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In the Matter of Arbitration *
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Between * Before: Harry Graham
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OCSEA/AFSCME Local 11 * Case No. 02-04-950215
* 0460-01-09
*
and *
*
The State of Ohio, Department *
of Administrative Services *
*

Appearances: For OCSEA/AFSCME Local 11:

Jenny Worden
Staff Representative
OCSEA/AFSCME Local 11
1680 Watermark Dr.
Columbus, OH. 43215

For Department of Administrative Services:

Angela Plummer
Department of Administrative Services
30 East Broad St.
Columbus, OH. 43215

Introduction: Pursuant to the procedures of the parties a hearing was held in this matter before Harry Graham. At that hearing the parties were provided complete opportunity to present testimony and evidence. The record in this case was closed at the conclusion of oral argument.

Issue: At the hearing the parties agreed upon the issue in dispute between them. That issue is:

Did the Employer violate Article 17 of the Collective Bargaining Agreement in this situation? If so, what shall the remedy be?

Background: There is no dispute over the events prompting this proceeding. The Grievant, James Fitch, was hired as a delivery worker in October, 1992. He was assigned to report at the State of Ohio Computer Center (SOCC). From there he transported computer tapes to the State Office Tower (SOT). Mr. Fitch worked with a colleague, Ron Vance. Vance also began his day at the SOCC. In the normal course of events Fitch reported to work before Vance and made the initial delivery of tapes from the SOCC to the SOT. He would then return to the SOCC and assist Vance. They would load the truck and make another delivery to the SOT. Then Fitch would perform various other tasks prior to going to a storage facility on Chestnut St. in Columbus. At that site both delivered and picked-up computer tapes.

In the Fall of 1993 the State created the Ohio Data Network within the Media Administration Section. Associated with that development the report-in location for Mr. Fitch was changed. He began his day at the State Office Tower, rather than the State of Ohio Computer Center. That report-in site was made permanent in March, 1995. A grievance protesting the change was promptly filed by Mr. Fitch. It was processed through the grievance procedure of the parties without resolution and they agree it is properly before the Arbitrator for determination on its merits.

Position of the Union: In the opinion of the Union Article 17 of the Agreement has been violated in this situation. Section 17.02C defines a "Permanent relocation" as the "movement of an employee and his/her position to another location within the same headquarters county." The facts of this situation show that to have occurred. When an employee is permanently relocated, the provisions of Section 17.09 are triggered. Section 17.09A provides that a "canvass" shall be undertaken to determine if volunteers are available. That was not done in this instance. This, despite the contractual provision mandating a canvass occur and the practice of doing so at the SOCC. If there are no volunteers, the least senior employee must be moved. In this instance, the Grievant has more seniority than his colleague, Mr. Vance. In the Union's view the movement of Mr. Fitch to the SOT constituted a "permanent relocation" within the meaning of the Agreement. Additional support for this view is shown by the fact that at the SOT Mr. Fitch faces expense for parking that he did not incur when his day began at the SOCC. As that is the case, the Union seeks a finding in its favor and an award of parking expenses improperly incurred by the Grievant.

Position of the Employer: The State asserts there is no violation of the Agreement in this case. The Grievant was initially assigned to report-in at the SOT more than a year

prior to filing of this grievance. He did not grieve. In essence, he slept on his rights, if indeed he had any rights. The Employer claims Mr. Fitch had no rights in this instance. The posting for the vacancy that came to be filled by the Grievant shows the "job location" to be both 30 East Broad St. (the SOT) and the SOCC. That Mr. Fitch's report-in location came to change from the SOCC to the SOC is immaterial given the location indicated on the vacancy notice.

The change in report-in location for the Grievant was not done arbitrarily. Mr. Fitch's colleague, Ron Vance, has a somewhat different position description than does the Grievant. Seventy percent (70%) of Vance's duties are delivery. Fifty-five percent (55%) of Fitch's duties are as a backup delivery worker. He is Vance's backup. When he was permanently assigned to report-in at the SOT it was due to a change in the manner in which deliveries were to be done in Columbus. Vance was the primary delivery worker based on his position description. Fitch was the back-up. Deliveries commenced at the SOCC, hence the retention of Vance at that site. As the assignment of the Grievant to the SOT at the start of the work day is in accord with the position for which he was hired, no violation of the Agreement occurred in this instance in the opinion of the Employer. It urges the

grievance be denied.


Discussion: The original vacancy notice soliciting applicants for the Delivery Worker position shows the "Job Location" to be "30 E. Broad, 7th Fl. & SOCC." There can be no doubt that the State at all times has contemplated the Delivery Worker be located at two places, the SOT and the SOCC. That the Grievant at one time regularly commenced his work day at the SOCC does not guarantee that to him in perpetuity in the face of the posting. In fact, the Grievant started his work day at the SOT for many months prior to filing his grievance.

At Section 17.02 C a "Permanent relocation" is defined as "the movement of an employee and his/her position to another location within the same headquarters county." That did not occur in this situation. The report-in location of the Grievant changed. His work location did not. The Grievant is a delivery driver. During the day he moves throughout the Columbus metropolitan area. He is not fixed in place. His tasks have not changed. He has not moved to "another location" within the County as where he starts his day is a miniscule part of his duties. Further, his "position" has not "moved to another location within the same headquarters county." Reference is again had to the original posting. From its inception Mr. Fitch's position has had two report-in locations. For some time he was assigned to one of the two

specified report-in locations, the SOCC. Then he was assigned to the other report-in location, the SOT. There was no permanent relocation. Hence, there was no violation of the Agreement in this situation.

Award: The grievance is denied.

Signed and dated this 9th day of April, 1996 at Solon, OH.



Harry Graham
Arbitrator