

IN THE MATTER OF ARBITRATION

BETWEEN

OHIO DEPARTMENT OF
REHABILITATION AND
CORRECTIONS

AND

OCSEA AFSCME LOCAL 11, AFL-CIO

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GRIEVANCE ID: Taylor Robey

Grievance No. Discharge/Removal

Grievance #DRC-2024-00299-03

BEFORE: ROBERT G. STEIN, NAA

ARBITRATOR

FOR THE UNION:

James Beverly Jr., Staff Representative
OCSEA AFSCME LOCAL 11
390 Worthington Rd
Westerville, Ohio 43082
jbeverlyjr@ocsea.org

FOR THE EMPLOYER:

Philip Rader, Labor Relations Officer 3
Department Rehabilitation and Correction
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INTRODUCTION

This matter came on for hearing before the arbitrator pursuant to the collective bargaining agreement (“Agreement” or “CBA”) between the State of Ohio, Ohio Department of Rehabilitation and Correction (“Employer” “DRC” “Department”), and the Ohio Civil Service Employees Association, AFSCME Local 11 (“Union” or “OCSEA”). That Agreement was effective in February of 2021 and included the conduct which is the subject of this grievance. The Ohio Department of Rehabilitation and Corrections is the Employer in this matter and, in particular, its Allen-Oakwood Correctional Institution (“AOCI”). The parties mutually selected Robert G. Stein to arbitrate this matter impartially under the Agreement. A hearing on this matter was conducted on September 18, 2024, and was held virtually. The parties mutually agreed to these hearing dates and that virtual format, and they were each provided with a full opportunity to present both oral testimony and documentary evidence supporting their respective positions. The hearing was not recorded via a written transcript and was closed upon the parties’ submissions of post-hearing briefs.

No procedural or jurisdictional arbitrability issues have been raised, and the parties have stipulated that the instant matter is properly before the arbitrator to determine the merits.

Joint Stipulations

Issue: Was the Grievant removed with Just Cause from his position as Corrections Officer? If not, what shall the remedy be?

Classification: Corrections Officer

Length of service: 6 years (DOH=07/24/2017 DOR=01/22/2024)

Termination Date: 01/22/2024

Discipline: No active discipline at the time of removal

Grievance filed: 09/29/2023.

VIOLATIONS OF RULES/STANDARDS OF EMPLOYEE CONDUCT FOUND BY THE EMPLOYER

(NUMBERED BY ARBITRATOR FOR PURPOSES OF ORGANIZATION ONLY)

The Grievant was removed on January 22, 2024, based upon the Employer's finding that he had violated several Standards of Employee Conduct (SOEC) rules. The Grievant was found to have:

- Rule 7: Failure to follow post orders, administrative regulations, policies, or written or verbal directives.
- Rule 8: Failure to carry out a work assignment or the exercise of poor judgment in carrying out a work assignment.
- Rule 38: Any act, or failure to act, or commission not otherwise set forth herein which constitutes a threat to the security of the facility, staff, any individual under the supervision of the department, or a member of the general public.

(Joint Exhibits, Pre-Disciplinary Hearing Officer's Report, p.9)

I. RELEVANT CONTRACT LANGUAGE

Articles 24. 24.02,.06

(p. 1 in the Arbitration Binder)

BACKGROUND

The individual filing the grievance in this matter is Taylor Robey, also referred to as "Robey" or "Grievant". He was previously employed as a Corrections Officer with DRC. Robey commenced employment with DRC on July 27, 2017, and his employment was terminated on January 22, 2024. At the time of his termination, Robey had completed over 6 years of service with DRC. Per the Employer's statement, the Grievant was dismissed for violating three employee conduct (SOEC) rules, specifically Rules 7, 8, and 38, detailed above. The alleged violations occurred on May 23, 2023, while Gifford was working third shift hours in Housing Unit 2B (H2B) at

the AOCI in Lima, Ohio. According to the Employer, during the third shift, an investigation was conducted following three rule violations on Monday, May 22, 2023. This is a straightforward case regarding what occurred and the violations the Employer indicates occurred. It is concisely stated in the notice of disciplinary action that led to the investigations and findings. The case is about the Grievant failing to properly conduct inmate counts by not detecting one missing inmate, inmate Lee ("I Lee"), who, the day before, on May 22, 2023, had escaped from AOCI along with inmate Gillespie ("I Gillespie) who had been housed on Housing Unit 3A (H3A). It states,

"On or about May 22, 2023, you worked third (3rd) shift in Housing Unit 2B (H2B). For the counts conducted at 12:00 a.m., 2:00 a.m., and 4:00 a.m., on May 23, 2023, you reported count results that indicated all incarcerated persons in H2B were present and accounted for, despite that an inmate housed in H2B had escaped from the institution on May 22, 2023; the incarcerated person was not present in his cell in H2B for any of the three (3) counts noted above. During the investigation of this incident, you admitted that you pre-filled three (3) count slips at the same time for 12:00 a.m., 2:00 a.m. and 4:00 a.m. counts on May 23, 2023."

(Pre-D Notice 12/6/2023)

As a result, the Employer found that the Grievant had violated the DRC Rules and terminated his employment on January 22, 2024. On January 25, 2024, the Union filed a grievance on behalf of Robey, claiming that the Employer did not have cause to remove him from his position. However, the matter remained unresolved through the grievance procedure. The Union then submitted the matter to final and binding arbitration. The parties have agreed that the matter is properly before the arbitrator for a determination on the merits."

SUMMARY OF THE EMPLOYER POSITION

The Employer avers in its case it has proven with clear and convincing evidence that the Grievant violated rules that justify his removal from DRC. The Grievant failed to recognize the absence of inmate Lee from HB2 during three separate counts at 12:00 a.m., 2:00 a.m., and 4:00 a.m. on May 23, 2023. This resulted in Robey's failure to detect that inmate Lee was absent due to an escape from the institution that had occurred eight (8) hours earlier. The Grievant's improper conduct contributed to this series of repeated violations of SOEC Rule 38, which states.

“Any act, or failure to act, or commission not otherwise set forth herein which constitutes a threat to the security of the facility, staff, an individual under the supervision of the Department, or a member of the general public.”

These failures to detect the missing inmate allowed him and I Gillespie to have an eight (8) hour head start on their undetected escape from AOCl on May 22, 2023. Compounding his violations of Rule 38 and reflecting upon his laxness, Robey improperly pre-loaded his counts, meaning in advance of conducting his counts he would record the accuracy of each count of inmates on his shift. Instead of summarizing the arguments and potentially distorting or truncating their content, the arbitrator has provided an exact account of the Employer's salient arguments as presented in its brief.

Grievant's Misconduct

Management has proven well beyond the clear and convincing evidence standard that the Grievant failed to count living, breathing bodies in H2B during the 12:00 a.m., 2:00 a.m. and 4:00 a.m. counts. Mr. Jarvi's investigation revealed that by the time the Grievant reported for duty Inmate Lee had been gone for approximately ten and a half (10 ½) hours. Management has also proven beyond a clear and convincing standard of evidence that the Grievant pre-loaded his count slips and turned them in before counts were conducted.

By failing to properly count living, breathing bodies (thus detecting an escape), the Grievant gave the escaped inmates an additional eight (8) hours head start and drastically thwarted law enforcement agencies' ability to begin search efforts. By pre-loading his count slips, the Grievant indicated he had an accurate count, despite not having conducted the count yet.

Stolen Vehicle

On May 23, 2023, authorities in neighboring Auglaize County, Ohio learned a vehicle had been stolen. The estimated time of theft, per the owners, was between 9:00 p.m. on May 22, 23023 and 5:00 a.m. on May 23, 2023 (JE, p. 314.) Had the Grievant properly conducted his count and detected the escape of Inmate Lee, authorities would have been able to focus on this stolen vehicle much earlier thus decreasing reaction time and geographical area to be searched.

Impact of the Escape on the Public

Warden Stuff and OCSEA Chapter President John Neth both stated under direct examination from Arbitrator Stein that their immediate thoughts upon being notified of the escape was the safety of the community. Warden Stuff reported feeling ill over the peril the community had been placed in due to the escape. She testified to the fact that local schools were shut down and parents were unable to get to their children. Mr. Jarvi testified that dozens of local, state and federal law enforcement agencies across three (3) states were involved in the search and apprehension of the escaped inmates. The economic toll on agencies may never be truly known.

These actions constitute a violation of SOEC Rule 38: “Any act, or failure to act, or commission not otherwise set forth herein which constitutes a threat to the security of the facility, staff, any individual under the supervision of the Department, or a member of the general public.”

No Other Remedy

The Seven Tests of Just Cause requires an evaluation of the seriousness of the discipline against the seriousness of the actions. Elkouri & Elkouri clarify this point stating "In cases of extremely serious offenses, arbitrators recognize the need to enforce the discharge penalty. Summary discharge in lieu of corrective discipline of the employee is deemed appropriate for very serious offenses" (Elkouri & Elkouri, How Arbitration Works, 6th Ed., p. 965 (2004).) Failing to properly conduct count is in fact, a very serious offense in a correctional setting.

Reasonable Rule, Forewarning, Even Handed Enforcement

Management has clearly demonstrated for you the basic, fundamental, mission critical reason for conducting accurate counts to include assuring living, breathing bodies are present. Management has also given you clear and convincing evidence that:

- 1) The Grievant was properly trained.
- 2) The ODRC continually made expectations surrounding count abundantly clear verbally.
- 3) The Grievant handled documents daily that spelled out expectations for count procedures.
- 4) The Grievant understood the impact a failure in the count process could have.
- 5) Management evenhandedly issued removals to Officers failing to properly conduct count.

Aggravation

There is no mitigation to be had for the Grievant despite the Union's valiant efforts. The Grievant admitted to Mr. Jarvi that he became complacent in his duties. "Complacent" is the ODRC's politically correct, and less abrasive term for "lazy." The Grievant has admitted to laziness, and not laziness with just a mundane task such as distributing mail or making sure his housing unit is cleaned properly. He has admitted to laziness with the single most important duty he was being paid to perform.

The Grievant further admitted multiple times during his interview the manner in which he was conducting rounds was "just how he's always done it", "something he's just used to" and "just his habit" (Robey audio 12:10-12:50, 42:40-43:25, 45:00-45:45, 46:35-47:12, 51:00-52:30.) These statements demonstrate these actions were a well-established practice, not just a bad night for him. Human nature is to fall back into what we are comfortable with, and the Grievant will resume these behaviors. No amount of training or correction will fix this problem for the Grievant.

The Grievant raced through his counts, had no other duties to complete, had not recently been mandated, has expressed no remorse and has provided no promises of changing his behavior if given a second chance.

The Grievant's demonstrated behavior and disregard for the importance of the count process are beyond correction. Count is a crucial mission critical duty. Removal is the only appropriate resolution.

Closing

Arbitrator Stein, the Ohio Department of Rehabilitation and Correction's primary and fundamental purpose of existence is to protect citizens of Ohio from individuals deemed unfit and too dangerous for society. Corrections Officers are the first and often final line of defense in that protection. The primary way Corrections Officers hold that line of defense is by properly conducting count.

The ODRC's Mission Statement is to reduce recidivism among those we touch. Our Vision is to reduce crime in Ohio. Two inmates escaped from imprisonment. A family's vehicle was stolen, used in a high-speed chase and totaled beyond repair. Communities were on high alert for days on end. Law Enforcement agencies incurred astronomical expenditures. One individual died. The Grievant, who is a short tenured employee, played a significant role in these outcomes. As a result of the Grievant improperly conducting count, the escaped inmates had an

additional eight (8) hours to plan their next moves, commit their crimes and put that much more time and distance between themselves and authorities. He has expressed no remorse for his actions. He has not provided even a token apology. Perhaps most shockingly, he has not verbalized a commitment to reforming his behavior in any way.

Management has given you evidence well beyond the clear and convincing standard that Grievant is not fit to serve as a Corrections Officer in the ODRC. He was not a hapless victim of systemic security failures at AOCI. The Grievant's actions are the scissors that cut holes in the safety net Management has in place to **prevent and detect** escapes. The Grievant and the Grievant alone caused an eight-hour delay in the detection and apprehension efforts of an escaped inmate from H2B. As Arbitrator Anna DuVal Smith stated "He, like everyone in a system where security is a serious issue-has to be individually responsible" (Smith 2000, attached.) The Grievant's removal should have been included in the list of things the ODRC and Warden Stuff did to change security practices at AOCI.

Mr. Stein, Management is not asking you to affirm this removal based on a minor violation of an ambiguous work rule. We are not asking you to affirm this removal on one (1) improper count. We are not asking you to affirm his removal based on two (2) improper counts. Sir, we aren't even asking you to affirm this removal based on three (3) improper counts. We are asking you to affirm this removal based on three (3) improper counts which:

- Violated a clearly identified mission critical task.
- Took less time to complete than it should have taken to complete one (1) accurate count.
- Demonstrates the Grievant's unwillingness to perform that basic and fundamental task of counting living, breathing bodies.

A successful escape, which the Grievant played an integral role in, is arguably the single worst outcome for the ODRC which houses those criminals who have been convicted of the most heinous of crimes. Any award that returns him to employment sends a message that properly counting inmates is not a critical component of a Corrections Officer's duties in the Ohio Department of Rehabilitation and Correction. We ask you to deny this grievance in its entirety.

SUMMARY OF THE UNION'S POSITION

The Union presented several arguments in its strong defense of the Grievant, asserting that the Employer did not have just cause to remove the Grievant from the DRC. The Union highlighted that inmate Lee did not escape from AOCI during the Grievant's shift. The Union contended that the charges against Robey are largely based on the counting issue, emphasizing that, due to DRC policy, Robey "was not afforded the same opportunity" as other Corrections Officers. Specifically, during the third shift, Robey did not have the advantage of conducting a 'standing count.' The Union also asserted that, according to CTA training, a standing count is the only method that is 100% accurate. Instead of summarizing the arguments and potentially distorting or truncating their content, the arbitrator has provided an exact account of the Union's salient arguments as presented in its brief.

UNION'S BRIEF

Mr. Arbitrator,

The Union has shown through the facts of the grievance, exhibits, and witness testimonies that management's claim for rule violations of the Standard of Employee Conduct was without just cause. The Union has shown management was excessive when applying these rules to justify removal. AOCI's administration stacked Officer Robey's discipline packet with an excessive amount of documentation with the catastrophic failures of management and other staff members to make Officer Robey appear guilty of the same failures. By management's own admission, this case strictly comes down to a count issue for Officer Robey, which rule violation #7 addresses and carries a written for a first offense, not removal. Officer Robey's housing area was secured the duration of his shift with Officer Robey performing his rounds and counts at required times, this was supported by investigator Jarvi's testimony, when asked if Officer Robey performed his required duties. Investigator Jarvi and AOCI administration only questioned the amount of time it took for said rounds, but nowhere in the housing unit post orders or CTA training does it state a set amount of time for these duties. Officer Robey believed he had all inmates accounted for in his housing area during these rounds and inmate Lee did not escape during Officer Robey's shift. The Union has shown Officer Robey was not afforded the same opportunity as other Officers on other shifts by having a standing count on third shift, which by management's own CTA training is the only count that is conducted at 100 percent accuracy. The Union strongly believes if Officer Robey was afforded a standing count, he would have found Inmate Lee missing and reported it to supervisors.

Managements subject matter expert on institutional security, Mr. Endros stated there were multiple factors that contributed to the security failures leading to the escape. Management failed to address microwave zones, fences or other barriers to stop individuals from gaining access to the area in the rear zone, (J.E Pg 26, 27, 29, 30). Management also failed to provide an adequate number of security cameras in the rear zone where the dumpsters were located. This lack of institutional security caused the institution to not capture the inmates on video and ultimately hindered the institutional staff from preventing the escape and this was supported by Investigator Jarvi's report. Warden Stuff is on record stating she has never seen an open dumpster within an institution at any facility and she considers this to be a major security risk and ordered it out as soon as she was made aware of this issue. During the arbitration the Union shown that management failed during their investigation into Inmate Gillispie plans to escape prior to the day in question, when they obtained information from an inmate informant that Inmate Gillispie was planning an escape, (J.E. Pg 42, 43, 308, 309). If not for the mishandling of that investigation, the Escape Would Not Have Happened, because inmate Gillispie would have had a security review and transferred to another institution, this was supported by Warden Stuff's testimony. Warden Stuff also described adding standing counts, procedures, policies and security features to address the failed areas of security for the institution, Post Escape. Officer Robey was a trusted Officer by management's own admission, so trusted he was tasked with training newly hired Officers in housing units at AOCI. Officer Robey's evaluations described an Officer who conducted himself in a professional manner, performed duties to the institution's standards and was trusted to help with newly hired Officers. Mr. Arbitrator the union has shown multiple catastrophic policies and procedural failures by management but NO Administrative Staff Were Removed from their duties. Management on the other hand got a second chance to address their failures post escape as Warden Stuff explained during her testimony. The Union feels Officer Robey is a salvageable employee and by management's own admission a good Officer deserving of a second chance to correct the actions management has brought forth after the escape. In these times of staff shortages, every experienced Officer is needed. The Union feels Officer Robey can once again be a valued employee for the Department of Rehabilitation and Correction, if given the chance.

Mr. Arbitrator, the issue is whether there was just cause for removal. The Union believes that there is more than sufficient evidence to prove management was excessive in the removal of Officer Robey and DID NOT meet just cause.

The Union will respectfully request that the Arbitrator sustain the grievance in its entirety.

DISCUSSION

Standards of proof are crucial in evaluating appropriate and inappropriate actions in labor relations and determining innocence or guilt. Arriving at what is currently an accepted just cause protocol in unionized settings was “no walk in the park”; it evolved due to an extended struggle between management and labor. The following brief historical introduction deserves repetition.

A brief historical overview reveals that the term "just cause" can be traced back to 1562, as referenced in the publication of the Statute of Laborers (Delmendo, "Determining Just Cause: An Equitable Solution for the Workplace," 66 Wash. L. Rev. 831, 832 (1991)). From its inception until the mid-1800s, this term acted as a deterrent against employers terminating employees without reasonable grounds (Blackstone Commentaries 425 (1847), discussing 5 Eliz. I, Ch. 4, The Statute of Laborers). In 1877, "just cause" was largely supplanted by the employment-at-will doctrine. However, it resurfaced in the 1930s, coinciding with a renewed wave of unionization spurred by the passage of the National Labor Relations Act.

Just cause” imposes on management the burden of establishing (a) that the standard of conduct being imposed is reasonable and is a generally accepted employment standard that has been communicated to the employee and (b) that the evidence proves that the employee engaged in the misconduct that did occur. The proof must satisfy the question of any actual wrongdoing charged against an employee and the appropriateness of the punishment imposed.

Int’l Assoc. of Machinists and Aerospace Workers Union, Dist. 160 and Intalco Aluminum Corp., 00-2 Lab. Arb. Awards (CCH) P 3608 (Nelson, 2000). Phillips Chem. Co. and Pace, Local No. 4-227, AFL-CIO, 00-2 Lab. Arb. Awards (CCH) P 3553 (Taylor, 2000).

“While it is not an arbitrator’s intention to second-guess management’s determination, he does have an obligation to make certain that a management action or determination is reasonably fair.” *Ohio Univ. and Am. Fed’n of State, County, and Mun. Employees, Ohio Council 8, Local 1699, 92 LA 1167 (1989).* In the absence of contract language expressly prohibiting the exercise of such power, an arbitrator, by his authority and duty to resolve disputes, has the inherent power to determine the sufficiency of a case and the fairness of disciplinary action or penalty imposed. *CLEO, Inc. (Memphis/Tenn.) and Paper, Allied-Indus., Chem., and Energy Workers Int’l Union, Local 5-1766, 117 LA 1479 (Curry, 2002).*

An arbitrator must assess employer policies, rules, statutes, and regulations to determine if a termination was justified. The "just cause" principle protects employees from unfair disciplinary actions while acknowledging the employer's right to uphold standard employment

practices. In this case, the Grievant was accused of violating Rules 7, 8, and 38. Notably, Rule 38 emphasizes a Corrections Officer's critical safety and security responsibility: ensuring that every inmate under their care is accounted for during their shift. This responsibility is fundamental to the core duties of a corrections facility. The Employer retains specific rights under the Agreement (Joint Ex. 1), including the right to discipline employees, as long as these rights are not exercised unreasonably, arbitrarily, or improperly. (Municipality of Anchorage, Alaska, and International Association of Fire Fighters, Local 1264, 115 LA 190, Landau, 2001).

In criminal cases, a finding must be established beyond a reasonable doubt. In labor relations, the standard for a finding is less stringent than in criminal cases; however, it still needs to satisfy certain conditions to determine culpability for rule violations. This requires a solid basis of practical probabilities that allows for reasonable inferences to be drawn to establish the truth of the matter. (Frontier Airlines 82, LA 1283, 1288 (Watkin, 1984); Westinghouse Elec. Co., 48 LA 211, 213 (Williams, 1967))

The Union contends that the Employer overloaded the Grievant's disciplinary packet with excessive documentation, arguing that it made Officer Robey seem guilty of the same failures as other management and staff members. This point, raised by the Union in their brief, is partly valid—Robey's actions were not the only failures; several other employees share responsibility. This situation reflects a systemic failure at AOCi; however, Robey played a critical role in the DRC's delayed response, making the matter worse.

Identifying a systemic issue does not absolve individuals from accountability for their actions, which collectively contributed to a security breach. This case does not stem from insufficient training or a lack of emphasis from management; it is simply not performing your job well. If counting inmates were unimportant, employees would not be required to perform this task three times during each shift. A hurried execution of core responsibilities can lead to carelessness and inaccuracies, which can have profound implications for the reputation of the DRC and, most importantly, the public's safety. This responsibility is fundamental to the role of a Corrections Officer, much like other professional standards—akin to police officers safely securing their sidearms when not in use, a nurse making sure she/he accurately records vital statistics, or a technician in nuclear power following procedures in real-time and reporting any abnormalities immediately.

As previously stated, the evidence clearly shows that the Grievant, on May 23, 2023, did not effectively fulfill the primary job requirement of a Corrections Officer: being accountable for the inmate population while on duty. The Union criticized the Employer's investigation for focusing on the timing of the Grievant's counts. While I understand the Union's argument that inmate Lee escaped the previous day, May 22, 2023, and that Robey is now being held accountable for the consequences of that event, this does not change Robey's responsibilities regarding the count. The seriousness of this matter is significant, especially concerning the delay in determining when inmate Lee was discovered missing and the repercussions of any delays in response. Consider the implications of a school district failing to report a child's missing status to his parents until the end of the school day and the parent's legitimate basis to demand accountability from all individuals, from bus drivers to teachers and all others.

When evaluating whether there is cause for an action, assessing if the punishment is proportional to the offense is crucial. In the context of labor relations, proportionality considers the nature of the offense, the employee's work history, and how similar cases have been handled in the past. (THEODORE J. ST. ANTOINE, *THE COMMON LAW OF THE WORKPLACE, THE VIEWS OF ARBITRATORS* 184-187, Bureau of Nat'l Affairs, 2nd ed. 2005) The Union contends that the Grievant should have faced progressive discipline under a Rule 7 violation rather than being held accountable for other violations that reflect a systemic failure. Additionally, it points out that other employees and the procedures in place—such as the unsecured placement of dumpsters—contributed to inmate Lee's ability to escape.

The Agreement stipulates that progressive discipline should be applied, and this approach is reasonable and civil in many situations. However, a crucial consideration in implementing progressive discipline must be a genuine acknowledgment of wrongdoing and a sincere willingness to correct one's mistakes. As seen in similar cases. *King Soopers Inc.*, 101 Lo7 (Sinder, 1993) and *Communication Workers v. South W. Elec.*, 882 F.2d 467 (10th Cir., 1981). It is essential that the individual being disciplined recognizes the sheer gravity of their misconduct. In this case, despite the Union's vigorous defense of the Grievant, there is an apparent absence of meaningful acknowledged wrongdoing by the Grievant or an appreciation and recognition of the widespread implication of what occurred here. Additionally, the Grievant's lack of remorse seriously

undermines the effectiveness of substituting removal with progressive discipline. While Robey has a current employment record free of discipline, the specific central responsibilities of a Corrections Officer are intrinsically linked to DRC's security mission, which makes them significant, particularly when their failure leads to catastrophic results. Other arbitrators recognize this principle. *Big Bear Stores, Inc.*, 103 LA 1149 (Bell,1995) and *Fine Host Inc.*, 96-1 ARB 6010 (Talarico, 1993).

Robey's practice of completing count slips in advance reflects a casual attitude toward his essential responsibilities. A chain of security is only as strong as its weakest link; Corrections Officers are the most knowledgeable sentinels of an institution's security, acting as the facility's most informed eyes and ears. They are vital components of this security chain. When critical standards are not followed, it poses a significant threat to public safety that cannot be overlooked. The evidence clearly supports the Employer's finding of violations of DRC Rules, meeting the standard for cause regarding the decision to remove the Grievant from service. There is insufficient evidence to contest the Employer's actions in this case.

AWARD

Grievance denied.

Respectfully submitted to the parties this ____ day of December 2024.

Robert G. Stein, Arbitrator

AFFIRMATION

I, Robert G. Stein, affirm that I am the individual described in and who executed the foregoing instrument, which is my Opinion and Award.

Dated December 5, 2024

Robert G. Stein