Recieved: 7/14/2023 #1221

IN THE MATTER OF THE ARBITRATION BETWEEN

Ohio Civil Service Employees Association,	:	**Grievance No.: DPS-2019-02425-07**
Union,	:	**Grievance: Prior Service Credit**
and	:	**Grievant: Lisa Schroeder**
Ohio Department of Public Safety, Division of Ohio State Highway Patrol	:	**Opinion and Award**
Employer,	:	**July 13, 2023**

APPEARANCES

For the Union:

James Hauenstein, Staff Representative
Lisa D. Schroeder, Grievant

For the Employer:

Michael D. Wood, Labor Relations Officer 3
Staff Lt. Aaron Williams, Ohio State Highway Patrol
Mollie De Rojas, Labor Relations Manager
Marisah Ali, Office of Collective Bargaining
Sarah Meuse, Payroll Manager, Department of Public Safety
Kathleen Merrick, Human Capital Management Manager, Department of Public Safety

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I. INTRODUCTION

This is a labor arbitration conducted under the terms of the parties' collective bargaining agreement. It involves a grievance filed by the Ohio Civil Service Employees Association (Union or OCSEA) on behalf of Lisa D. Schroeder contesting the Ohio Department of Public Safety, Division of State Highway Patrol's (Employer or OSHP) decision regarding prior service credit with the Putnam County Sheriff. The Employer awarded the Grievant prior service credit, but the Union contends that additional service credit should be awarded. The grievance was processed under Article 25 of the 2021-2024 Contract Between The State of Ohio and The Ohio Civil Service Employees Association, April 21, 2021 - February 28, 2024 (Labor Contract).

The Employer denied the grievance at all steps of the grievance procedure and the matter was submitted to arbitration pursuant to Article 10 of the Agreement, which includes a permanent panel of arbitrators. This Arbitrator was selected from the panel. The arbitration hearing took place on May 11, 2023 at the offices of the OCSEA, 390 Worthington Road, Westerville, Ohio. During the hearing, the parties had the full opportunity to present witnesses, introduce relevant exhibits, and argue their positions. Witnesses were sworn and separated, examined and cross-examined. The Employer raised an issue as to timeliness of the grievance. Post-hearing briefs were submitted no later than June 15, 2023 and the matter was submitted.

II. ISSUE

The parties agreed there are two joint issues in this matter:

1. Is the grievance arbitrable?

2. Did the Employer violate Section 28.01 Rate of Accrual of the collective bargaining agreement [by not awarding the Grievant all prior service credit for her employment with the Putnam County Sheriff]? If so, what is the remedy?

III. RELEVANT PROVISIONS OF THE AGREEMENT

ARTICLE 25 - GRIEVANCE PROCEDURE

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25.02 - Grievance Steps

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Step One - Intermediate Administrator (Local Level)

All grievances shall be filed in the electronic grievance system not later than twenty (20) days from the date the grievant became or reasonably should have become aware of the occurrence giving rise to the grievance not to exceed a total of thirty (30) days after the event…

* * *

25.03 - Arbitration Procedures

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Only disputes involving the interpretation, application or alleged violation of a provision of the Agreement shall be subject to arbitration. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement, nor shall he/she impose on either party a limitation or obligation not specifically required by the expressed language of this Agreement.

* * *

ARTICLE 28 - VACATIONS

28.01 - Rate of Accrual

Permanent employees shall be granted vacation leave with pay at regular rate as follows, except that those employees who have less than eighty (80) hours in an active pay status in a pay period shall be credited with a prorated amount of leave according to the following schedule:

Length of State Service	Accrual Rate
	Hours Earned Per 80 Hours in Active Pay Status Per Pay Period
Less than 4 years	3.1 hours
4 years or more	4.6 hours
9 years or more	6.2 hours
14 years or more	6.9 hours

19 years or more	7.7 hours
24 years or more	9.2 hours

Employees who provide valid documentation to their Agency's Human Resources department shall receive credit for prior service with the State, the Ohio National Guard, or any political subdivision of the State for purposes of computing vacation leave in accordance with ORC 9.44. This new rate shall take effect starting the pay period immediately following the pay period that includes the date that the Department of Administrative Services processes and approves their request. Time spent concurrently with the Ohio National Guard and a State Agency or political subdivision shall not count double.

An employee who has retired in accordance with the provisions of any retirement plan offered by the State and who is employed by the State or any political subdivision of the State on or after June 24, 1987, shall not have his/her prior service with the State or any political subdivision of the State counted for the purpose of computing vacation leave.

The accrual rate for any employee who is currently receiving a higher rate of vacation accrual will not be retroactively adjusted. All previously accrued vacation will remain to the employee's credit.

* * *

IV. FACTS

The facts in this matter are not seriously disputed by the parties. The Ohio State Highway Patrol (OSHP) is a division of the Department of Public Safety (DPS). The OSHP is an internationally accredited agency whose mission is to provide professional public safety services in the State of Ohio. The OCSEA represents tens of thousands of employees of the State of Ohio, including employees of the OSHP employed in the positions of Driver License Examiner and Motor Vehicle Inspector. (JX 1). The Grievant is currently employed as a Motor Vehicle Inspector. (JX 2). She has held this position since February 2012. (UX 6).

Lisa D. Schroeder was employed by the Putnam County Sheriff from July 19, 2003 through May 29, 2006. She was a part-time employee through July 16, 2004, when she became full-time until her separation date of May 29, 2006. (UX 8). On May 30, 2006, Ms. Schroeder was hired by the OSHP as a Highway Patrol Dispatcher. (JX 2). This position is in the Ohio State Troopers Association (OSTA) bargaining unit. On February 12, 2012, Ms. Schroeder accepted a position as a Driver License Examiner and became a bargaining unit member under

the OCSEA Labor Contract. Two weeks later, on February 26, 2012, she accepted a position as Motor Vehicle Inspector. (UX 6). She has held this position since that time.

In the meantime, the parties negotiated their 2009-2012 Labor Contract, which allowed employees to add any prior service credit with the State, the Ohio National Guard, or any political subdivision of the State for purposes of computing vacation leave in accordance with ORC 9.44. (JX 1). This language in Section 28.01 became effective July 1, 2010. The language has remained the same since the 2009-2012 Labor Contract. Other collective bargaining agreements between the State of Ohio and its bargaining units negotiated the same language. The 2009-2012 contract with the OSTA bargaining unit included the same language.

Kathleen Merrick, Human Capital Management Manager, has been with the DPS for 18 years. She testified that employees were notified of the process to add prior service credit. The DPS sent out a broadcast announcement by email to all DPS employees. The appropriate form, DPS 0198, was attached to the announcement. (MX 1). The Grievant testified that she obtained a completed DPS 0198 from the Putnam County Sheriff on October 18, 2010 and gave it to her Lieutenant as she was instructed to do. (UX 2). According to the Grievant, her Lieutenant wanted to submit together the forms for anyone with prior service. She does not have any documentation that the Lieutenant received it and passed it on to Human Resources of the Department of Administrative Services (DAS).

In June 2016, Ms. Schroeder received a letter congratulating her on her two years of service with the OSHP. She contacted Human Resources and her service was corrected to 10 years. On September 9, 2016, she emailed several people, including Nina Kelly in Benefits, about her uniform shirts and that her years of service were incorrect. She provided a number of documents supporting her years of service, including the DPS 0198 from 2010. (UX 3). Ms. Schroeder testified that Union Exhibit 3 is not all of her emails on the issue, but she no longer

had access to emails from 2016. There is no evidence in the record that Ms. Schroeder grieved her years of service credit at that time.

On December 13, 2018, the Grievant emailed Benefits Manager Jennifer Tipton about her service credit and leave accruals. Ms. Tipton forwarded the email to Ms. Merrick to assist. Ms. Merrick testified that she spoke to the Grievant, who sent her some documents on December 18th, including the 2010 DPS 0198. According to Ms. Merrick, she looked through HR records and did not find the 2010 DPS 0198. She asked Payroll and DPS to search their records and was told there was no record of the form. Ms. Merrick then emailed the Grievant that there was no record of the 2010 DPS 0198 from the Putnam County Sheriff. Additionally, since the form had been updated, Ms. Merrick attached the 2017 version. Ms. Merrick's email included that service changes are effective beginning the pay period following the submission of the paperwork. The Grievant had the new form completed and returned it to Ms. Merrick on December 20, 2018. The new DPS 0198 listed the Date of Hire as July 19, 2003, Date of Separation as May 29, 2006, with both Full Time and Part Time boxes checked under Employment Status, and 49 pay periods worked. (UX 4).

On January 18, 2019, Ms. Merrick emailed Ms. Schroeder that her prior service credit had been approved and would be effective December 23, 2018. The Personnel Action Request noted prior service with the Putnam County Sheriff from July 19, 2003 through May, 29, 2006, for a total of one year and 321 days. (UX 5). Ms. Schroeder responded that her years of service were still incorrect and asked for the person in DAS who handled the request. Ms. Merrick put Ms. Schroeder in touch with Ms. Tipton. Ms. Schroeder provided Ms. Tipton with payroll and OPERS documents showing her hours, service credits, and so forth. (UX 7).

On February 14, 2019, Ms. Merrick submitted an ePAR Change with another DPS 0198 completed on February 4, 2019. This form listed Date of Hire as "7/19/03 P/T 7/17/04 F/T." The remaining information remained the same. However, a separate sheet was attached indicating

the same dates of hire, with the hours not available for 2003. The 2004 part-time hours from January 1st through July 16th were 1027.75 in 15 pay dates. Full-time hours for 2004 were 880 hours in 11 pay dates from July 17th through December 31, 2004. It further listed full-time hours for all of 2005 in 26 pay dates, and 12 pay dates in 2006, from January 1st through May 29th, the termination date. This request was denied as duplicative. (UX 8). Certain hours, including longevity and disability, were corrected as of March 30, 2019. (UX 9). This grievance was filed on July 1, 2019. (JX 2).

V. POSITION OF THE OCSEA

The Arbitrator should find the grievance is timely and grant it. Arbitrators have long held that timeliness is to be determined more by the facts of the case than a strict reading of contractual timelines. Management does not want to be held strictly to these time limits any more than the Union does, with limited exceptions. The vacation benefit at issue here is an earned benefit and errors in calculating it are corrected years later. It goes without saying that, if Ms. Schroeder had been given too many hours years ago, management would have no problem correcting those hours now.

Ms. Schroeder should have received the appropriate service credit back in 2010. The 2010 SPS 0198 was faxed to the State Highway Patrol Post. However, Ms. Schroeder is now caught in a catch-22. She must prove that the form was provided back in 2010, but the only proof management accepts is from its own HR department that the form was never turned in. This despite the completed 2010 form — thus, the catch-22. There was no confirmation or receipt system for the form. Ms. Schroeder has stated repeatedly that she submitted it to her Lieutenant. That is the best evidence available, but management does not accept it. It makes no sense that she would have it completed and keep it to herself.

The Union requests that the Arbitrator grant the grievance, correct Ms. Schroeder's length of State service for vacation accrual in the amount of 73 bi-weekly pay periods, or 1022

days, in accordance with the 2010 DPS 0198. Further, her vacation accrual should be credited with the appropriate amount of hours beginning with the pay period February 26, 2012 and otherwise made whole. Additionally, the Arbitrator should retain jurisdiction for six months.

VI. POSITION OF THE STATE

The grievance should be denied. First, it is not arbitrable because it was not timely filed under Section 25.02 of the Labor Contract. It was not filed within 20 days of the date the Grievant became or reasonably became aware of the occurrence giving rise to it, not to exceed 30 days. Even if arbitrable, the Employer followed Section 28.01 in awarding prior service credit.

Section 25.02 is clear. A grievance must be filed within 20 days of the date a grievant becomes or reasonably becomes aware of the occurrence giving rise to it, not to exceed a total of 30 days. This grievance goes back to 2010, when the Grievant first claimed that her prior DPS 0198 was submitted. It must be noted that the Grievant was in the OSTA bargaining unit at the time and was not a member of the OCSEA. Thus, the OCSEA did not have the authority to represent her until she entered the bargaining unit on February 12, 2012, the date she accepted the Driver License Examiner position.

Additionally, the Grievant testified that she did not notice her service time was incorrect until June 2016. This was long after she allegedly submitted the 2010 DPS 0198 and more than four years after entering the OCSEA bargaining unit. Both are well beyond the 20 and 30 day time limits contained in Section 25.02. In September 2016, she first inquired about her service time in an email about uniforms. However, the email did not address service prior to 2006 that she should have received. And the Grievant did not pursue it again for another two years, so one can assume the issue was resolved.

It was only in December 2018 that the Grievant finally addressed prior service credit when she contacted Jennifer Tipton. The Employer could find no record of the 2010 form, so it provided the current form. Once the updated form was completed and submitted, her prior

service credit was awarded. A second request was denied as duplicative on February 28, 2019. If she disagreed with what was awarded, she should have filed a grievance within 20 days, or March 20, 2019. She waited until July.

The Grievant's contention that she informed her chain of command about the issue is not determinative. She agreed that she received biweekly pay information that clearly shows her service time. Simply looking at the information would have told her whether all her service time was credited. She also could have asked HR at any time for clarification. Simply put, she was reasonably aware of her service time and any prior service time awarded throughout her employment with the OSHP and could have grieved at any time. But she did not grieve until July 2019. Her grievance is untimely.

Furthermore, the Employer complied with Section 28.01. The language is clear that employees must provide documentation to their Agency's HR department to receive prior service credit for vacation leave, and that any new leave rate takes effect starting the pay period immediately following the pay period when the DAS approves the request. Here, the Grievant submitted her request on December 13, 2018. Since there was no record of the 2010 form, she was asked to provide the current form. Throughout the grievance process, the Grievant was asked to provide evidence that she submitted the required paperwork or produce a witness to corroborate that she did. She could provide no evidence that she previously submitted it. Therefore, the Employer followed the language of Section 28.01 and was not able to retroactively credit her service time.

The Union bears the burden of proof here. The Union presented a number of documents supporting the Grievant's prior service. However, there is no proof that she properly submitted the DPS 0198 form to HR to be processed before December 18, 2018. She was provided all the prior service credit to which she was entitled. There is no dispute here whether she had prior

service, the only dispute is that she failed to submit valid documentation to the OSHP HR department prior to December 2018. Once she did, she received her service credit.

Finally, while the Grievant claims the effective date of her service credit should go back to 2010 when she allegedly submitted her first DPS 0198 form, Section 28.01 is clear that the new rate is effective the pay period following the period the DAS approves a request. Simply put, the remedy is not reasonable. Not only does it defy the language of the Labor Contract, the Arbitrator has no authority to grant it. Section 25.03 provides that the Arbitrator has no power to add to, subtract from, or modify any of the contract terms. Backdating her request to 2010 would violate Section 28.01. Additionally, the Labor Contract did not cover her in 2010, since she was a member of OSTA covered by a different collective bargaining agreement. The Arbitrator cannot grant the relief requested.

VII. OPINION

Arbitrability

The arbitrability of a grievance is an affirmative defense to a grievance. The Employer bears the burden of persuasion on its affirmative defense. When a party argues procedural arbitrability, that is, that a grievance is untimely, the Arbitrator must balance two factors. One is that time limits are set forth to be kept. The due process and procedural protections set out in a contract are just as enforceable as any other provision. When matters are delayed, memories fade, documents are lost, and witnesses move on. Time limits ensure that grievances are filed and pursued while evidence is still fresh, so that arbitrators can be presented with as much of the full story as possible and one party is not prejudiced by being unable to adequately present its case. Here, Section 25.02 is clear that grievances are to be filed not later than 20 days from the date the grievant became or reasonably should have become aware of the occurrence giving rise to the grievance, not to exceed a total of 30 days. On the other side of the equation is that grievances are meant to be heard and resolved on the merits. Denying a grievance on

technical or procedural grounds is not favored. Arbitration is intended to allow parties to resolve disputes in an informal manner. Relying on technical or procedural grounds rather than addressing the merits of grievances does little to further the administration of collective bargaining agreements. Therefore, doubts that a grievance is timely are to be resolved in favor of reaching the merits of the grievance.

The Arbitrator finds this grievance to be timely. The decision being challenged here was the decision to award prior service credit to be effective December 23, 2018. Ms. Merrick notified Ms. Schroeder of that decision on January 18, 2019. (UX 5). Ms. Schroeder responded that her years of service were still incorrect and a second request denied as duplicative was submitted in February 2019. (UX 8). There is evidence in the record that the Union and Ms. Schroeder continued to work with HR in an attempt to get the initial decision modified, but with no success. While the better practice would be to file a grievance and then continue efforts to correct the decision, the Arbitrator views the Union's and Ms. Schroeder's conduct as essentially doing so. This is not a case where the initial decision was made and nothing was done or said until months or years later when a grievance was filed. Rather, Ms. Schroeder let HR know right away that she thought her service credit was incorrect and tried to correct it. The Union also got involved. Finally, when those efforts were unsuccessful, the formal grievance was filed. (JX 2).

The grievance process is designed to timely let the other party know there is a dispute so the parties can try to work it out. That is what happened here without the grievance being formally filed at the start. Ms. Schroeder let Ms. Merrick know right away that she disagreed with the decision and tried to get it corrected. She got her Union representative involved. When it became clear that the dispute could not be resolved, the grievance form was finally filed. All along, however, the Employer was well aware that Ms. Schroeder did not agree with the decision and she attempted to get the decision corrected in her favor. She even got her Union involved. That is exactly what is supposed to happen when a formal grievance is filed. Thus, the

Arbitrator sees these efforts as relating back to Ms. Schroeder's response to Ms. Merrick's January 18th email challenging the initial award of prior service credit. Her response to Ms. Merrick was timely. Simply put, on these facts, the Arbitrator concludes the grievance goes back to the January 2019 notification and was timely as to the award of prior service credit effective December 23, 2019. (UX 5).

The Merits

In contract interpretation cases, the Union bears the burden of persuasion. In such cases, the Arbitrator's duty is to determine what the parties intended by the language they used. If disputed language is clear and unambiguous, he must give the language its plain meaning, even if one party finds the result somewhat harsh or contrary to its initial expectations. If, however, disputed language is found to be unclear and ambiguous, or even silent, extrinsic evidence such as bargaining history or past practice may be used to help determine the parties' intent. In addition, words and phrases are rarely interpreted on their own. To give full force and effect to the entire agreement, disputed language must be interpreted in context with its paragraph, section, article, and the agreement as a whole. In the end, all these tools of interpretation are designed to help elicit what the parties intended by the contract language. On this record, the Arbitrator finds there appears to be a violation of Section 28.01.

The Grievant's December 18, 2018 request — DPS 0198 — was considered and she was awarded 1 year and 321 days of prior service credit. (UX 5). Her second request, with the DPS 0198 form dated February 4, 2019, was denied as duplicative even though it lists additional information and additional service with the Putnam County Sheriff. (UX 8). That is consistent with the 1 year and 321 days of prior service awarded. The 2018 form listed 49 pay periods with a July 19, 2003 hire date and May 29, 2006 separation date. (UX 5). The 2019 form indicated the July 19, 2003 hire date was for part-time hours and added a July 17, 2004 hire date for full-time. The May 29, 2006 separation date remained the same. However, attached to

the form was a more detailed breakdown showing 1027.75 hours for 2004 part-time work, then 880 hours for full-time work from July 17 through December 31, 2004. Finally, it listed 26 pay dates for full-time work for 2005 and 12 pay dates from January 1 through May 29, 2006. All told, by the Arbitrator's calculations, this amounts to one year and 358 days, as follows:

2004 part-time hours = 1027.75, divided by 8 hours = 128.46875 days

2004 full-time hours = 880, divided by 8 hours = 110 days

2005 full-time service = 1 year

2006 full-time service = 12 pay dates x 10 days = 120 days

Obviously, the Arbitrator is unfamiliar with the exact number of hours worked and the formula used by the Employer to calculate prior service, but there does appear to be a discrepancy given the specific hours and pay dates listed in Union Exhibit 8. Additionally, the Union claims the Grievant should be awarded 1022 days, though it does not break down how it arrived at this amount. Therefore, though the Arbitrator cannot be certain given his unfamiliarity with the formula, it appears the Employer violated Section 28.01 when it rejected the February 2019 request as duplicative, since additional information and service time was provided.

The Arbitrator agrees with the OSHP that he has no authority to go back to the original 2019 DPS 0198. At that time, Ms. Schroeder was not part of the OCSEA bargaining unit and was in the OSTA bargaining unit. The Arbitrator derives his authority from the collective bargaining agreement between the State and the OCSEA and this grievance was filed under the Labor Contract here. (JX 2). He has no authority under the Labor Contract to go back to the time period when Ms. Schroeder was in another bargaining unit and requested prior service credit under another collective bargaining agreement.

Furthermore, the language of 28.01 is clear that an employee must submit valid documentation to the Agency's HR department. Ms. Schroeder testified that she submitted the 2010 DPS 0198 form to her Lieutenant as instructed, but there is no evidence that he then

submitted it to the OSHP's HR department. Ms. Merrick testified that she looked through HR records and asked Payroll and DPS to look through their records. The form was not found. This leads to the conclusion that it was never filed. Indeed, if it had, this issue would likely never have gone this far.

The first evidence that the Grievant contested her years of service while she was in the OCSEA bargaining unit was her September 9, 2016 email. The email was sent to Patricia Petro, with the Scales unit, and Paul Hansen, who was in charge of uniforms, with the subject "Shirts." However, Nina Kelly from Benefits was copied, along with a number of others, and the Grievant noted "…an ongoing issue with my years of service…" The email referred only to her years of service, did not list her prior service with the Putnam County Sheriff, nor did the email indicate there were any attachments. (UX 3). The Grievant testified that she sent other emails about this, but did not have access to them currently and could not provide them. She further testified that she provided a number of documents to get her years of service correct, including OPERS documents and the 2019 DPA 0198. (UX 3).

The Employer questions the 2016 email as an appropriate attempt to provide valid documentation to her Agency's HR department. Even considering this as providing the valid documentation, the evidence is clear that her prior years of service were not awarded. That did not happen until January 2019. (UX 5). And though the Grievant testified that there were other emails that she could not access, the evidence is clear that no grievance was filed at the time. On this record, it is clear the Grievant did contest her years of service formally by filing a grievance until 2019. Thus, the Arbitrator does not have the authority to award prior service time retroactive to 2016.

The Arbitrator agrees with the OCSEA that this could be considered a continuing violation. After all, service credit for calculating vacation leave is included in each pay period. When a grievant continues to suffer from the alleged contract violation, the arbitrator may find

that the violation is a continuing one. In such a case, the limitations period recommences each day and the time for filing the grievance is extended. The "continuing violation" doctrine is used most frequently by grievants seeking damages because an employer failed to pay the proper wage rate. However, arbitrators have applied the continuing violation doctrine in a number of other contexts. See Fairweather, *Practice and Procedure in Labor Arbitration*, (3rd Ed. BNA, 1991), p. 86 (citations omitted).

However, relief for a continuing violation ordinarily accrues from the date the grievance is filed. This allows a grievant to challenge a decision that was made outside the grievance deadline yet still affects the grievant. For example, where an agreement provides grievances must be filed within 10 days, an employee incorrectly placed on the wage scale can challenge his or her placement within 10 days of any pay period because each period is considered a separate occurrence. Any back pay, though, ordinarily accrues only from the date of filing the grievance. Thus, a grievant can typically recover only for any pay period within the 10 days the grievance is filed, and not all the way back to the original placement. There are exceptions to this rule, however, though they do not apply here. In this case, even if one follows the continuing violation theory, since the Arbitrator has concluded that the July 2019 grievance relates back to the Grievant challenging the January 2019 award of prior service credit, relief can only be granted going back to that decision. The Arbitrator cannot grant relief going back to 2016 (the Grievant's 2016 email re uniforms and service credit), 2012 (when she joined the bargaining unit), or 2010 (when she first submitted a DPS 0198 for prior service to her Lieutenant).

Here, it appears Section 28.01 was violated when the February 2019 DPS 0198 was rejected as duplicative. The attached list of part-time and full-time hours and pay periods appears to show more time than was awarded based on the December 2018 request for prior service credit. (As noted above, this conclusion is based on the Arbitrator's calculations and could certainly be incorrect.) And the OCSEA contends that Ms. Schroeder's length of State

service for vacation accrual should be corrected in the amount of 73 bi-weekly pay periods, or 1022 days. While the Arbitrator cannot provide retroactive relief, he can order the Employer to recalculate Ms. Schroeder's prior service credit based on the February 2019 DPS 0198 and award her additional service credit, if appropriate. If there is any award of additional service credit, it is to be effective February 17, 2019, the effective date noted in the email to Ms. Merrick denying the February 2019 request for service credit. (UX 8).

VIII. AWARD

The Arbitrator awards as follows:

1. The grievance is timely.

2. The Employer shall review the February 4, 2019 DPS 0198 with the breakdown of hours and pay dates provided by the Putnam County Sheriff to determine if all prior service credit has been given to the Grievant, and provide. If not, the Employer shall award any additional service credit with an effective date of February 17, 2019. If all service credit has been given the Grievant, the Employer will provide a calculation showing how it arrived at such conclusion.

3. The Arbitrator retains jurisdiction for a period of 90 days to resolve any issues as to the implementation of this award

Dated: July 13, 2023

Daniel G. Zeiser
Arbitrator