

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR RELATIONS

In the Matter of the Arbitration Between:

AFC CABLE SYSTEMS, INC.

-and-

TEAMSTERS, LOCAL 59

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ARB-12-2133

Arbitrator:

Susan Atwater, Esq.

Appearances:

Brian Lee, Esq. - Representing AFC Cable Systems, Inc.

Leonard Schneider, Esq. - Representing Teamsters, Local 59

The parties received a full opportunity to present testimony, exhibits and arguments, and to examine and cross-examine witnesses at a hearing. I have considered the issues, and, having studied and weighed the evidence presented, conclude as follows:

AWARD

AFC Cable Systems, Inc. had just cause to terminate Freddy Polanco's employment, therefore it did not violate the collective bargaining agreement. The grievance is denied.

Susan Atwater, Esq.
Arbitrator
January 6, 2014

INTRODUCTION

On July 24, 2012, Teamsters, Local 59 (Union) filed a unilateral petition for Arbitration with the Department of Labor Relations (Department). Under the provisions of M.G.L., Chapter 23, Section 9P, the Department appointed Susan Atwater, Esq., to act as a single neutral arbitrator with the full power of the Department.¹ The undersigned Arbitrator conducted a hearing in Fairhaven, Massachusetts on September 19, 2013. AFC Cable Systems, Inc. (Employer) filed its brief on November 5, 2013. The Union filed its brief on November 8, 2013.

THE ISSUES

The parties agreed to the following issue:

Was there just cause to terminate the grievant's employment? If not what shall be the remedy?²

¹ Pursuant to Chapter 145 of the Acts of 2007, the Department of Labor Relations "shall have all of the legal powers, authorities, responsibilities, duties, rights, and obligations previously conferred on the ... the board of conciliation and arbitration ... including without limitation those set forth in chapter 23C, chapter 150, chapter 150A, and chapter 150E of the General Laws."

² The parties agreed that if I found that the Employer did not have just cause to terminate Polanco's employment, they would have ten days to ask me to reopen the arbitration to litigate whether the grievance is procedurally arbitrable.

RELEVANT CONTRACT LANGUAGE

The February 10, 2008 – February 9, 2013 collective bargaining agreement (CBA) between the Employer and the Union provides in pertinent part as follows:

Article 6 – Leave of Absence

(a) Any employee desiring a Leave of Absence from his employment shall secure written permission from both the Local Union and the Employer. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods. Permission for extensions must be secured from both the Employer and the Local Union. During the period of absence the employee shall not engage in gainful employment. Failure to comply with this provision shall result in the complete loss of seniority rights for the employees involved...

Article 17 – Management Rights

(a) Nothing in this Agreement shall limit the Company in the exercise of its function of management, under which it shall have, among others, the right to hire new employees and to direct the working force, to discipline, suspend, discharge for cause, transfer or lay off employees because of lack of work, require employees to observe Company rules and regulations, to decide the number and location of its plants, products to be manufactured, to set standards of quality and quantity of production, including measured day rates or incentive standards, the methods and schedules of production, including the means and processes of manufacturing, provided that the Company will not use the prerogatives for the purpose of discrimination....

THE FACTS**Polanco's Position at AFC Cable, Inc.**

The Employer and the Union are parties to a CBA. The Employer is in the business of making electrical cables and has a facility in New Bedford, Massachusetts. At the time of the events in question, Freddy Polanco (Polanco) worked for the Employer for over seven years as an armoring operator. Polanco

worked the second shift, from 4:00 p.m. to midnight. He was the only operator on his shift and oversaw a set of six machines that put metal coating around the cables. No one else worked with Polanco on these machines.

Work Rules

The Employer has implemented "Work Rules and Regulations" to govern the conduct of employees. These Work Rules and Regulations provide in pertinent part as follows:

The following are examples of some but not all of the rules which we must follow. Violation of these rules will lead to disciplinary action which, based on the circumstances of the individual case, could result in corrective action up to and including discharge.

(h) Unexcused absence or tardiness or leave the job without permission (sic).

m) Dishonesty

(s) Absence of three (3) working days without properly notifying the company will be considered a voluntary quit.

Employees are informed of these rules when hired and at their orientation. The rules are reviewed with a supervisor and posted in various locations in the plant, including the break room and near the time clock.

Prior Leaves of Absence

Polanco's parents had lived in the Dominican Republic. In 2007, when Polanco's mother was sick, Polanco left work and traveled to the Dominican Republic without telling anyone or requesting a leave of absence. When he

returned to work, he received a completed leave of absence request form from his supervisor.

When Polanco's father died on December 19, 2011, Polanco left on the same day without requesting a leave of absence. Production Coordinator Maggie Charbonneau (Charbonneau) advised Polanco's shift supervisor, John Bohn (Bohn) of his absence. On December 28, 2011, Polanco's wife (Mrs. Polanco) told Charbonneau that Polanco would return to work on January 3, 2012. When Polanco returned to work on January 4, 2012, he submitted his father's death certificate to Charbonneau, and told her that he would need to return to the Dominican Republic to organize the farm. Charbonneau advised Polanco that he would need to request a leave of absence. Bohn approved Polanco's December 2011 leave of absence after Polanco returned because he and Plant Manager Abilio Fernandez (Fernandez) believed that the circumstances - the death of his father - warranted the leave. Bohn told Polanco that in the future, he must request a leave of absence ahead of time and follow the Employer's procedures.³

Polanco's Farm in the Dominican Republic

In addition to working for Employer, Polanco co-owned a farm in the Dominican Republic with his father. Before he died, Polanco's father ran the farm while Polanco worked in Massachusetts. Together, Polanco and his father owned

³ Polanco disputes these facts. However, I credit Bohn's testimony that he told Polanco that further leaves of absence would require prior approval because Polanco subsequently requested a leave of absence in advance.

almost one hundred milk cows that provided value as cattle and for the milk they produced.

After Polanco's father died in December of 2011, Polanco hired an individual to supervise the farm. When Polanco returned to Massachusetts in early January 2012, he believed that he had left the farm and business in a disorganized state. At that time, he knew that he would need to return to the Dominican Republic to handle farm-related matters.

Calls about the Cows

In mid-January of 2012, Polanco received telephone calls from friends and a Dominican Republic neighbor, Juan Hernandez (Hernandez), telling him that milk production on the farm was diminishing, and the cows were disappearing. Polanco told the callers that he would need to ask for a leave of absence to return to the Dominican Republic.

Polanco Obtains a Leave of Absence Form

On or prior to February 2, 2012, Polanco informed Bohn that he needed to take a leave of absence beginning on February 8, 2012 to return to the Dominican Republic.⁴ Polanco and Bohn discussed the leave on February 2,

⁴ Polanco testified that he informed Bohn on or around January 4, 2012 that he would need a leave of absence in February to return to the Dominican Republic. However, Bohn testified that Polanco first requested a leave of absence on February 2, 2012. Since there is no dispute that Bohn gave Polanco the leave of absence form prior to his departure, and Polanco failed to submit it before he left, I need not resolve this conflicting testimony.

2012. Bohn told Polanco that his request for a leave of absence was not likely to be granted because of the short notice, but that he should submit the leave of absence request form as soon as possible. Bohn gave Polanco a blank leave of absence form to complete. Polanco did not turn the form in that day because he needed help completing it. Polanco asked Union Shop Steward Jose Viera (Viera) for help and gave Viera the form, but Viera could not help him that day.

Viera did not come to work the next day, February 3, 2012. Bohn asked Polanco if he had completed the form, and Polanco said no. At about 7:00 p.m., Bohn gave him another form. Polanco took the form home, intending to complete it over the weekend.

Polanco Travels to the Dominican Republic

On Saturday, February 4, 2012, Polanco received phone calls from people in the Dominican Republic saying that more cows were disappearing, and soon there would be no more cows. Polanco had already purchased an airline ticket for February 8, 2012, but decided to leave immediately. He could not find a direct flight to the Dominican Republic, so a travel agent booked a flight for him through Puerto Rico. Polanco was scheduled to work an overtime shift on Sunday, February 5, 2012, but did not report for work that day. Instead, he flew to Puerto Rico.⁵ Polanco arrived in Puerto Rico on Sunday evening. He

⁵ The Employer suggests that Polanco actually traveled to the Dominican Republic on February 8, 2012, as he originally planned. The Employer contends that this scenario explains why Polanco waited until February 9 to report the cow theft to the police. Because Polanco refused to produce travel documentation that the Employer had requested, there is no concrete evidence of when Polanco traveled. However, I find it implausible that Polanco would have remained at home in Massachusetts on February 5, 6, and 7, 2012 when he was scheduled

immediately took another flight to the Dominican Republic, arriving around midnight. Because he was tired, he went to bed without checking the cows on the farm.

Meanwhile, Mrs. Polanco completed the leave request form and faxed it to the Employer on Monday, February 6, 2012. She also telephoned Bohn on February 6 and 7, 2012, and left voice mail messages stating that Polanco had flown to the Dominican Republic on Saturday, February 4 on an “urgent matter.” She did not provide an explanation for the “urgent manner” and did not call again to report or explain Polanco’s continued absence.⁶

On Tuesday, February 7, 2012, Polanco went to the farm, counted the cows, and spoke to the worker in charge. Polanco was scheduled to work throughout the rest of that week and the following week, but, since he was in the Dominican Republic, he did not come in. On February 9, 2012, Polanco reported the missing cows to the police. The police report on the incident reads as follows:⁷

to work. Consequently, I credit Polanco’s testimony regarding his travel dates. However, I note that Polanco never explained the discrepancy to Collins. Given my decision, I need not explain or credit his explanation for his failure to report the cow theft until February 9, 2012.

⁶ Polanco did not explain why Mrs. Polanco told Bohn that Polanco left on February 4, 2012, when he actually flew out on February 5, 2012.

⁷ Although the police report was originally written in Spanish, the parties provided an English translation. Polanco gave a variety of explanations for the statement in the report that the cows were stolen on February 8 and much of this testimony was implausibly self-serving. However, I credit his testimony that his Dominican Republic neighbors told him in January that cows were missing from his farm, and that the cows were missing before February 8. I need not decide whether

Being de 11th hour of today, the person named FREDDY JUAN POLANCO ULLOA, 50 YEARS OF AGE, presented himself to this guard house of the Attached Direction of criminal investigations P.N. La Romana and exposed the following:

Sir, the reason for my presence before this office, is to denounce that unknown people removed 20 cows from my property, in unknown dawn hours on the date of 2/8/2012 in the sugar refinery of Guaymate, in the city of Roma. As to why I make formal denunciation for the corresponding aims.

This act this being filed to request of the interested party. (sic, emphasis in original).

There is no evidence explaining what Polanco did in the Dominican Republic for the following ten days.

On or about Friday, February 10, 2012, Fernandez told then Human Resources Manager Jim Collins (Collins) that Polanco had been scheduled to work on February 5, but did not report to work that day and had been absent ever since. Collins called Mrs. Polanco on Monday, February 13, 2012 and told her that Polanco's leave was not approved, his job was in jeopardy, he needed to provide an explanation for his absence, and he needed to return to work as soon as possible. Collins also asked Mrs. Polanco to inform Polanco of those directives. That same day, Collins forwarded a letter to Polanco that stated in pertinent part as follows:

You have been absent from work without explanation since February 5, 2012. You never obtained approval for a leave of absence pursuant to the collective bargaining agreement. Additionally, you did not call-in your absences on the following dates: February 5, 8, 9 and 10. (We received voicemail messages from a woman stating she is your wife on February 6 and 7 stating that you would not be in those dates.)

his explanations for the facts in the police report were credible because it is undisputed that he never explained those discrepancies to Collins.

The company requires a written explanation from you within the next three days so that it can determine how to proceed with respect to your continued employment. We called your home today and gave this information to Mrs. Polanco.

Mrs. Polanco relayed Collins's message to Polanco on that same day.

Polanco did not give Collins the written explanation that Collins requested.

Polanco Returns to Massachusetts

By letter dated February 17, 2012, Collins informed Polanco that he was suspended indefinitely and needed to attend a meeting on February 21, 2012 with the Employer and Union representatives to explain his absence without leave.⁸ The letter stated in pertinent part as follows:

Pursuant to your unauthorized absence from work from Sunday, February 5, 2012 to present, you are hereby suspended immediately, until further notice, pending investigation. You will be given an opportunity to present your version of the events that took place at a meeting with company and union representatives on Tuesday, February 21 at 4:00 p.m. in the FDR conference room.

Polanco returned to Massachusetts on or about February 19, 2012.⁹ He tried to go to work on February 20, but the company was closed for the Presidents' Day holiday.

⁸ Mrs. Polanco testified that the February 17 letter was mailed to the wrong address, and she never received it. I need not decide whether to credit this testimony because whether Polanco appeared at the meeting as directed in the letter, or was advised to attend the meeting when he returned to work, is immaterial. It is undisputed that he attended the meeting, and that the Employer advised him at that time that his employment was suspended.

⁹ Polanco testified that he tried to get an earlier flight back to Massachusetts but was unable to do so. I do not credit this testimony because he was able to change his travel plans to the Dominican Republic on short notice on February 4, 2012.

Polanco went to the meeting on February 21, 2012 with Collins, Bohn, Viera and Fernandez. Collins advised Polanco that he was suspended and asked Polanco for an explanation for his absence. Polanco told Collins that he had to leave on February 5 because cows were being stolen from his farm in the Dominican Republic. Collins asked Polanco to provide documentation to support his explanation, and Polanco agreed to provide it. Polanco went home after the meeting ended.

The Employer Terminates Polanco

Polanco provided the police report regarding the stolen cows on or about February 23, 2012, but did not explain why the report listed February 8 as the date of the cow theft. After noting that Polanco left on February 5, three days before the cows were reportedly stolen on February 8, Collins concluded that Polanco lied about the urgency of his return to the farm. The Employer did not question Polanco further.

In March of 2012, the Employer engaged in settlement discussions with the Union over Polanco's employment.¹⁰ The parties did not settle the matter. On or about April 10, 2012, Collins decided to terminate Polanco.¹¹ Collins told Union President George Belanger (Belanger) of his decision, but he did not send the Union a letter or a copy of the status form change, and did not send Polanco

¹⁰ Because the parties have limited the issue to the merits of the termination, I have not included detailed facts surrounding the Union's understanding of the status of the grievance procedure in March and April, 2012.

¹¹ The parties disputed the date that the Employer terminated Polanco. For purposes of resolving the merits of the discipline, I need not pinpoint the date. However, the parties agree that Polanco and the Employer attended a hearing at the Division of Unemployment Assistance on April 27, 2012.

a letter of termination. On April 19, 2012, the Union faxed the Employer a letter dated April 12, 2012 reiterating that Polanco had rejected the settlement offer. The Union's April 12 letter enclosed a grievance form dated February 17, 2012 challenging Polanco's suspension and termination. The Union subsequently filed a demand for arbitration to challenge Polanco's termination.

POSITIONS OF THE PARTIES

THE UNION

The Employer did not have just cause to terminate Polanco's employment. Rule (h): "unexcused absence or tardiness or leave the job without permission" deals with absence and tardiness, not the leave at issue here. Moreover, work rule violations do not require discharge; rather, discipline is based on the circumstances of each case. The circumstances here do not merit a discharge.

First, Polanco and his wife notified the Employer of his absence and explained the reason for it. The fact that the Employer did not receive Polanco's paperwork until after Polanco left does not show that he failed to properly notify the Employer or request a leave of absence. Polanco's wife also called the Employer to explain the circumstances surrounding his leave, and he returned to work as soon as Mrs. Polanco's told him that the Employer wanted to meet with him. Since Polanco and his wife properly requested his leave of absence and continually informed the Employer of the details of his absence, the Employer cannot rely on a lack of notice to support the termination.

Further, Polanco provided all of the information that the Employer requested about his absence. The only reason that the Employer gave for

rejecting Polanco's explanation was its belief – based on the police report - that Polanco lied about the urgency of the situation. However, the Employer's belief is based on a misunderstanding of police procedures in the Dominican Republic. The Employer never told Polanco why it did not believe his explanation of the timing of his departure, and it did not give him an opportunity to explain any discrepancy between the police report and his explanation of the events.

Additionally, the CBA requires the Employer to accept a satisfactory reason for an absence, and not to act arbitrarily, capriciously or unreasonably in approving a request for a leave of absence. The only reason that Polanco did not receive written permission for the leave was because the Employer refused to grant it. Since the Employer acted arbitrarily, capriciously, or unreasonably in refusing to provide Polanco with written permission, it cannot use this failure to acquire written permission as its basis for terminating him.

Finally, the Employer's use of Polanco's disciplinary record, which is comprised of absence/tardiness warnings from 2006, 2007, and 2011 and two work quality warnings in 2011, is not relevant to the just cause determination here. Rather, his disciplinary record shows that Polanco is not a poor employee and does not have a bad work record.

THE EMPLOYER

The Employer complied with the CBA when it dismissed Polanco for just cause. The decision to terminate Polanco should be accorded great deference and the Arbitrator should not substitute her judgment and discretion for that of the

Employer unless she finds the penalty was excessive, unreasonable, or an abuse of discretion.

Polanco failed to come to work for over two weeks without permission or authorization, and taking an unauthorized leave is a terminable offense. The CBA clearly requires employees to obtain written permission for a leave of absence, yet Polanco did not follow the contractual leave policy. Polanco's unauthorized leave here is particularly egregious. Because Polanco did not tell Bohn until February 2, 2012 that he wanted to take a leave of absence starting February 8, 2012 to return to the Dominican Republic, he did not provide the necessary advance notice, and he gave no notice at all that he would not be in at work on February 5 or 6. He did not obtain written permission for the leave and did not call in his absences on February 8, 9, or 10. His absence left the Employer without a qualified operator to operate his machines. He subsequently failed to comply with the Employer's directive to return to work on February 13 and provide a written explanation of his whereabouts. In total, Polanco remained out of work for more than two weeks and missed eleven shifts, and the Employer had no idea when he would return to work. Moreover, Polanco did not have a true emergency that required an immediate leave because he received calls in mid-January advising him that his cows were missing, and he went to bed rather than checking on the cows when he first arrived in the Dominican Republic.

Additionally, it is well-settled that dishonesty merits discharge, and Polanco's dishonesty to the Employer, and at the arbitration is another reason to uphold his termination. The police report that Polanco submitted to Collins states

that the cows were stolen on February 8, three days after Polanco claimed he had to leave for the emergency. This evidence demonstrates that Polanco fabricated an emergency when he knew his original request for leave would be denied. Polanco's testimony that he left on February 5 is further evidence of dishonesty, because his wife told Bohn that he left on February 4. Polanco could have definitively established his travel dates by producing the travel documentation that the Employer requested, and his refusal to do so undermines his credibility.

Finally, there is no proof that the Employer singled Polanco out for discipline. Conversely, the Employer made efforts to accommodate him when took an unauthorized leave to attend his father's funeral.

OPINION

The issue before me is whether Polanco's failure report to work from February 5-17, 2012 was just cause for termination. I conclude that it was because: 1) the CBA requires written permission for a leave of absence, 2) Polanco knew that the Employer needed to approve his leave of absence; 3) Polanco knew that he needed to complete the leave of absence form to receive approval; 4) Polanco left work without securing the required approval; 5) Polanco did not return from the Dominican Republic in a timely manner when told that his job was in jeopardy; 6) the Employer had reason to believe that Polanco's explanation for his absence was untruthful; and 7) no extraordinary circumstances justified his actions.

The CBA states in Article 6 that any employee desiring a leave of absence from his employment *shall* secure written permission from the Employer. The Employer's work rules clearly state that dishonesty, or an unexcused absence or tardiness, or leaving the job without permission could result in discharge. Employees are informed of these rules when hired and at their orientation, and the rules are reviewed with the supervisor and posted in various locations in the plant, including the break room and near the time clock. There is no evidence that Polanco was unaware of these rules. Although the Union argues that Rule (h) deals with absence and tardiness, the words "unexcused absence" and "leave the job without permission" fit this situation, and no evidence exists to establish otherwise.

Although the parties dispute certain facts regarding Polanco's efforts to obtain a leave of absence form, Polanco clearly knew that he needed permission to take a leave of absence to travel to the Dominican Republic in February, and that he needed to complete and submit the leave of absence form. When Polanco's neighbors in the Dominican Republic first called to tell him that the milk production was diminishing, he told them that he needed to ask for a leave of absence to return to the Dominican Republic. When Polanco returned from his father's funeral and told Charbonneau that he had to return to the Dominican Republic to organize concerns pertaining to the farm, she told him that he needed to get the leave of absence form. The parties agree that Bohn told Polanco on February 2 that he needed to complete and submit the leave of absence form.

Although the parties also dispute who was responsible for giving Polanco the form, the evidence clearly shows that Polanco had the form in his possession on February 3, 2012, with five hours remaining in his shift. At that point, if Polanco was unable to complete the form without assistance, he could have asked his wife to come to the plant to help him complete it. Polanco's testimony that he intended to complete the form over the weekend and submit it the following Monday (February 6, 2012) does not excuse his failure to submit it when he had the opportunity to do so, in view of the seriousness of the situation. Polanco had known since early January that he needed to return to the Dominican Republic, he knew that he needed the form to get approval, he had difficulty getting the form, and his cows were disappearing. In short, Polanco had the opportunity to turn in the form in a timely manner, but did not, and there is no basis in fact for the Union's assertion that the late-filed form constituted sufficient notice or a timely request.

There is also no dispute that Polanco did not receive approval for the leave prior to traveling to the Dominican Republic. Although the Union argues that Polanco and his wife gave proper notice and a satisfactory reason for Polanco's absences, there is no dispute that the Employer did not approve Polanco's leave ahead of time. Polanco knew that he needed prior approval for the leave; consequently, submitting notice and explanation after the fact was insufficient.

Similarly, the parties do not dispute that Collins advised Mrs. Polanco on February 13, 2012 that Polanco was absent without an approved leave of

absence, that his job was in jeopardy, and Polanco needed to contact Collins to explain his absence. Mrs. Polanco relayed this conversation to Mr. Polanco and told him to return immediately. Collins subsequently confirmed his message by letter. Thus, even if Polanco believed that the Employer would permit his absence from February 5 through February 13, he knew on February 13 that his leave was unapproved, and his job was at risk. Yet, despite Collins's clear order to return to work, Polanco did not return for eight days, nor did he contact Collins to explain his absence or discuss his return. The fact that he eventually returned, as the Union asserts, does not excuse his unapproved absence. Although Polanco blamed the delay on an alleged inability to obtain an earlier flight, his ability to travel to the Dominican Republic on short notice on February 5-6 belies that explanation, and he offered no explanation for his failure to contact Collins.¹² Thus, even if Polanco believed that he was initially excused from work, he knew he was absent without permission between February 13 and February 21, 2012. Polanco's unexcused absence violated the CBA and Employer's work rule, and, pursuant to that work rule, subjected him to discharge.

As noted above, the Employer's work rules also prohibit dishonesty, and Collins reasonably believed that Polanco had not told the truth about the timing of his trip to the Dominican Republic. The police report that Polanco gave the Employer states that he appeared at the police station on February 9 to report

¹² As noted in footnote 9, I have not credited Polanco's assertion that he could not obtain an earlier flight back to Massachusetts. Even if I did credit that testimony, Polanco never contacted the Employer to explain his travel difficulties; nor did the Union cite case law or a contractual provision requiring the Employer to hold Polanco's position while Polanco arranged his travel plans.

that 20 cows were stolen from his property on February 8, 2012. Yet, this statement contradicts Polanco's explanation that he needed to leave Massachusetts on February 5, 2012 because the cows were disappearing. I do not fault the Employer for failing to give Polanco an opportunity to explain the discrepancy, as Polanco could have offered an explanation along with the report. In the absence of any explanatory information, the report that Polanco gave Collins implied that Polanco had been dishonest, and justified Collins's belief. Consequently, Polanco's actions merited discharge in this case.

Finally, the Employer's conduct was not unreasonable or arbitrary, and there were no extenuating or extraordinary circumstances excusing Polanco's conduct or justifying a lesser penalty. There is no provision in the CBA requiring the Employer to grant Polanco a leave of absence to monitor his farm. Although the loss of his cows and capital was a legitimate concern to Polanco, the Employer was not required to excuse absences stemming from a problematic side business. Nor was the Employer required to make an exception here, merely because it had accommodated Polanco's unplanned leaves involving the death of his parents. Polanco knew that this leave of absence required prior approval, knew that he did not secure such approval before he left, yet he left anyway and did not return in a timely manner when ordered to do so. The fact that Polanco had relatively few prior disciplinary infractions does not mandate a different result because his actions violated a clear work rule.

AWARD

AFC Cable Systems, Inc. had just cause to terminate Freddy Polanco's employment, therefore it did not violate the collective bargaining agreement.

The grievance is denied.

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR RELATIONS

SUSAN L. ATWATER, ESQ.
ARBITRATOR