Hoggard: Started May 10, 1998 retired March 28, 2019. SF-1187 dated May 18, 1998. Form SF-1188 filed May 31, 2011. Dues cancelled. Dues owed from May 10, 1998 to March 31, 2011.
17. Dorothy Johnson: Dues stopped December 10, 2017, Agency's error. Agency will pay \$978.25 from December 10 2017 to January 1, 2020, when dues deductions started again.

18. Shawn Lee: Started February 8, 2015. SF-1187 dated January 31, 2015. Second Form SF-1187 dated February 11, 2015, not properly processed. I don't know what that means. Dues started April 15, 2018. Check if form was properly completed. Agency may or may not owe.
19. Bonita Lewis: Started June 25, 2017. SF-1187 forward but not signed, therefore not processed. Due started April 15, 2018. Left employment June 24, 2019. No back dues owed.
20. Christopher Luecke: Started September 21, 2014. SF-1187 filed November 27, 2017. Agency says dues began April 3, 2012, Union and Agency should check this file because some dates Agency provided don't make sense. Form SF-1188 dated April 10, 2014.
21. John McCammon: Started January 7, 2018. SF-1187 dated January 19, 2018 dues deductions started April 15, 2018. Agency owes January 9, 2018 to April 15, 2018.
22. Lisa Mullin: Started July 26, 2015. SF-1187 provided by Union shows it being sent via fax to "NO196". Proper department or Agency near received it. No back dues owed. Provide proper form and start up dues.
23. Tyler McCarty: Started September 7, 2014. Form dated September 10, 2014. Not found by Agency no back dues owed by Agency. Provide new SF-1187.
24. Martinie Porter: Started December 15, 2013. Form SF-1187 dated January 17, 2014. No proof Agency received form. Porter's name changed to Franks. SF-1187 provided was for KCVA (Kansa City V.A. Local 910). No back dues owed.
25. Pamela Putman: Started April 30, 2017. SF-1187 dated September 15, 2017, not properly completed dues started April 15, 2018. Union check form and if proper Agency owe back dues September 15, 2017 to April 15, 2018.
26. Melissa Recker: Started April 30, 2017. SF-1187 dated September 15, 2017. Dues deduction started April 15, 2018. Union to check form as to how not properly completed. If Agency owes September 15, 2017 to April 15, 2018.
27. Doyle Sappington: Started June 11, 2006. Finance found SF-1187 dated June 14, 2013 and SF-1188 stopping fees dated June 14, 2016. Agency owes no dues from that date. Dues owed from June 14, 2013 to June 14, 2016.
28. Marilyn Shoumake: Started February 27, 2011. Form SF-1187 provided by Union dated June 24, 2014, not properly completed and no proof it was sent to and received by the Agency. No dues owed.

29. Elizabeth Vermillion: Started January 7, 2018. SF-1187 dated January 9, 2018 not completed. Agency started dues January 21, 2018. Why? If form not completed.
30. Donald Webb: Started October 5, 2014. Union provided SF-1187 dated September 30, 2014. Before the start date not completed no proof given to Agency.
31. Danny Wilson: Started January 21, 2018. SF-1187 dated January 23, 2018, not properly completed due started February 4, 2018. Agency owes dues one week why did Agency start dues when it contends the SF-1187 was not properly completed?

Since as I stated earlier in my conclusion the fault seems to rest on both sides regarding a timely follow up by the Union and notification by the Agency that some forms were incomplete. Therefore, I cannot issue Back Pay or attorney's fees to the Union.

My award denies the Unions request for \$950.25 for Dr. Nixon's dues claim. That is something between the two local unions.

The proposal of the Union regarding Meriweather and Trevor Noiseworthy are also denied. They are not a part of this grievance and this is the first time their names have even come up. So also is the Unions request regarding Mr. Croft denied.

As for as "Official Time", the Contract between the parties is clear under Article 48 as to when a Union representative is to be released and for how long on "Official Time." As a matter of record this issue of "Official Time" was recently arbitrated by these same parties on various dates in 2018 and 2019, before Arbitrator George Aleman. He rendered a 23 page Opinion and Award on January 13, 2020. Aleman very eloquently stated "to remedy the violation's found the Agency shall be required to cease and desist from denying officials and representatives official time needed to perform their representational functions and other related duties, unless it demonstrates a legitimate operational need to do so". He further states, "The questions of how many hours these individuals are entitled to will be left to the parties to determine with greater accuracy during the remedial phase of this proceeding." If additional time is needed a reasonable amount should be allocated to avoid misunderstanding and costly arbitration.


That issue while a part of the Joint Exhibit 2 was really not argued by the Union and no hard evidence was presented to me at the hearing.

The Arbitrator will retain jurisdiction over this case for 120 days after the issuance of this decision to assist the parties in verifying that all parts of this decision are being carried out expeditiously.

In addition the parties are to pay an equal share of the Arbitrators fees and expenses as attached hereto and set forth in his invoice.

Grievance granted in part and denied in part.

Dated: March 17, 2020



Jack P. Cerone, Arbitrator