

**Disclaimer: Please note that this “arbitration decision” was a settlement. As a settlement, it does not have value as precedent. This decision was inadvertently given a number, and is included for the sake of continuity, and for informational purposes only.**

**ARBITRATION DECISION NO.:**

5

**UNION:**

OCSEA, Local 11, AFSCME, AFL-CIO

**EMPLOYER:**

Department of Rehabilitation  
and Correction, Ohio State  
Reformatory

**DATE OF ARBITRATION:**

N/A

**DATE OF SETTLEMENT:**

February 11, 1987

**GRIEVANT:**

Richard Kline

**OCB GRIEVANCE NO.:**

G-86-0579

**ARBITRATOR:**

N/A

**FOR THE UNION:**

Daniel Scott Smith

**FOR THE EMPLOYER:**

D. E. Elder

**KEY WORDS:**

Progressive Discipline  
Removal

**ARTICLES:**

Article 24 - Discipline

**FACTS:**

Grievant was employed at the Ohio State Reformatory as a Correction Officer 2. The Grievant was removed from employment on October 9, 1986, for taking vacation leave without having adequate time to cover it. Grievant has received three (3) written reprimands, one three (3) day suspension and one five (5) day suspension for unauthorized absences between October of 1984 and January 1986.

Grievant requested a three week vacation seven months in advance, which was approved. When Grievant took vacation he did not have sufficient time on the books to cover his days off (he was short one and one half days.) The Union position was that there was no just cause because Grievant did not have knowledge that he was short of the needed time. Also, Management approved vacation in total. There was no written work rule that vacation was automatically canceled if no time was on the books. Grievant settled for 5 days suspension so that he could return to work immediately, rather than wait for the Arbitrator's decision. Grievant was given back pay for remainder of time off.

**TEXT OF THE SETTLEMENT:**

IN THE MATTER OF ARBITRATION

Between

**State of Ohio,**  
The State,

and

**OCSEA, Local 11,**  
**AFSCME, AFL-CIO,**  
The Union

**G86-0579**

**Grievant:**  
Richard Kline

**SETTLEMENT AGREEMENT**

The Parties and Grievant agree to settle the subject grievance without precedent or prejudice to any situation involving other employees, solely on the following basis:

1. Grievant's removal is converted to a five (5) day suspension.
2. Grievant will be returned to the same shift and position held prior to October 9, 1986.
- 3- Grievant shall be paid all pay and benefits he would have earned less the five (5) day suspension.
4. Grievant shall return to work at the Ohio State Reformatory on February 12, 1987.

Agreed:

Daniel Scott Smith 2/11/87

For the Union

D. E. Elder 2/11/87

For the State

Richard Kline 2/10/87

For the Grievant