

August 3, 2018

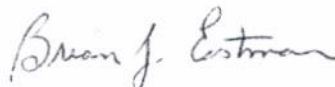
Judy R. Cooper  
1634 Beverly Hills Dr.  
Euclid, Ohio 44117-1950

RE: Grievance DYS-2017-03856-03  
Arbitration Decision #1169

Dear Ms. Cooper:

Enclosed please find a copy of your arbitration award regarding the above referenced matter. Please read the award immediately and if you have any questions, please contact Rusty Burkepile at 1-800-969-4702 ext. 2636.

Sincerely,



Brian J. Eastman  
General Counsel

BJE:mg

Enclosure

Cc: Rusty Burkepile, Staff Representative

Thomas J. Nowel  
Arbitrator and Mediator  
Lakewood, Ohio

IN ARBITRATION PROCEEDINGS PURSUANT TO  
AGREEMENT OF THE PARTIES

# 1169

In Arbitration Proceedings Between:	)	Case No.
	)	DYS-2017-03856-
Ohio Department of Youth Services	)	03
Cuyahoga Hills Juvenile Correctional Facility	)	
	)	ARBITRATION
and	)	OPINION AND
	)	AWARD
Ohio Civil Service Employees Association,	)	
AFSCME Local 11	)	DATE:
	)	August 2, 2018
Re: Judy Cooper Discharge	)	

RECEIVED / REVIEWED  
AUG 02 2018  
OCSEA - OFFICE OF  
GENERAL COUNSEL

APPEARANCES:

Larry L. Blake, Ohio Department of Youth Services, and Victor Dandridge, Ohio Office of Collective Bargaining, for the Employer; and Russell Burkepile, OCSEA Staff Representative, for the Union.

## INTRODUCTION

This arbitration arises pursuant to a collective bargaining agreement between the State of Ohio and the Ohio Civil Service Employees Association, AFSCME Local 11. The Union grieved the termination of employment of the Grievant, Judy Cooper, who had been a Juvenile Correction Officer at the Cuyahoga Hills Juvenile Correctional Facility. The arbitrator was appointed to hear this matter pursuant to the collective bargaining agreement. A pre-disciplinary hearing was conducted on October 2, 2017, and the Grievant's employment was terminated on October 5, 2017. The Union appealed the termination to the Grievance Procedure on October 13, 2017. A Step 2 meeting was conducted on December 7, 2017, and the grievance was denied by the Employer. The grievance was appealed to arbitration. Hearing at arbitration was conducted on June 21, 2018 at the Cuyahoga Hills Juvenile Correctional Facility. The parties agreed to submit post hearing briefs no later than July 20, 2018

The parties entered into the following stipulations:

1. The Grievant was hired 06/24/1996.
2. The Grievant was removed from her position as a Youth Specialist on 10/05/2017.
3. The Grievant had no active discipline at the time of her removal.
4. The grievance is properly before the Arbitrator.

## ISSUE

The parties stipulated that the issue before the arbitrator is as follows. "Was the Grievant, Judy Cooper, removed for Just Cause? If not, what shall the remedy be?"

## WITNESSES

### TESTIFYING FOR THE EMPLOYER

Donald Redwood, Superintendent  
Andrew Blank, Administrative Investigator

### TESTIFYING FOR THE UNION.

Richard H. Johnson, Training Officer and Chapter President  
Judy Cooper, Grievant

## RELEVANT PROVISIONS OF THE AGREEMENT

### Article 24, Discipline

#### 24.01 – Standard

Disciplinary action shall not be imposed upon an employee except for just cause. The Employer has the burden of proof to establish just cause for any disciplinary action. In cases involving termination, if the arbitrator finds that there has been an abuse of a patient or another in the care or custody of the State of Ohio, the arbitrator does not have authority to modify the termination of an employee committing such abuse. Abuse cases which are processed through the Arbitration step of Article 25 shall be heard by an arbitrator selected from the separate panel of abuse case arbitrators established pursuant to Section 25.04. Employees of the Lottery Commission shall be governed by ORC Section 3770.021.

#### 24.02 – Progressive Discipline

The Employer will follow the principles of progressive discipline. Disciplinary action shall be commensurate with the offense. Disciplinary action shall include.

- a. One (1) or more written reprimand(s),
- b. One (1) or more working suspension(s). A minor working suspension is a one (1) day suspension, a medium working suspension is a two (2) to four (4) day suspension, and a major working suspension is a five (5) day suspension. No working suspension greater than five (5) days shall be issued by the Employer.

If a working suspension is grieved, and the grievance is denied or partially granted and all appeals are exhausted, whatever portion of the working suspension is upheld will be converted to a fine. The employee may choose a reduction in leave balances in lieu of a fine levied against him/her;

- c. One (1) or more day(s) suspension(s). A minor suspension is a one (1) day suspension, a medium suspension is a two (2) to four (4) day suspension, and a major suspension is a five (5) day suspension. No suspension greater than five (5) days shall be issued by the Employer,
- d. Termination

Disciplinary action shall be initiated as soon as reasonably possible, recognizing that time is of the essence, consistent with the requirements of the other provisions of this Article. An arbitrator deciding a discipline grievance must consider the timeliness of the Employer's decision to begin the disciplinary process.

The deduction of fines from an employee's wages shall not require the employee's authorization for withholding of fines

If a bargaining unit employee receives discipline which includes lost wages, the Employer may offer the following forms of corrective action.

1. Actually having the employee serve the designated number of days suspended without pay;
2. Having the employee deplete his/her accrued personal leave, vacation, or compensatory leave bank of hours, or a combination of any of these banks under such terms as may be mutually agreed to between the Employer, employee, and the Union.

#### 24.06 – Imposition of Discipline

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Disciplinary measures imposed shall be reasonable and commensurate with the offense and shall not be used solely for punishment.

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### GRIEVANCE

Contract Articles: 24, 24.01, 24.06

Statement of Grievance July Cooper was removed from her job as a Youth Specialist without just cause.

Resolution Requested: To be reinstated as a Youth Specialist with all money, good day and seniority and made whole

### NOTICE OF REMOVAL

Per the findings of administrative investigation #10011700198, it was determined that your actions are a violation of the following Policy 103.17 Rule(s), specifically.

Rule 5.01P Failure to follow policies and procedures  
(Specifically: ODYS Policy 103.51 – Unauthorized Relationship)

Rule 5.23P Dishonesty

Being dishonest while on duty or engaged in state business, including but not limited to, deliberately withholding information, giving false or inaccurate information verbally or in writing, to a supervisor or appropriate authority (i.e., State Highway Patrol, State Auditor, etc.)

Rule 5.27P Unauthorized or inappropriate contact or correspondence with youth/family  
Corresponding with, accepting correspondence from or visiting a youth under ODYS supervision or a youth's family, except as part of the employee's job responsibility for official work purposes, unless authorized to do so by the appropriate managing officer.

Engaging in any unauthorized personal or business relationship(s) with any individual currently or formerly under the supervision of the ODYS, or friends or family of same.

Residing with any individual currently or previously under the supervision of the ODYS without express authorization of the Director.

Aiding and abetting any unauthorized relationships.

Due to the seriousness of the infraction, you are hereby removed from your position as a Youth Specialist effective 10-5-17.

#### BACKGROUND

Judy Cooper, the Grievant, had served as a Juvenile Correction Officer since June 24, 1996 at the Cuyahoga Hills Juvenile Correctional Facility. The Facility is located in Highland Hills, Ohio south of Cleveland. The Department (DYS) incarcerates adjudicated youth between the ages of 12 and 20 and releases them prior to their 21<sup>st</sup> birthday. The Grievant had served in the JCO position since 1996, and she was assigned to numerous posts including Front Entry, Visitation and various housing units. The Grievant was responsible for the supervision of

youths who were incarcerated at the facility. At the time of her termination of employment, there was no active discipline in the Grievant's work record. The Grievant had received satisfactory to excellent performance evaluations during her employment.

Aevonte Gaddis was a youth who had been incarcerated at Cuyahoga Hills for a number of years. During that time, the Grievant came into contact with Youth Gaddis and supervised him when assigned to his housing unit. Youth Gaddis was admitted to the facility on January 22, 2014. He was 17 years old at the time. He was released from the facility on May 27, 2016. He was 19 years old when released. He was on parole until August 25, 2016.

In July 2017, administrative staff of the facility received information from an incarcerated individual, Youth Simmons, who stated that the Grievant had engaged in an unauthorized relationship with Youth Gaddis. Further attempts to question Simmons proved futile. Administration met with Youth Gaddis on July 14, 2017. He stated that the Grievant and he had engaged in a sexual relationship both when he was incarcerated and following his release. He indicated that the Grievant had driven his automobile to the facility on three occasions, and he stated that the Grievant had brought marijuana and cellphones into the facility. The Department initiated an investigation and attempted to meet again with Youth Gaddis. He failed to attend two arranged meetings and had no further contact with facility administration.

Following his release, Youth Gaddis drove to the facility and was in the parking lot when the Grievant was leaving her post. Youth Gaddis knew the Grievant from his time of incarceration, and they exchanged pleasantries for a few minutes. Then in early June 2017, the Grievant was re-fueling at a gas station. Youth Gaddis arrived at the gas station and

approached the Grievant asking if he could assist her. Gaddis pumped her gas, and they spoke to each other for approximately ten minutes. At some point following the encounter at the gas station, Youth Gaddis called the Grievant on her telephone. The Grievant has claimed that she did not realize, at first, that it was Gaddis, believing it was a different individual who she knew. Gaddis asked the Grievant where she resided. Still believing that it was another individual, she told the caller the name of the street where she resided but not the street address. The Grievant contends that at some point she became aware that the caller was Youth Gaddis. The Grievant maintains that she does not know how Gaddis obtained her telephone number. During this time, Youth Gaddis and the Grievant may have exchanged text messages. On approximately July 25, 2017, the Grievant was in her front yard. Youth Gaddis drove by and stopped when he observed her. The two engaged in conversation for approximately fifteen minutes. Gaddis asked to use the Grievant's bathroom, and she allowed him to enter her home. Based on contradictory statements, it is unclear how long Gaddis remained in her home. The Grievant contends that he used the bathroom and left after she stated that she was preparing to leave to visit an individual in the hospital. The Grievant states that this was an excuse used to persuade Gaddis to leave. At some point, Gaddis stole the Grievant's car keys from her home. The Grievant realized that he had taken her car. The Grievant did not notify law enforcement but instead attempted to persuade Gaddis to return the automobile. After a number of telephone conversations with Gaddis, the car was returned after a period of time.

Following the incident with the Grievant's automobile, Gaddis made contact with her over the phone and by way of text message. He expressed his love for her at first but then demanded that the Grievant pay him \$3000.00. He may have threatened to report a



relationship between the two of them if she did not pay. The Grievant refused to comply and felt threatened by his contact and statements. On June 30, 2017, the Grievant contacted the Euclid Police Department out of concern for her safety. She stated to law enforcement that Gaddis had stolen her car and that he was demanding money from her. The Grievant expressed concern for her safety. Euclid police contacted Gaddis, and he responded with profane language referring to the Grievant and agreed that no further contact would be made. There was no further contact. The Grievant never reported contact with Gaddis or any of the occurrences to ODYS administration.

Following the initial statement of Youth Simmons, that the Grievant was engaged in an unauthorized relationship with Youth Gaddis, management initiated a comprehensive investigation. After his initial statement to facility management, Youth Simmons refused to respond to further questioning. There were allegations of a cell phone containing photos or information regarding a relationship between Gaddis and the Grievant. The cell phone was analyzed but contained no usable information. The investigation considered allegations that the Grievant brought illegal drugs and cell phones into the facility. Investigators also considered the allegation that the Grievant had driven Mr. Gaddis' vehicle to work on a number of occasions. The allegation was dismissed when video showed the Grievant driving her own vehicle to work on dates it was suggested she had driven Gaddis' vehicle. Following the initial conversation with Gaddis, he failed to appear at two meetings arranged by facility investigators hoping to gain further details of the alleged relationship. During the investigation, the Grievant was interviewed by Investigator Andrew Blank. He questioned the Grievant extensively. Over the course of the interview, the Grievant contradicted herself on a number of occasions and

indicated that she was unable to remember a number of the details of her encounters with Gaddis. She denied an inappropriate or unauthorized relationship with Gaddis and denied any sort of sexual or romantic activity with the youth. At the end of the interview, the Grievant reviewed her responses to the series of questions posed by Investigator Blank and asked to change a response to a critical question posed during the interview. She initially stated that Gaddis had never been permitted to enter her home. She changed the response indicating that she had allowed Gaddis to use the restroom in her home. She then signed her lengthy response to the investigative interview on September 9, 2017.

Pre-disciplinary hearing was scheduled on October 2, 2017. Charges regarding the transporting of illegal drugs and cell phones into the facility had been dismissed following the investigation, and the focus of the pre-disciplinary hearing was the relationship with Youth Gaddis and alleged dishonesty during the investigative process. Following the pre-disciplinary hearing, the employment of the Grievant was terminated on October 5, 2017. The Union appealed the discharge to the Grievance Procedure and, following the denial of the grievance by the Employer, appealed the matter to arbitration.

#### POSITION OF THE EMPLOYER

The Employer states that its investigation proved the Grievant had engaged in a personal relationship with a youth who had been on parole and who had not reached the age of 21. The Employer states further that the Grievant violated Department policy and had not immediately reported the relationship to the superintendent or other administrative authority. The Employer states that the Grievant was dishonest during the investigation. She provided

contradictory statements during the investigation. She initially stated that there were only two contacts with Youth Gaddis when, in fact, there were at least three. The Employer states that the Grievant initially stated that the youth was never in her house but, at the end of the investigative interview, she changed her response indicating that she allowed him to use her bathroom. Even this response was suspect as Gaddis may have spent significant time in conversation with the Grievant in the home. The Grievant admitted that she did not report the personal relationship with Gaddis which is a serious violation of Department policy. The Employer emphasizes, in its post hearing brief, the seriousness of the Grievant's dishonesty. The Employer states that the Grievant knew that both youths, Gaddis and Simmons, were in the same gang. The Employer argues that this fact is further proof of the Grievant's personal relationship with Gaddis. The Employer points out the telephone calls and text messages between Gaddis and the Grievant. The Employer suggests that the Grievant provided her phone number to Gaddis during their encounter in the parking lot and that she continued to engage in telephone conversations with him. The Employer states that responses by the Grievant during the investigation contradicted information that was contained in the Euclid Police Department report. At the arbitration hearing, the Grievant stated that the date of occurrence was wrong and that other information, as written by law enforcement, was not accurate. The Employer states that the appropriate level of discipline for violating work rules regarding unauthorized relationships is termination of employment. The Grievant failed to report the relationship and was dishonest throughout the investigation. The Employer, therefore, argues that the Grievant was removed from her position for just cause pursuant to

Article 24 of the collective bargaining agreement. The Employer argues that the grievance should be denied in its entirety.

#### POSITION OF THE UNION

The Union states that the Employer did not have just cause to terminate the employment of Judy Cooper. The Union states that there is no evidence that the Grievant had contact with Youth Gaddis within six months following his release from the facility. Youth Gaddis was released on May 27, 2016, and the incidents involved in this matter occurred more than a year later. But, the Union states, there is no proof that the Grievant had an unauthorized relationship with Gaddis, and the Employer has no proof of policy violation. The Union affirms that the Grievant used poor judgement when she allowed Gaddis to enter her residence to use the restroom, but this was not a violation of Department policy. The Union states that the Grievant filed a police report after fearing for her safety, but she had not seen the report at the time of the investigatory interview and not until the pre-disciplinary hearing. The Union states its concern that the police report was withheld by the Employer until the pre-disciplinary hearing.

The Union states that the Grievant was not dishonest during the investigation. She was questioned about incidents which had occurred three months earlier. The Union argues that the charge of dishonesty was added to enhance an otherwise weak case regarding unauthorized relationship. The Union argues that statements made by Youth Gaddis may not be used against the Grievant as he had been released from DYS custody more than six months prior to any of the incidents which are the subject of the disciplinary action. The Union argues

that the Employer violated Section 24.02 of the collective bargaining agreement in that it ignored the principle of progressive discipline, and, the Union states, the discipline of the Grievant was used solely for punishment which is in violation of Section 24.06. The Union states that the Employer ignored the fact that the Grievant had been a 22 year employee with no active discipline. The Union states that Youth Gaddis was completely dishonest. His allegation, that the Grievant brought contraband into the facility, was unfounded. The Union states that the facility Training Officer, Richard Johnson, testified during the arbitration hearing that the Grievant was a trusted employee who had never engaged in inappropriate behavior.

The Union argues that there is a lack of evidence to substantiate the Employer's contention that the Grievant violated Department work rules. The Union argues that the arbitrator must sustain the grievance and order the reinstatement of the Grievant to her position of Juvenile Correction Officer; that the discipline be removed from personnel records; that the Grievant receive reimbursement for all lost wages including lost holiday pay, other premium pay and lost overtime opportunities, that she receive payment for her cost of medical expenses which otherwise would have been covered pursuant to the health care plan, and that the Grievant be made whole.

#### ANALYSIS AND OPINION

The investigation of the Grievant was initiated following information provided to former Superintendent Kelly. Jessie Augenstein, a facility administrator, was provided with information from Youth Simmons and Youth Gaddis implicating the Grievant with a number of Department rule violations. Youth Simmons had stated that the Grievant had engaged in an unauthorized

relationship with Gaddis. He stated that there were photographs of Gaddis and the Grievant together. Except for a photograph of Gaddis pumping gas into the Grievant's automobile, there were no photographs as described by Simmons. And there was no evidence at hearing of any photographs depicting the Grievant in the company of Gaddis. Statements regarding photographs were fictitious. Youth Simmons refused to answer questions posed by the Employer during the investigation of the Grievant.

Although evidence indicates that Gaddis met with management at a Wendy's restaurant on one occasion, he failed to attend two follow-up meetings which were scheduled as part of the investigation. During the initial meeting, he stated that the Grievant was riding in his automobile. He went on to say that the Grievant attempted to take his cell phone while he was driving causing him to "crash his vehicle." He stated that the two argued as to who would pay for the repairs. There is no evidence that the Grievant ever rode in Gaddis' automobile. This statement on the part of Gaddis was completely dishonest.

Mr. Gaddis stated that he and the Grievant had engaged in a sexual relationship while he was incarcerated at the facility. He went on to state that the Grievant performed oral sex on him in a closet of the housing unit during night shift. There is no evidence that the Grievant had engaged in a sexual relationship with Gaddis. Under oath, she denied the allegation at the arbitration hearing. This was another dishonest allegation.

Mr. Gaddis stated that, following his release from the facility, the Grievant contacted him by utilizing Face Book. This was an untruthful statement. During the investigation of the Grievant, it was determined that she did not engage in Face Book postings.

Mr. Gaddis stated that the Grievant had driven his vehicle, a 2016 orange Charger, to the facility for three consecutive days. The investigation determined, by parking lot video, that the Grievant had not driven any other vehicle other than her own. This was another false allegation.

The conversation with Mr. Gaddis continued. He stated that he had visited at the home of the Grievant on a number of occasions and that he had left a firearm in the residence. He stated that the Grievant had turned it over to the Euclid Police Department. This clearly was a false statement as the Euclid Police Report did not contain any such information. Mr. Gaddis also stated that he and the Grievant had engaged in sexual activity at her home on numerous occasions. He stated that videos were made of sex acts and then sent into the facility to a number of incarcerated youths. Following the Employer's investigation, there was no evidence of multiple sex acts or videos of said activity. There is no evidence that he visited the Grievant's home except the one occasion when he made a request to use the restroom. These were false allegations.

Mr. Gaddis stated in the initial meeting that he was able to send drugs and cell phones into the facility through the Grievant. The Employer investigated these allegations and found no evidence to support the statements. This was another dishonest statement.

One wonders why facility administrators did not pursue the arrest of Mr. Gaddis following his statement that he passed drugs and cell phones into the facility. It is clear that his statements regarding the Grievant were dishonest, and he failed to appear at two follow-up interviews with facility administrators. Mr. Gaddis' statements have no credibility whatsoever. Any statements made concerning the Grievant cannot be considered truthful in respect to the

matter at hand. The same is true regarding Youth Simmons. The two appear to have conspired against the Grievant. Neither testified at the arbitration hearing. The Employer argues that circumstantial evidence indicates that the Grievant provided Gaddis with her telephone number when they encountered each other in the facility parking lot. The Grievant denied this allegation, and there is no evidence to support it. It takes more than circumstantial evidence to prove just cause regarding a long tenured employee with an otherwise sound work record.

The Grievant did not help herself in this matter. She apparently allowed Gaddis to pump her gas. If she wanted no contact with him, it would have been appropriate for her to limit contact to a quick hello at the gas station. The Grievant should have been more alert when Gaddis called asking for the location of her home. She contends that she believed it was a different individual, and she only mentioned the name of her street. The Grievant is a seasoned Correction Officer. It would have been incumbent on her to maintain a higher level of awareness. And when Gaddis drove to her home and needed to use the restroom, she should have declined the request knowing that he was border-line stalking her. The Grievant foolishly failed to contact the Euclid Police Department when Gaddis stole her vehicle. There are a number of versions regarding the interaction between Mr. Gaddis and the Grievant during the time he spent in her home, but her sworn testimony, that Gaddis used the bathroom and left, is far more compelling than any version from Gaddis due to his complete lack of credibility and dishonesty. He was not a witness for the Employer's case. Nevertheless, there is no finding that the Grievant engaged in an unauthorized personal or business relationship with Mr. Gaddis as prohibited pursuant to Department Rule 5 27P. Coincidental meetings on the street or use of one's bathroom facilities do not constitute a "personal relationship." The same is true of



random telephone calls or text messages. There is no evidence that the two ever engaged in a sexual or romantic relationship. The fact that Mr. Gaddis expressed his love for the Grievant over the telephone does not constitute a relationship. Gaddis' motives were questionable in any event as he attempted to extort \$3000.00 from the Grievant and threatened to create a story about a relationship if she didn't pay, a relationship he knew did not exist. What the arbitrator has in this matter is the uncontroverted testimony of the Grievant regarding her non-relationship with Gaddis. There was no rebuttal testimony or evidence. The Employer has the burden to prove with clear and convincing evidence that a personal relationship existed between the Grievant and Gaddis. Evidence does not support the allegation.

Although there is a lack of evidence to support the charge of unauthorized relationship, the Grievant's responses during the investigative interview conducted by Mr. Blank are problematic. The Union argues that the interview occurred long after the series of events involving Youth Gaddis, but it is not convincing that the Grievant would have forgotten her encounters with the youth three months later. She filed a police report regarding her concern for her safety. Early during the questioning conducted by Mr. Blank, the Grievant stated that she had contact with Gaddis on two occasions, in the parking lot and at the gas station. Evidence is clear that there were three encounters. The Grievant was vague regarding her encounters with the youth. And, as the Employer highlights, the Grievant initially denied that the youth was at her home. She changed that response prior to signing off on the interview responses, but the initial response is disconcerting. It is difficult to understand how the Grievant could have forgotten the event. Gaddis stole her automobile that day. When asked a second time during the interview if Gaddis had visited her at home, the Grievant answered, "I

sat outside the house and talked to him for a couple of minutes and he left.” When the investigator referenced the police report, the Grievant changed her response and admitted that she allowed Gaddis to enter her home. As the interview continued, the Grievant admitted that Gaddis was in her home; he took her car keys; and he stole her automobile. The Employer’s concern regarding the Grievant’s vague responses, contradictory statements and alleged forgetfulness is well founded. Portions of the Euclid Police Department report did not align with certain responses of the Grievant. The Grievant, under oath, stated that the police report, as written by the Euclid Police Officer, was not completely accurate. This testimony was uncontroverted. The Employer’s case did not include a witness from the Euclid Police Department. Nevertheless, the Grievant’s failure to openly disclose all details of her encounters with Gaddis including phone calls and text messages is a significant concern. Additionally, the Grievant failed to report her contacts with Gaddis to the Department although she believed he had been released more than six months prior to her encounters with him and probably did not know his age.

The Grievant was not in violation of Rule 5.01P. There is no evidence that the Grievant engaged in an unauthorized relationship with Youth Gaddis.

The Grievant violated Rule 5.23P, Dishonesty, when she failed to provide clear and accurate responses during the investigative interview conducted by the Administrative Investigator, Andrew Blank.

The Grievant was not in violation of Rule 5.27P, Unauthorized or inappropriate contact or correspondence with youth/family. There is no evidence that the Grievant engaged in an “unauthorized personal or business relationship(s) . . . .” Evidence suggests that the youth

stalked the Grievant, made unwanted advances and appearances, stole her personal vehicle and attempted to extort \$3000.00 from her. He fabricated a scenario regarding the Grievant as did Youth Simmons. Evidence confirms the Grievant's assertion that there was no intent to engage in or establish a relationship with Youth Gaddis.

The Grievant is a 22 year employee with ODYS. Her personnel record indicates no active discipline. Recent performance evaluations indicate that she meets expectations and, in a number of categories, exceeds expectations. The termination of the Grievant's employment was not for just cause and was in violation of Sections 24.01 and 24.02 of the collective bargaining agreement. Violation of Rule 5 23P, regarding dishonesty, is a Level 5 penalty on the Department disciplinary grid. Pursuant to the grid, the termination of employment is reduced to a 5 day disciplinary suspension.

#### AWARD

The termination of the Grievant's employment was not for just cause and was in violation of Sections 24.01 and 24.02 of the collective bargaining agreement. The Grievant is reinstated to her position of Juvenile Correction Officer, less a five day disciplinary suspension, to the post and shift held at the time of termination. Record of discipline is to be so adjusted. Grievant is to be paid lost wages, including longevity and step increases, less any interim earnings and/or unemployment compensation, if applicable, less a five day disciplinary suspension, and less appropriate deductions including Union dues. Seniority is restored along with leave balances. The Grievant will be reimbursed for proven medical expenses which would

have been covered through the Employer's health insurance plan and/or COBRA payments made by the Grievant if applicable.

Arbitrator retains jurisdiction for 45 days from date of Award for purposes of remedy only.

Signed and dated this 2<sup>nd</sup> Day of August, 2018 at Lakewood, Ohio



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Thomas J. Nowel, NAA  
Arbitrator

CERTIFICATE OF SERVICE

I hereby certify that, on this 2<sup>nd</sup> Day of August 2018, a copy of the foregoing Award was served, by electronic mail, upon Larry L. Blake, Ohio Department of Youth Services, and Victor Dandridge, Ohio Office of Collective Bargaining, for the Employer; and Russell Burkepile, OCSEA Staff Representative, for the Union.



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Thomas J. Nowel, NAA  
Arbitrator