

COMMONWEALTH OF MASSACHUSETTS  
AMERICAN ARBITRATION ASSOCIATION  
BEFORE  
THEODORE H. O'BRIEN, ARBITRATOR

TEAMSTERS, LOCAL 25  
UMASS BOSTON PATROL/DISPATCH  
(GRIEVANT ALYXANDRIA STRONG)

and

UNIVERSITY OF MASSACHUSETTS  
BOSTON

DOCKET NO. AAA#01-17-0006-4251

Arbitrator:

Theodore H. O'Brien

Appearances:

Ethan Mutschler, Esq.

Representing the University of Massachusetts

Thomas E. Horgan, Esq.

Representing UMass Boston Patrol/Dispatchers and  
Grievant Alyxandria Strong

The above matter was submitted to an arbitral determination on October 20, 2017,  
pursuant to the parties' agreement between the then predecessor collective bargaining unit and  
the University. An appointment was made on November 7, 2017 and the parties have agreed to  
submit a joint issue to the Arbitrator for determination of the issue.

### STIPULATED FACTS:

1. The University of Massachusetts Boston (University or Employer) is a public employer within the meaning of Section 1 of MGL c. 150E.
2. In November of 2017 the New England Police Benevolent Association (NEPBA or Union) replaced the Teamsters as the exclusive bargaining representative of all full-time and regular part time police patrol officers and communications dispatchers, including communications dispatchers I, II and III, employed by the Board of Trustees of the University of Massachusetts at the Boston campus, excluding Sergeants, Lieutenants, the Associate Director of Public Safety/Deputy Chief of Police and Director of Public Safety/Police Chief, all managerial and confidential and causal employees and all other employees.
3. The Union is an employee organization within the meaning of Section 1 of MGL c. 150E.
4. The University and the Union have agreed to follow the grievance and arbitration procedure outlined in the Collective Bargaining Agreement (“CBA”) dated July 1, 2014 through June 30, 2017. The current practices outlined by that Agreement remain in full force and effect, including but not limited to the disciplinary provisions agreed to by the parties.
5. The Grievant, Alyxandria Strong (“Grievant” or “Strong”), was hired by the University on September 16, 2012 as a Full-time public safety Tele-Communicator.
6. The Grievant was terminated by the University from her position of Dispatch Supervisor on October 12, 2017.

7. It is undisputed between the Parties that at the time of her termination Ms. Strong had successfully completed her probationary period in accordance with Article 27 of the Parties' CBA.
8. Article 27 of the Parties CBA specifically states, "No employee who has successfully completed their probationary period shall be discharged, removed, dismissed, suspended or demoted without just cause."
9. Following the Grievant's termination on October 12, 2017 the Union filed a grievance under the Parties' CBA challenging whether or not the University had just cause to terminate the Grievant's employment.
10. Prior to rendering a Step #1 grievance decision the Union and the University mutually agreed to waive Steps #1=#4 of the Grievance and Arbitration provision in Article 28 and proceed immediately to arbitration concerning whether the University has just cause to terminate the employment of the Grievant on October 12, 2017
11. The Union filed a demand for Arbitration with the American Arbitration Association in accordance with Article 28 of the Parties' CBA on October 12, 2017.

**JOINT PROPOSED ISSUE:**

1. Whether the University had just cause to terminate the employment of the Grievant?
2. If not, what shall be the remedy?

**JOINT EXHIBITS:**

1. Collective Bargaining Agreement Between the Board of Trustees of the University of Massachusetts Boston and Teamsters Local Union No. 25 dated July 1, 2014 through June 30, 2017.

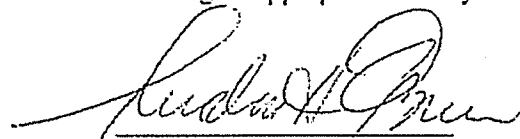
2. Termination letter .
3. Demand for Arbitration.

I have considered the issue presented and am prepared to make the following award:

**AWARD:**

The University violated Article 27 of the Collective Bargaining Agreement when they terminated the employment of the Grievant on October 12, 2017 without just cause. The University shall immediately reinstate the Grievant to her former position as Dispatch Supervisor with the University with full back pay and lost benefits from October 12, 2017 up through the date of this Award. The University is further ordered to immediately rescind the termination notice as well as immediately remove any and all written documentation pertaining and/or related to IA-16-08 and IA-16-06 from the Grievant's personnel file maintained by the University's Department of Human Resources.

The Parties are to mutually agree on an appropriate remedy concerning the lost wages and benefits to be paid to the Grievant. To the extent the Parties are unable to mutually agree on an appropriate remedy this Arbitrator agrees to retain jurisdiction in this matter for a period of 90 days from the date of this Award for the sole purpose of determining an appropriate remedy.



Theodore H. O'Brien  
Arbitrator  
September 26, 2018