IN THE MATTER OF AN ARBITRATION
BETWEEN

SEIU District 1199 WV/KY/OH,

The Union

And

The State of Ohio
Bureau of Workers Compensation,

The Employer

BWC-2020-03542-12
Arbitrator: Jerry B. Sellman
Decision Dated: December 7, 2022
Issue: Telework Policy during Pandemic

APPEARANCES

FOR THE UNION:

Joshua D. Norris - Executive Vice President, SEIU District 1199 WV/KY/OH, representing the Union
Teresa A. Stephens – Disability Management Coordinator with the State of Ohio, Bureau of Workers Compensation, Witness

FOR THE EMPLOYER:

Victor Dandridge - Labor Relations Administrator, State of Ohio Department of Administrative Services, Office of Collective Bargaining, Representing the Employer
Megan Kish – Chief of Human Relations, State of Ohio Bureau of Workers Compensation, Witness

I. NATURE OF THE CASE

Timeliness of the Grievance; Arbitrability; Telework Policy; Telework Policy during COVID-19: This matter came for hearing before Arbitrator Jerry B. Sellman on September 22, 2022. The hearing was held at the offices of the State of Ohio Department of Administrative Services, 4200 Surface Rd. Columbus, OH 43228. The proceeding arises pursuant to the provisions of the Collective Bargaining Agreement (hereinafter "CBA" or "Agreement") between the State of Ohio (hereinafter the "Employer") and Service Employees International Union, (hereinafter the "Union" or "SEIU"). This arbitration involves a grievance filed by the Robin Bennie on behalf of all SEIU Local 1199 Employees working for the State of Ohio Bureau of Workers Compensation (hereinafter "Grievants") alleging that the Employer refused to reimburse bargaining-unit members for fifty percent (50%) of the monthly internet service charge, not to exceed $40.00, for the period March 2020 – September 2020, as provided in Employee Handbook Policy HR-4.30 (Teleworking Policy). Further, the Grievants argue that the Employer unilaterally changed the Policy in September 2020 by removing the stipend from Policy HR-4.30 without bargaining to do so with the Union in violation of the Collective Bargaining Agreement and Ohio Revised Code 4117. The Union argues that the Grievance was timely in that it was filed within 20 days of the time the Grievants became aware that the Employer did not intend to pay them as prescribed by the Teleworking Policy. The Employer argues that the Grievance was untimely filed and is meritless. The CBA provides that grievances must be filed within 20 days of the date on which the grievant(s) knew or reasonably could have known of the event giving rise to the Class Grievances. A total of eleven pay periods passed before the Union filed the Grievance and the Grievance is untimely. On the merits, the Teleworking Policy only applies to "Field Agents," who routinely work 80% of their time away

from the office. None of the Grievants were "Field Agents" and were not entitled to the telework internet stipend.

At the beginning of the hearing, the Parties stipulated that the matter was properly before the Arbitrator for resolution, including the Employer's argument that the Grievance is not arbitrable, as stated above. At the conclusion of the hearing, the Parties requested permission to file post-hearing briefs, which was granted by the Arbitrator. The briefs were due on November 7, 2022. The Employer filed its brief on November 4, 2022, and, with a granted extension, the Union filed its brief timely on November 8, 2022.

The Union framed the issues as follows:

(1) Did the Employer violate the parties' collective bargaining agreement when it failed to pay SEIU Bargaining-unit members of the Bureau of Workers Compensation in accordance with the BWC Teleworking Policy HR 4.30? If so, what shall the remedy be?

(2) Did the Employer fail to bargain changes in the Teleworking Policy with the Union? If so, what shall the remedy be?

The Employer framed the issue as follows:

(1) Was the Grievance timely filed?

(2) If the Grievance was timely filed, did the Employer violate the parties' collective bargaining agreement when it failed to pay SEIU Bargaining-unit members of the Bureau of Workers Compensation in accordance with the BWC Teleworking Policy HR 4.30? If so, what shall the remedy be?

The applicable provisions of the Agreement in this proceeding are as follows:

COLLECTIVE BARGAINING AGREEMENT

ARTICLE 1
PURPOSE AND INTENT OF THE AGREEMENT

* * *

1.03 Total Agreement

This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, practices and benefits previously and presently in effect, may be modified or discontinued at the sole discretion of the Employer. This Section alone shall not operate to void any existing or future ORC statutes or rules of the OAC and applicable Federal law. This Agreement may be amended only by written agreement between the Employer and the Union.

ARTICLE 6
NON-DISCRIMINATION

6.02 Agreement Rights

No employee shall be discriminated against, intimidated, restrained, harassed, or coerced in the exercise of rights granted by this Agreement.

ARTICLE 7
GRIEVANCE PROCEDURE

7.04 Grievance

A Grievance under this procedure may be brought by any bargaining unit member who believes himself/herself to be aggrieved by a specific violation of this Agreement. When a group of bargaining unit employees desires to file a grievance involving an alleged violation that affects more than one (1) employee in the same way, the grievance may be filed by the Union. A grievance so initiated shall be called a Class Grievance, Class Grievances shall be filed by the Union within twenty (20) days of the date on which the grievant(s) knew or reasonable could have known of the event giving rise to the Class Grievances. The Union shall identify the class involved, including the names if necessary, if requested by the Agency head or designee.

ARTICLE 33
SERVICE DELIVERY

The Employer and the Union recognize the continuing joint responsibility of the parties to ensure that client, patient and inmate services are fully and effectively delivered, that clients', patients' and inmates' safety and health are protected, and the highest standards of professional care are maintained.

APPENDIX E

2. A "field worker" is an 1199 employee who on a regular, routine, and predictable basis works eighty percent (80%) or more hours on average in a travel status. The duties of these workers generally, require them to meet and work on-site with clients or customers who dispersed throughout a district or geographical territory.

EMPLOYER POLICIES

TELEWORKING POLICY HR – 4.30
(Effective Date June 1, 2018

I. POLICY PURPOSE

The Purpose of this policy is to make employees aware of the Bureau of Worker's Compensation's (BWC) teleworking program, and the rules/requirements of participation in the program.

II. APPLICIBALITY

This policy applies to all BWC employees in classifications in which the majority of the work performed is considered field work (e.g. Industrial Safety Consultant Specialists, Ergonomists, Industrial Safety Hygienists, Fraud Investigators, etc.)

III. DEFINITIONS

Eligible Employee: An employee in a job classification identified by the employee's manager/supervisor as being suitable for teleworking.

Headquarters Location: This is the BWC location or office where the employee is assigned and headquartered, Also know (sic) as report-in location.

Home Headquartered: An employee whose home/primary residence is their headquarters location, This designation only applies to

certain safety specific positions within the BWC and to employees hired into those positions prior to 2007.

Remote Workplace: A work site other than the employee's headquarters or a BWC location/office.

Employee: A person who is permitted under the terms of this policy to work at (sic) remote workplace.

Teleworking: Working at a location other than the employees' assigned headquarters or BWC location/office.

IV. Policy

F. Equipment and Supplies

1. BWC shall provide computer equipment, software, printer, fax, scanner and office supplies,

* * *

8. Employees participating in the telework program who have broadband internet access will be reimbursed for fifty percent (50%) of the monthly internet service charge, not to exceed $40.00, for any month in which they are in telework status, Cellular cards may be issued on a case by case basis.

II. SUMMARY OF THE TESTIMONY AND POSITION OF THE PARTIES

The primary facts in this case are not in dispute. Following a declared national emergency by the President of the United States due to the outbreak of Covid-19 in early March 2020, the Governor of the State of Ohio issued an Executive Order on March 9, 2020, declaring an emergency for the entire state to protect the well-being of the citizens. The Governor issued a stay-at-home Order for all non-essential workers. In compliance with that Order, the State of Ohio Bureau of Workers Compensation required all employees, which included members of the SEIU Bargaining Unit, to work remotely from home starting in March of 2020.

At the time BWC employees were ordered to work from home, the Employer had in place a Teleworking Policy, HR 4.30 (Teleworking Policy). The Teleworking Policy indicated that it was applicable to "all BWC employees in classifications in which the majority of the work performed is considered field work (e.g., Industrial Safety Consultant Specialists, Ergonomists, Industrial Safety Hygienists, Fraud Investigators, etc.)." Under Appendix E of the CBA, "a field worker" is defined as "an 1199 employee who on a regular, routine, and predictable basis works eighty percent (80%) or more hours on average in a travel status. The duties of these workers generally require them to meet and work on-site with clients or customers who dispersed throughout a district or geographical territory." Teleworking is defined as "[w}orking at a location other than the employees' assigned headquarters or BWC location/office."

Under the Teleworking Policy, teleworking is voluntary, and employees are not required to work under the teleworking program (Teleworking Policy IV, C, 3). Eligible employees who desire to work in the telework program are required to submit a completed Teleworking Agreement to their immediate supervisor for approval.

When the pandemic hit in March 2020, Grievants were required to work from home. The Employer required each SEIU 1199 employee to sign a Teleworking Agreement and by signing the Agreement, each acknowledged that he/she read the Teleworking Policy and agreed to comply with the provisions outlined in the Teleworking Policy. The Employer representative testified that the Grievants were required to sign the Teleworking Agreement because they were given equipment (laptops) and the Employer wanted not only an inventory of the equipment issued, but also an acknowledgement that the equipment was to remain the property of the Employer. The Union witness testified that the employees were not informed that IV (F) (8) of the Teleworking Policy, reimbursing them for internet use, was not to apply to them.

Even though Teleworking Agreements were signed in March 2020, broadband cost reimbursement, as set forth in the Teleworking Policy, was not included in any of the Grievants paychecks.

On September 1, 2020, the Employer issued a revised Teleworking Policy (HR - 4.30). Several changes appeared in the revised Teleworking Policy. First, the applicability of the Policy not only applied to BWC employees in classifications considered field work, but also to "any other employee who has been authorized to perform their assigned job responsibilities at an alternative work location or remote workplace." Secondly, the language reimbursing the teleworking employees for broadband costs was eliminated.

On September 11, 2022, Teresa Stephens, on behalf of the SEIU 1199 employees, sent an email to the Employer's Director of EE/Labor Relations inquiring as to "BWC's process for paying the costs associated with the mandatory telework since the week of 03-16-2020 through 08-31-2020 based upon the previous employee handbook policy that was in effect through 08-31-2020." On September 14, 2020, the Director responded that "Employees that are teleworking due to the pandemic will not receive reimbursement for their internet service."

On September 24, 2020, the Union filed a Grievance on behalf of the Bargaining Unit members seeking reimbursement for internet costs. The Employer filed its Response to the Grievance on December 18, 2020. It did not argue timeliness in its Response.

Unable to resolve the issue, the parties advanced the Grievance to arbitration on September 22, 2022.

Position of the Union

The Union argues that (1) it's Grievance is timely; (2) the Employer failed to reimburse its members for internet service costs for which it was entitled under the Employer's Teleworking Policy in effect at the time; and (3) the Employer violated the CBA and ORC 4117

when it unilaterally removed the benefit of internet reimbursement for teleworking employees without bargaining with the Union over the issue.

The Union argues that the Grievance was timely filed. It acknowledges that the CBA requires that the Grievance must be filed within twenty (20) days of the date on which the grievant knew or reasonably should have had knowledge of the event. The Grievants did not know that the Employer did not intend to reimburse them pursuant to policy until the Employer responded on September 14. The Grievance was filed on September 24, well before the twenty (20) day limitation. Since the Teleworking Policy does not provide for "when" the payments are to be made, the Grievants did not know when they would be processed. During the pandemic there was a tremendous amount of chaos in the workplace, particularly when all the Employees were ordered to work from home. More attention was paid to handling their work remotely and staying safe than when they would be reimbursed. It was not reasonable for them to know they would not be reimbursed until notified by the Employer.

Further, the Employer did not raise the issue of timeliness until the Arbitration hearing in September 2022, two years after the filing of the Grievance. It should have raised the issue of timeliness in its Response to the Grievance, which was its first opportunity to do so in December 2020 (even though that was eighty-five days later, rather than the required fifty (50) days under the provisions of the CBA). It therefore waived any procedural argument of timeliness. It now wants to hold the Grievants to procedural time limits when it clearly did not comply with procedural time requirements itself. Under no circumstances was the Employer surprised by the Grievance, nor did the timing of the filing of the Grievance prejudice the Employer in any way.

The Employer failed to reimburse its members for internet service costs for which it was entitled under the Employer's Teleworking Policy in effect at the time. The Employer required

all the bargaining-unit members to work remotely when the Governor's Emergency Stay-at-home Order was issued. The Employer also required all members to sign a Teleworking Agreement, which obligated them to comply with the provisions of its Teleworking Policy set forth in Policy HR-4.30. While that Policy applies to all BWC employees in classifications in which the majority of the work performed is considered field work (e.g., Industrial Safety Consultant Specialists, Ergonomists, Industrial Safety Hygienists, Fraud Investigators, etc.), it also defines an eligible employee as an employee in a job classification identified by the employee's manager/supervisor as being suitable for teleworking. Here the Employer obviously identified the bargaining-unit members as suitable for teleworking, for they ordered them to comply with a program that was created to be voluntary. In consideration for agreeing to the terms of the Teleworking Policy, if they had broadband internet access, they were entitled under section IV (F) (8) to be reimbursed for fifty percent (50%) of the monthly internet service charge, not to exceed $40.00, for any month in which they are in telework status. The Policy did not state that they had to provide any receipts to the Employer, and it did not state when the reimbursement would occur. Under the Teleworking Agreement, they are owed reimbursement.

The Employer violated the CBA and ORC 4117 when it unilaterally removed the benefit of internet reimbursement for teleworking employees without bargaining with the Union over the issue. This was done when it removed all internet cost reimbursement from its Teleworking Policy in its September 1, 2020, revision of HR – 4.30. Pay for internet usage at someone's home is arguably a mandatory bargaining subject. The parties did not waive their statutory obligation to negotiate over mandatory bargaining subjects. Neither the CBA nor the law contained in ORC 4117 allows the employer to unilaterally remove this benefit. This is a violation of both.

The Union requests that the Arbitrator sustain the Grievance in its entirety and that the Grievants be issued a "made whole" remedy and award. The Union also requests that the Arbitrator determine that the State of Ohio violated the CBA when it made the unilateral change to policy HR 4.30 absent the required negotiation process and award whatever remedy and award he deems appropriate for this violation. The Union further requests that the Arbitrator retain jurisdiction over his award to resolve all matters of back pay and benefits and any subsequent action awarded, which cannot be agreed upon between the parties.

Position of the Employer

The Employer argues that the Grievance was not filed timely, and the Grievance should be denied without any review of the merits of the case. It further argues that if the Arbitrator finds that the Grievance is timely filed, the Employer did not violate any provisions of the CBA in implementing its Teleworking Policy because (1) the Employer has the right under its management authority to implement reasonable policies, which is the case with the Teleworking Policy; (2) the Teleworking Policy only applied to "field workers," the Grievants were admittedly not classified as "field workers" as defined in the Policy and the CBA, and they were not entitled to any internet cost reimbursement; (3) the Teleworking Agreement forms signed by the Grievants were used to track the equipment and to inform the employees of their responsibility of taking care of the equipment provided to them, not to otherwise outline any responsibilities or confer benefits; and (4) the Employer had the right to unilaterally change the terms of a Policy;

The Grievance(s) is untimely. The CBA states that "[c]lass Grievances shall be filed by the Union within twenty (20) days of the date on which the grievant(s) knew or reasonably could have known of the event giving rise to the Class Grievances." Here, Management ordered its

employees to telework from their residences in March of 2020. The Union alleges that the State failed to provide a $40.00 monthly stipend to all the employees as directed by HR Policy 4.30. The State did not make such a payment in April, May, June, July, or August of 2020. A total of eleven (11) pay periods passed before the Union filed this Grievance. Each pay period alerted each member of the details of their paychecks. They were aware of what they were being paid and for what they were not being paid. Even if the Union claims that the first payment was due in April of 2020 the grievance time clock would have begun on the first day of May 2020. The Union would have until May 20, 2020, to file a grievance. From May 21 to September 24 is a total of 126 days. The Contract guidelines are clear that the Union is allowed twenty (20) days to file a grievance. This egregious amount of time is a violation of the language of the CBA. The CBA requires that a grievance be filed within twenty (20) days; it does not suggest it should be. The Union simply failed to meet the time limitations.

Regarding the merits of this case, the Union failed to meet its burden to prove that the Employer violated any of the provisions of the CBA. The Union alleged in its Grievance that the Employer violated Articles 1.03, 6.02, 33, and Appendix E.

Article 1.03 is the "Total Agreement" clause, and it permits the Employer to modify or discontinue rules in its sole discretion. Here, the action of the Employer does not operate to void any existing or future ORC statutes or rules of the OAC and applicable Federal Law. The Employer merely exercised the discretion the CBA gives it.

Article 6.02 is the Agreement Rights clause providing that no employee shall be discriminated against, intimidated, restrained, harassed, or coerced in the exercise of rights granted by this Agreement. Here the Telemarketing Policy was applied as intended to employees in the Field Worker Classification. There was no discrimination, and no employee was denied

rights set forth in the CBA. The Union failed to produce any testimony or evidence that demonstrated any of the restrictions detailed in all of Article 6. The actions taken were across the board. Each SEIU/1199 member was treated equally.

Article 33 addresses Service Delivery. While in this provision the Employer and the Union recognize the continuing joint responsibility of the parties to ensure that client, patient, and inmate services are fully and effectively delivered, that clients', patients,' and inmates' safety and health are protected, and the highest standards of professional care are maintained, the Union failed to present any evidence that the delivery of service was adversely impacted because of any action taken by the State.

The only arguments advanced by the Union involved an alleged violation of Appendix E, concerning a Field Worker Classification and the Employer's Teleworking Policy designated as HR-4.30. Under these provisions, the Union claims that it was entitled to reimbursement for the cost of internet access when the Grievants were ordered to work from home during the pandemic.

The Teleworking Policy only applied to "field workers," the Grievants were admittedly not classified as "field workers" as defined in the Policy and the CBA, and they were not entitled to any internet cost reimbursement under the Teleworking Policy.

A "field worker" under Appendix E of the CBA is an 1199 employee who on a regular, routine, and predictable basis works eighty percent (80%) or more hours on average in a travel status. The duties of these workers generally require them to meet and work on-site with clients or customers who dispersed throughout a district or geographical territory. The Grievants worked from home due to the pandemic, not because they needed to meet and work on-site with clients or customers who dispersed throughout a district or geographical territory. The Teleworking

Policy applied to them, not the Grievants. HR - 4.30, in the section titled Applicability reads as follows: “This policy applies to all BWC employees in which the majority of the work performed is considered field work (e.g., Industrial Safety Consultant Specialists, Ergonomists, Industrial Safety Hygienists, Fraud Investigators, etc.).” The Union presented testimony from Teresa Stephens. The witness testified that she held the classification of Industrial Rehab Case Manager, and that classification is not applicable for the benefits of Policy 4.30. Per her testimony, she testified that she spends no more than 1% of her time in a travel status, which is far less than the 80% required by the CBA in Appendix E, Section 2.

The Teleworking Agreement forms signed by the Grievants were used to track the equipment and to inform the Employees of their responsibility of taking care of the equipment provided to them, not to otherwise outline any responsibilities or confer benefits. As Employees were being directed to work from home, it was necessary that the Employer provided the Employees with State-owned equipment. To ensure that the Employees were aware of the expectation of care and use of State-owned equipment, all employees were required to fill out forms attached to Telework Policy 4.30. Chief Human Resources Officer Megan Kish testified that the forms were used to track the equipment and to inform the Employees of their responsibility of taking care of the equipment provided to them. Megan Kish maintained that the policy was adhered to and that none of the Union members involved in the present Grievance were field workers. Only field workers were due any payment of the forty (40) dollar monthly stipend.

Finally, as stated above regarding Article 1.03, the Employer had the right to eliminate the cost reimbursement for Field Workers in its 2020 revision of Teleworking Policy 4.30. This was not a bargained-for benefit, but a change in Policy that was no longer needed. Most

individuals have internet access, and that part of the Policy was outdated. None of the Grievants' rights were abridged by this Policy change.

III. DISCUSSION AND OPINION

The issues before the Arbitrator are (1) whether the Grievance was timely filed and therefore arbitrable; (2) if the Grievance is arbitrable, did the Employer violate the parties' collective bargaining agreement when it failed to pay SEIU Bargaining-unit members in accordance with the BWC Teleworking Policy HR 4.30; and (3) whether the Employer violated the CBA on any laws when it made changes to the Teleworking Policy without bargaining with the Union? If there were violations of the CBA, what is the appropriate remedy?

Before any examination of the merits of the Grievance, it is incumbent upon the Arbitrator to address the Employer's motion to deny the Grievance based upon the issue of timeliness. For the reasons and conclusions below, I find that the Grievance was timely filed under the CBA.

Article 7 is clear that a Class Grievance shall be filed by the Union within twenty (20) days of the date on which the grievant(s) knew or reasonably could have known of the event giving rise to the Class Grievances. The issue here is when the Grievants knew or reasonably could have known that the Employer was not going to reimburse them for internet costs as set forth in the Teleworking Policy. I recognize the Employer's argument that the Grievants, or any one of them, should have noticed there was no additional stipend in their paycheck after the first month of teleworking, but since the Policy did not state when the payment would be made, and taking into consideration the upheaval in the work environment due to the pandemic, the benefit of the doubt needs to be given to the Employee. Additionally, the Arbitrator considered the fact that the Employer did not raise the issue of timeliness at the first instance, but waited until the

date of the arbitration hearing, almost two years later. Here the Union made a good faith attempt to file a formal grievance in a timely fashion, the Employer had notice of the grievance, and the Employer did not appear to be prejudiced by delay. Where the date of the discovery of the event giving rise to the grievance is debatable, arbitrators generally favor upholding arbitrability. Secondly, the purpose of labor arbitration is to hear disputes and not dismiss them unless the facts clearly indicate the parties knowingly and for no good reason failed to follow the agreed upon time limits in the CBA.

Having determined that under the circumstances of this case that the Grievance was timely filed, an examination of the issue(s) must be made.

A resolution of the dispute between the parties over the internet cost reimbursement provision in the Teleworking Policy rests primarily upon two factors: the specific language contained in Policy and the subsequent Employee Agreement signed by each Grievant.

I would agree with the Employer that perhaps the intent of the Teleworking Policy was to address only employees classified as Field Workers, but the specific language contained in the Policy regarding eligible employees, and the application of the Policy during the pandemic, must be weighed in favor of the Grievants. While Section II of the Policy indicates that the applicability of the Policy applies to all BWC employees in which the majority of their work performed is considered field work, an eligible employee is defined in Section III as an employee in a job classification identified by the employee's manager/supervisor as being suitable for teleworking. Here the Grievants' supervisor ordered them to telework, and it can be concluded that they were deemed suitable for teleworking under the specific language of the Teleworking Policy.

Once considered an eligible employee under the Policy and accepted as a teleworker for a specified period of time, the terms and conditions set forth in HR – 4.30 applied, particularly after a Teleworking Agreement was signed by both the Employee and the Employer.

While the Employer indicated that the requirement to sign an Employee Agreement was only to track the equipment provided them and to inform the employees of their responsibility of taking care of the equipment, the Agreement required the Grievants to acknowledge all the terms of the Agreement and to agree to comply with all the provisions outlined in the Teleworking Policy. Since the Grievants were required to comply with the Agreement, the Employer was required to fulfill its obligations under the Agreement. As such, under the Telemarketing Policy existing at the time, the Grievants were entitled to reimbursement for fifty percent (50%) of the monthly internet service charge, not to exceed $40 for any month in which they are in the telework status.

If the Employer intended only to account for and track equipment, a simple agreement accomplishing that goal should have been executed. It should not have used an existing agreement that provided obligations and benefits for teleworking, if it did not intend to abide by all the provisions of the agreement.

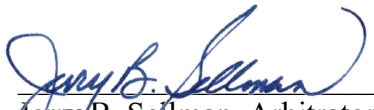
The Union's argument that the Employer cannot change its Teleworking Policy without negotiating those changes with it is not persuasive. First, the CBA gives the Employer the right to modify rules at its sole discretion under Article 1. Adding reimbursement of costs for internet access, or eliminating them, under a Teleworking Policy are not subjects of mandatory bargaining under the CBA or the ORC. Providing reimbursement of costs for internet access could be considered a benefit conferred under a past practice and custom if it existed over a long period of time and was relied upon as a benefit by the employees. In regard to the bargaining-

unit members of SEIU, the cost reimbursement was neither long term nor relied upon as a benefit.

In conclusion, the Grievants are entitled to reimbursement for fifty percent (50%) of the monthly internet service charge, not to exceed $40 for any month while teleworking between March and the end of August 2020. With the permissible change in the Teleworking Policy after September 1, 2020, they are not entitled to reimbursement.

V. AWARD

For all the foregoing reasons and conclusions, the Grievance is granted in part and denied in part. It is granted to the extent that the Grievants are entitled to reimbursement for fifty percent (50%) of the monthly internet service charge, not to exceed $40 for any month while teleworking between March and the end of August 2020. It is denied to the extent that the Union seeks to have Employer's unilateral changes to the Teleworking Policy considered a subject of mandatory bargaining and void unless bargained with the Union. As requested by the Union, the Arbitrator will retain jurisdiction for sixty (60) days to resolve any matters regarding reimbursement consistent with this Award which cannot be agreed upon between the parties.



Jerry B. Sellman, Arbitrator