

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR RELATIONS

In the Matter of the Arbitration Between:

CITY OF REVERE

-and-

MASSACHUSETTS LABORERS' DISTRICT
COUNCIL

ARB-24-10696

Arbitrator:

Timothy Hatfield, Esq.

Appearances:

Hayley Cotter, Esq. - Representing City of Revere

Sal Romano - Representing Massachusetts Laborers' District
Council, Local 1249

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

The City had just cause to terminate Moscato's employment, and the grievance is denied.



Timothy Hatfield, Esq.
Arbitrator
March 6, 2026

INTRODUCTION

On July 1, 2024, Massachusetts Laborers' District Council (Union) filed a unilateral petition for Arbitration. Under the provisions of M.G.L. Chapter 23, Section 9P, the Department of Labor Relations (Department) appointed Timothy Hatfield, Esq. to act as a single neutral arbitrator with the full power of the Department. The undersigned Arbitrator conducted a virtual hearing via Web-Ex on December 13, 2024, and February 24, 2025.

The parties filed briefs on April 18, 2025.

THE ISSUE

The parties agreed upon the following issues:

Did the City have just cause to terminate Mr. Moscato's employment? If not, what shall be the remedy?

RELEVANT CONTRACT LANGUAGE

The parties' Collective Bargaining Agreement (Agreement) contains the following pertinent provisions:

ARTICLE III - MANAGEMENT RIGHTS

In the interpretation and administration of this Agreement, the City shall not be deemed to have been limited in any way in the exercise of the regular and customary functions of municipal management or governmental authority and shall be deemed to have retained and reserved unto itself all the powers, authority and prerogatives of municipal management or governmental authority including, but not limited to, the following examples: the operation and direction of the affairs of the departments in all of their various aspects; the determination of the level of services to be provided; the direction, control, supervision and evaluation of the employees; the determination of employee classifications; the determination and interpretation of job descriptions, but not including substantive changes; the planning, determination, direction and control of all the

operations and services of the departments (and their units and programs); the increase, diminishment, change or discontinuation of operations in whole or in part; the institution of technological changes or the revising of processes, systems or equipment; the alteration, addition or elimination of existing methods, equipment, facilities or programs; the determination of the methods, means, location, organization, number and training of personnel of the department or its units or programs; the assignment and transfer of employees; the scheduling and enforcement of working hours; the assignment of overtime; the determination of whether employees (if any) in a classification are to be called in for work at times other than their regularly scheduled hours and the determination of the classification to be so called; the determination of whether goods should be made, leased, contracted or purchased on either a temporary or a permanent basis; the hiring appointment, promotion, or the relief of employees due to lack of funds or work or the incapacity to perform duties or for any other reason; the demotion, suspension, discipline, discharge of any employee for just cause; the making, implementation, amendment and enforcement of such rules, regulations, operating and administrative procedures from time to time as the City deems necessary. Nothing in this article shall be interpreted or deemed to limit or deny any rights of management provided the City by law.

Section 2.

The City of Revere and its management officials have the right to promulgate reasonable rules and regulations pertaining to the employees covered by this Agreement, so long as such rules and regulations do not conflict with any term or condition of this Agreement.

ARTICLE V- GRIEVANCE ARBITRATION PROCEDURE (In Part)

Grievance Procedure: In the event of a grievance between the employee and the City, the representatives of both agree to make prompt and earnest efforts to settle the matter. For purposes of this Agreement, a grievance shall be defined as any dispute between the City and the Union and/or a member of the unit covered by this Agreement involving only the interpretation or application of a specific provision of this Agreement, except as provided in Section 3 hereof, all grievances shall be handled as follows: ...

Section 6.

Employee Option. Employees subject to c. 31 who have completed their probationary period of employment, shall not be suspended, discharged, or otherwise disciplined except for just cause. Any

dispute concerning whether such cause exists may be a subject of grievance and arbitration under the terms of this Agreement; provided, however, an employee may not pursue his/her grievance/arbitration remedies and his/her statutory Civil Service Commission remedies, if any, with respect to the same dispute, but must elect between them in writing, such election to be made at Step 3. If any employee elects arbitration, any action previously taken by the appointing authority pursuant to Chapter 31 will be considered the equivalent of a Step 2 determination; and his/her election in writing will constitute the grievance hereunder. ...

FACTS

The City of Revere (City or Employer) and the Union are parties to a collective bargaining agreement that was in effect at all relevant times to this arbitration. The City operates the Rossetti-Cowan Senior Center (Senior Center). One of the services offered to senior residents of Revere is free van transportation within the City to shopping centers, doctor appointments, and the Senior Center.

In April 2021, the City hired the grievant, Steven Moscato (Moscato / grievant) as a Senior Center Caretaker/Van Driver. Deb Peczka DiGiulio (DiGiulio / Director) is the Director of the Senior Center. Anna Piccardi (Piccardi) is the Assistant Director / Project Coordinator of the Senior Center. Susan Martelli (Martelli) is an Administrative Clerk and Karen Knapp (Knapp) is the Breakfast and Lunch Coordinator at the Senior Center. Lisa Tramelli (Tramelli) is the City's Human Resource Director.

On July 19, 2023, Moscato received a written warning for speeding in the Senior Center van. In May 2024, Moscato was suspended for two days for continued speeding issues while driving the Senior Center van. Moscato was also required to attend three trainings upon his return to work, one for Diversity and

Sensitivity, the second for Defensive Driving, and the third for Passenger Assistance. Moscato did not grieve either the written warning or the suspension.

Moscato's duties as a Caretaker/Van Driver includes both driving duties and caretaker duties. As a van driver, Moscato was tasked with ensuring the seniors boarded the van in a safe manner by providing assistance as needed, operating the van lift as needed, ensuring that passengers are properly seated and buckled, driving the van in a safe manner, and ensuring that the seniors safely disembarked the van.

As a caretaker, Moscato's duties varied from day to day, but included tasks such as cleaning tables and chairs, sweeping, and performing other tasks as requested around the Senior Center.

Moscato met regularly with DiGiulio and Piccardi, both before his suspension and after his return, to discuss the expectations of his position. Moscato was repeatedly told that during his downtime from driving the van, he was expected to help out with the caretaker duties, including cleaning in the Senior Center.

In addition to meeting with Moscato about his caretaker responsibilities, DiGiulio repeatedly met with him to discuss the importance of adhering to his driving schedule, and keeping the Senior Center informed of any changes. Moscato was informed of the importance of the Senior Center knowing who was on his van and where he was going. Both Moscato and Tarek Abou-Hadiba (Tarek / Abou-Hadiba), the other Senior Center van driver, were told not to change the

schedule of pickups on their own but to instead report any issues to the Senior Center staff.

On May 31, 2024, Moscato's first day back from suspension, Piccardi and Moscato drove to Master Auto to pick up one of the Senior Center vans that was in for service. Prior to leaving the Senior Center, Moscato asked Piccardi if he should go out and pick up seniors. Piccardi told Moscato that he should return directly to the Senior Center as Tarek was handling the pickups in the other van. Upon her return to the Senior Center, Piccardi was informed that Moscato had called the Senior Center and informed them that he was going to pick up a senior named Rita, in a direct contradiction of what he was told to do by his supervisor. Upon his return to the Senior Center, Piccardi asked Moscato why he went to pick up the senior when he was directed not to. Moscato responded that Tarek had been out all day and he had the van, so he picked her up. Piccardi reminded Moscato that they had previously discussed this issue, and he was told to return to the Senior Center, and she reiterated that he was not allowed to make changes to the pickup schedule "on the fly" by himself.

Also, during this shift, Martelli overheard Moscato telling one of the senior citizens that he would refuse to clean up if he was asked to do so. Later Moscato spoke to Knapp and stated that "if she asks me to sweep the floor, I'm saying no." Martelli also heard Moscato telling some of the seniors that he was concerned about getting fired, making comments such as "they are trying to fire me."

On June 3, 2024, DiGiulio and Piccardi met with the drivers to discuss a multitude of issues. Again, they reminded Moscato and Tarek not to change

pickups between the two of them and to follow the schedule that is given to them. DiGiulio reminded Moscato that he was supposed to return directly to the Senior Center the previous Friday and should not have disregarded his supervisor's directive by changing the schedule on his own and picking up Rita. DiGiulio also explained to Moscato that part of his job included caretaker duties and there would be a list of tasks to complete upon his return from driving the van. Moscato agreed to this list.

On June 5, 2024, just two days after his meeting with DiGiulio and Piccardi, Moscato again failed to follow his supervisor's instructions for pickups. Moscato was instructed to complete his Defensive Driving training and take the required test. DiGiulio informed him that she would assist driving seniors home as needed. Instead of following this directive, Moscato drove some of the seniors home in the van prior to taking the required test for the training.

The next day, on June 6, 2024, Moscato again disregarded the pickup schedule. Each driver was assigned a route that had "regulars" (seniors who regularly attended the Senior Center). Moscato's route was centered on the beach side of Revere, and Tarek's route centered on the west side of Revere. One of Tarek's regular pickups was a senior named Carmella who attended the Senior Center four times per week and lived on the west side of Revere. On the morning of June 6, 2024, Moscato inexplicably picked up Carmella without being instructed to do so, and without informing anyone, including Tarek. Having not been informed of any change to the pickup schedule, Tarek arrived at Carmella's residence to pick her up. Tarek waited outside, and when Carmella failed to come out, he tried

to call her. Receiving no answer, Tarek called the Senior Center to inform them that Carmella did not come out and was not answering the phone. Piccardi immediately called Carmella's son to inform him of the situation. Carmella's son told Piccardi that he would head to her house to check on her. Later that morning, Moscato arrived at the Senior Center with Carmella. Piccardi immediately called Carmella's son to inform him that she was at the Senior Center having been driven there in Moscato's van. Piccardi apologized for the confusion and any worry that it had caused. It is undisputed that nobody had instructed Moscato to deviate from his assigned pickups, and he informed no one of his decision to pick up Carmella.

Later that morning, Piccardi spoke to Moscato about the incident, informing him that his actions had caused Carmella's son needless worrying, and again informed him that he was not allowed to make changes to the pickup schedule without contacting the Senior Center. Upon learning of the incident, DiGiulio informed Tramelli of the incident.

On June 10, 2024, Moscato was asked to wipe down the tables and chairs in the dining room. Piccardi, noticing that Moscato was done quickly, asked him if he was done and he responded that he was. Piccardi then wiped one of the tables and saw there was still black dirt on it and asked him to clean them again. Moscato returned to the dining room to again clean the tables and chairs. He again told Piccardi he was done. Piccardi then reviewed the Senior Center's security cameras and found that Moscato had not been honest, as he had only cleaned half of the tables and none of the chairs.

On or about the first two weeks of June 2024, Moscato was involved in an incident where he was sitting in the van while DiGiulio was escorting a senior citizen out of the building to the van. The senior was not feeling well and was using a cane. Moscato remained in the driver's seat and offered no assistance until DiGiulio directed him to operate the lift in the van.

On June 20, 2024, the City terminated Moscato from his Caretaker/Van driver position. The Union filed a grievance over Moscato's termination that was denied at all steps of the grievance procedure by the City, resulting in the instant arbitration.

POSITIONS OF THE PARTIES

THE EMPLOYER

The City had just cause to terminate Moscato's employment following numerous infractions occurring following his return from suspension. In order to demonstrate just cause for discipline, an employer must demonstrate that: (1) the employee was on notice of the rule or policy; (2) the employee committed an infraction of the rule or policy; (3) the amount of discipline issued is in keeping with the seriousness of the offense.¹

Moscato was indisputably on notice of the Senior Center's policies and the expectations of his position as a Caretaker/Van Driver. Moscato admitted that he was on notice of the Senior Center's policies regarding picking up senior citizens, as he was frequently counseled regarding the importance of adhering to his driving schedule issued by his supervisor, and keeping the Senior Center informed of any

¹ Elkouri and Elkouri, How Arbitration Works, at pg. 905, 931-2 (5th ed., 1997).

changes to that schedule. Multiple hearing exhibits repeatedly show that Moscato was told that he needed to adhere to his schedule of pickups and not interfere with the process of scheduling rides for seniors. He was also informed that he needed to inform the Senior Center of any revision to the schedule as the Senior Center needed to be aware of who is riding on the van and where they are going.

Yet, on the day he returned from suspension, he disregarded Piccardi's explicit instruction that he return to the Senior Center from the mechanic shop, and instead, he went to pick up a senior named Rita, despite the fact that the other van driver was out and scheduled to pick her up. Moscato was counseled by Piccardi immediately following this incident, and reminded again at a June 3, 2024, meeting with DiGiulio that drivers could not change rides between themselves.

Even with these repeated reminders, on June 5, 2024, Moscato disregarded pickup instructions when he ignored instructions to finish his Defensive Driving test and instead went to drive seniors home from the Senior Center. Then the next day, June 6, 2024, Moscato again disregarded the numerous reminders, and the established pick-up routine, when he left his established route and went to the west side of Revere and picked up Carmella, one of Abou-Hadiba's regulars, without informing anyone.

Abou-Hadiba, not realizing that Moscato had already picked up Carmella, tried to reach Carmella by phone when she didn't answer the door. When Carmella didn't respond to the door or the phone, he called the Senior Center to report the situation. The Senior Center then called Carmella's son to inform him that his mother had not answered the door or the phone. At some point after this

notification, Moscato arrived with Carmella at the Senior Center. Piccardi was forced to call Carmella's son, report that his mother was safely at the Senior Center, and apologize for the confusion surrounding his mother's location.

Incredibly, while Moscato admits that he was on notice of the Senior Center's policies regarding pickups, and that he committed infractions of such policies, he continues to insist that he only deviated slightly or made judgment calls. He stubbornly refuses to accept that the Senior Center has the ability to establish reasonable policies, and that he is bound to follow such policies in his Caretaker/Van driver position. The fact that Moscato continued, even at the arbitration hearing, to insist that he could exercise his judgment to disregard such policies is alarming. The seriousness of the offense, Moscato's repeated and unapologetic refusal to follow instructions regarding pickups, and conduct compromising senior citizen safety, plainly justified the discipline issued.

Moscato was similarly aware of the expectations of his position as a Caretaker and insubordinately refused to satisfy these expectations following his return from suspension. Moscato admitted that he had been repeatedly counseled regarding his duties as a Caretaker. Moscato was repeatedly told that as part of his Caretaker duties, when not driving, he had to help out with wiping the tables at the end of the day, sweeping and vacuuming if necessary, and taking out the trash as needed.

But again, on the day of his return from suspension, he was overheard saying that he would refuse to clean up if he was asked to do so, and that if he was asked to sweep the floor, he was going to say no. A week later, he claimed

that he had wiped down the tables and chairs as instructed, but video footage from the dining room showed that he had only wiped down half of the tables and none of the chairs and was not honest about his completion of the task.

As Moscato was admittedly on notice of the expectations for his role as Caretaker and deliberately failed to satisfy these expectations after his return from suspension, the discipline imposed was in keeping with the seriousness of his continued and repeated insubordination.

Arbitrators have held that, in cases where no single incident was sufficient to warrant discharge, the general pattern of the employee's unsatisfactory conduct and performance, as established by a series of incidents over an extended time period was preponderant evidence justifying discharge.² In Electronic Corp. of AM., 3 LA 217, 219 (Kaplan, 1946),³ the employee evidenced a pattern of irresponsibility, inefficiency, and inattentiveness. The arbitrator concluded that while some of the grievant's individual actions might very well be dismissed as inconsequential, the whole pattern of conduct and work supports the company's decision to terminate the employee, noting in particular that the employee in every instance refused to accept any criticism. It is a well settled principle that a general pattern of unsatisfactory conduct and performance can constitute preponderant evidence justifying discharge.

A similar result must be reached here as well. Moscato evidenced a general pattern of unsatisfactory conduct and performance, particularly in the three weeks

² Elkourj, pp. 15-69.

³ Id. at 220.

between his suspension and discharge. In addition to disregarding instructions for senior pickups and refusing to complete assigned cleaning tasks, he made inappropriate comments to senior citizens about the Senior Center trying to fire him and failed to assist a senior citizen who needed assistance in boarding the van. Further, in every instance he refused to accept any criticism, even continuing to insist at the arbitration hearing that he acted appropriately and exercised his judgment.

While the three-week duration between Moscato's suspension and his termination was relatively short, none of Moscato's performance or behavior issues were of the kind that could be corrected with additional training or were likely to improve given additional time. He clearly understood what was expected of him as a Caretaker/Van Driver. He simply disagreed with such expectations and deliberately refused to adhere to them. The City had no expectation that his behavior would suddenly change. Given the vulnerable elderly population served by the Senior Center, the City did not have the luxury of waiting to see if Moscato's performance and behavior issues would improve over time. Moreover, the sheer number of violations that occurred in the three-week period immediately following his suspension plainly supports the City's conclusion that Moscato's termination was ultimately warranted.

Conclusion

Based on the evidence presented, the City has demonstrated that Moscato knew the expectations for his role as Caretaker/Van Driver, and repeatedly and deliberately failed to satisfy them, despite coaching and progressive discipline. For

these reasons, the City had just cause to terminate Moscato's employment, and the arbitrator must dismiss the Union's grievance.

THE UNION

This dispute provides a straightforward example of how an employer unjustly disciplines a worker. The City tried to introduce evidence of conduct which occurred prior to May 28th as a basis for supporting its burden of proof. The City can only utilize alleged violations of the City's policies occurring after May 28th until June 20th.

The termination notice in the case is troublesome because it lacks any definable or clear examples of the alleged reasons for discharging Moscato. It simply alleges the existence of numerous reasons stemming from a series of actions and behaviors that are unacceptable and contrary to the City's organizational standards and values. It is obvious that the alleged occurrences of these events are unknown. The lack of specific evidence, its existence or the specific rules or policies involved, is the only other evidence which can be considered.

The City claimed that Moscato returned to work on May 31st and, while cleaning tables in the dining room, he was overheard saying "they are trying to get me fired. She tried to fire me without documentation." The City's use of this claim, is simply astonishing because no witness is identified, and the City did not establish who was present or when the statement allegedly occurred. Even if the statement is true, it's stupefying to even consider this as a violation of any rule, policy, or proof of wrongdoing. Where is the proof that these comments are

inappropriate, unprofessional or caused unnecessary stress to the seniors. Even if the utterances were proven, they certainly cannot justify the imposition of discipline which is reserved for the most serious of violations.

In addition, Tramelli claims that Moscato ignored instructions from both her and the Assistant Director. These ambiguous allegations are overly general and do not satisfy the City's burden of proof.

Before addressing whether the termination was based upon the required just cause or whether it was arbitrary and capricious the City must prove that Moscato is guilty of wrongdoing. The Union argues that this will be impossible to accomplish because the evidence does not support this argument, nor were any rules, policies or regulations in effect during Moscato's employment term. The testimonial record does not contain important factors establishing the basis for the existence of reliable valued evidence.

The time-tested, practical approach to determine the basic elements of just cause were made famous by Dougherty's so-called "Seven Tests." A "no" answer to any one of these questions means just cause either was not satisfied or seriously weakened by the City's arbitrary, capricious, or discriminatory behavior.

The Seven Tests include:

1. Notice: Did the Employer give to the employee forewarning or foreknowledge of the possible or probable consequences of the employee's disciplinary conduct?
2. Reasonable Rule or Order: Was the Employer's rule or managerial order related to the orderly efficient and safe operation of the Employer's business?

3. Investigation: Did the Employer, before administering the discipline, make an effort to discover whether the employee did in fact violate a rule or order of management?
4. Fair Investigation: Was the Employer's investigation conducted fairly and objectively?
5. Proof: At the investigation, was there substantial evidence or proof that the employee was guilty as charged?
6. Equal Treatment: Has the Employer applied its rules, orders and penalties even-handedly and without discrimination to all employees?
7. Penalty: Was the degree of discipline administered reasonably related to the seriousness of the offense, and the record of the employee in his service with the Employer?

A review of the exhibits and the testimony demonstrates how badly the City has failed to satisfy the Seven Tests for just cause. Each of the test statements can be answered with a "no." This dispute is extraordinary because there is such a lack of evidence to support the City's claims.

In the event that the arguments, discussions and administrative case authorities show that the grievance cannot be sustained, then the penalty of termination must be considered. What has the City proven to support the violations alleged in the termination letter? The Union considers the insubordination and inappropriate behavior issue to be an extreme reach for the City on this record; however, this must be recognized as the cornerstone of its reasoning for imposing such a harsh punishment. The City has the right to discipline an employee for inappropriate behavior and insubordination. There is, however, no evidence that Moscato was given an order or directive and intentionally failed to perform or comply.

Conclusion

In this disciplinary matter, the City has the burden to prove by a preponderance of evidence that Moscato is guilty of wrongdoing. It must prove he knew his alleged conduct was prohibited by City rules and regulations. Here, there were no applicable rules for Moscato to violate; they did not exist. There must also be proof of intentional wrongdoing by Moscato. All of this requires the City to establish facts by credible testimonial evidence. Finally, the City must demonstrate that the level of discipline imposed is reasonably related to the proven offense and is unaffected by mitigating circumstances.

The City has failed to meet its required burden. This saga of industrial injustice can only be resolved by sustaining Moscato's grievance and making him whole for his losses.

OPINION

The issue before me is:

Did the City have just cause to terminate Mr. Moscato's employment? If not, what shall be the remedy?

For all the reasons stated below, the City had just cause to terminate Moscato's employment, and the grievance is denied.

It is clear from the evidence presented at the hearing that Moscato, for whatever reason, was unwilling and/or incapable of following directives from DiGiulio and Piccardi. Moscato continuously failed to abide by their explicit instructions to not change the provided van pickup schedule.

Evidence presented at the hearing shows that Moscato had a prior disciplinary history that included a written warning and a two-day suspension for issues with the manner and speed that he drove the Senior Center van. Unfortunately, Moscato, instead of learning from his suspension, returned with an attitude and almost immediately began ignoring instructions.

On May 31, 2024, Moscato's first day back from suspension, Piccardi and Moscato drove to Master Auto to pick up one of the Senior Center vans that was in for service. Prior to leaving the Senior Center, Moscato asked Piccardi if he should go out and pick up seniors. Piccardi told Moscato that he should return directly to the Senior Center as Tarek was handling the pickups in the other van. Upon her return to the Senior Center, Piccardi learned that Moscato had called the Senior Center and informed them that he was going to pick up a senior. Moscato, in a flagrant disregard of a clear instruction from Piccardi to drive directly back to the Senior Center, unilaterally changed the pick-up schedule and went to pick up a senior before returning to the Senior Center as instructed.

DiGiulio and Piccardi met repeatedly with Moscato to reiterate that he was not allowed to make changes to the ride pick-up schedule. Moscato repeatedly failed to comply with the directive. On June 5, 2024, less than a week after his last failure to follow a directive, and a mere two days after meeting with DiGiulio and Piccardi about not changing the schedule of pick-ups, Moscato was directed to finish his defensive driving exam before driving any seniors home from the Senior Center. Moscato again decided to do whatever he wished, regardless of the clear

and unambiguous instructions he received, and began driving seniors home prior to finishing his exam.

Repeatedly, Moscato chose to take it upon himself to make pick-up schedule changes and disregard instructions, which caused a family grave concern for the wellbeing of their mother when he inexplicably, without notice or directive, picked up a senior who was not on his pickup schedule. His misconduct forced the Senior Center to notify the family of a potential issue, when the senior wasn't at home for her regular pickup with Tarek. Unbeknownst to everyone but Moscato, the senior was fine and in his van on the way to the Senior Center. However, the family, fearing the worst, said they would check on her. It was not until she arrived safely at the Senior Center with Moscato that the family learned that she was ok. Moscato never gave a clear explanation for his actions.

Moscato's continuous failure to follow his supervisor's directives was not limited to his van driver's duties. His complete disdain for his caretaker duties was also clearly on display upon his return from suspension. On Moscato's first day back, he told coworkers that he was going to refuse caretaker duties, such as sweeping, if he was requested to do so. DiGiulio and Piccardi met with Moscato about his caretaker duties and told him that a list of caretaker duties for him to complete on his shift was going to be generated.

On June 10, 2024, Moscato was asked to wipe down the tables and chairs in the dining room. Piccardi, noticing that Moscato was done quickly, asked him if he was done and he responded that he was. Piccardi then wiped one of the tables and saw that there was still black dirt on it. Moscato returned to the dining room

to again clean the tables and chairs. He again told Piccardi he was done. Piccardi then reviewed the Senior Center's security cameras and found that Moscato had not been honest, as he had only cleaned half of the tables and none of the chairs.

Moscato's inability to follow his supervisor's directives in all aspects of his employment showed no signs of improving and had even slipped further into lying about completing tasks that he knew he hadn't completed. After his return from suspension, DiGiulio and Piccardi went to great lengths to work with Moscato around his penchant for unilaterally making changes to the pickup schedule, refusing to follow direct instructions, and failing to complete his caretaker duties. Unfortunately, regardless of how many times they met with Moscato, he continued to defy their directives and failed to correct his actions. The City, seeing no indication that Moscato had or would change his behavior, decided to terminate his employment at the Senior Center.

For all the reasons stated above, the City had just cause to terminate Moscato's employment, and the grievance is denied.

AWARD

The City had just cause to terminate Moscato's employment, and the grievance is denied.



Timothy Hatfield, Esq.
Arbitrator

March 6, 2026