ARBITRATION DECISION NO.:
566

UNION:
OCSEA, Local 11, AFSCME, AFL-CIO

EMPLOYER:
Department of Public Safety
Bureau of Motor Vehicles
Obetz Model Facility

DATE OF ARBITRATION:
October 12, 1994
November 9, 1994
November 21, 1994

DATE OF DECISION:
February 7, 1995

GRIEVANT:
Joseph Eichhorn

OCB GRIEVANCE NO.:
15-02-(92-05-11)-0030-01-09

ARBITRATOR:
Anna DuVal Smith

FOR THE UNION:
Anne Light Hoke, Assoc. Gen. Counsel
Jeff Griffen, Steward

FOR THE EMPLOYER:
Wayne P. Mogan, Jr., Labor Relations Specialist
Michael P. Duco, Asst. Legal Counsel

KEY WORDS:
Removal
Just Cause
Theft
Burden of Proof
Violation of Work Rules
Negative Inference

ARTICLES:
Article 24 - Discipline
§ 24.01 - Standard

FACTS:
The grievant was employed with the Ohio Bureau of Motor Vehicles as a Public Inquiries Assistant 1 for

eleven years and was discharged for allegedly misappropriating $5,500 from his sales of Commercial Drivers License (CDL) test receipts. The grievant's supervisor testified that the agency had stopped honoring receipts from testers who obtained CDL test receipts from other organizations and tried to obtain refunds for additional tests from facilities other than the ones that issued the initial tests. Therefore, a new procedure was instituted which required testers to pay cash for CDL test receipts. The applicant would then get a refund on the unused portion of the private organization's prepayment receipt from that organization, not from the Bureau.

The grievant's supervisor testified that he told the grievant not to accept third party receipts and not to issue CDL test receipts without a cash payment. The grievant testified, however, that he was never given written notification of this new procedure, and was instead told to honor third-party receipts. The grievant would then return the third-party's cash receipt to the applicant for tax proof. The grievant did not write these transactions on his reports as exceptions because he did not think that they were irregular.

The grievant was absent from work for a period in August, 1991. During this time, irregularities concerning the sale of test receipts were noticed, which prompted an Internal Audit investigation by a management analyst. The management analyst found that there were discrepancies with voided transactions and end-of-day summary reports which amounted to a shortage of approximately $5,500. Further inquiries showed no suspicious transactions during the grievant's absence, and a conclusion was made that the grievant was responsible for stealing the $5,500. A union steward who was also employed as an Account Examiner II challenged the management analyst's audit and believed that there were no discrepancies in the records and the questionable transactions were third-party tester situations.

In April, 1992 the grievant was indicted on five counts of theft in office and was placed on administrative leave with pay. A pre-disciplinary hearing was conducted on April 24, where it was determined by management that the grievant violated Work Rules #7 (felony commission or conviction) and #30 ("any act of commission not otherwise set forth herein which constitutes a threat to the BMV, its image, staff or the general public"). The steward who represented the grievant testified that failure to produce documents and other procedural difficulties hindered her ability to represent the grievant effectively.

The grievant was found not guilty at his criminal trial. Subsequent reviews by the audit office revealed discrepancies which corroborated those of the management analyst.

EMPLOYER'S POSITION:

The state contended that it clearly and convincingly established that the grievant misappropriated over $5,500 paid to him by members of the public and that his actions constituted a threat to the Bureau and its image and to the general public. The state also argued that a thorough investigation was conducted and that evidence of the grievant's guilt was proved.

This evidence stemmed from an investigation of payroll records, work schedules and cash register tapes, which management believed proved that the grievant was working on certain dates during which questionable transactions occurred. Further testimony showed that the grievant was working alone, that his number was on the cash register tape, and that he signed the daily report. On these days, irregular transactions existed but on days that the grievant was working with another employee, all transactions were performed correctly. Management reasoned that the grievant did not misappropriate funds on the other dates because he would have had to account for it to the second employee.

The state also argued that a reasonable person would have made copies of the receipts brought by the third-party applicants or made some sort of record to balance the books and the f act that the grievant did not do this suggested devious motivation on his part.

As a remedy, the state requested that the grievance should be denied in its entirety.

UNION’S POSITION:

The union argued that the Bureau’s own procedures were responsible for the appearance of discrepancies with its test receipt transactions. The union also pointed out that there was insufficient evidence of the grievant's guilt due to management's failure to call any employees, except the supervisor, to testify on how the facility was run. Also, there were no written procedures offered to show that the grievant

was supposed to stop accepting third party receipts. The union also challenged the audit conducted by the management analyst and argued that errors were made in her work and that she never established that money was missing because money in the till was never counted. The union also pointed out that two employees who worked at the same facility as the grievant and who were either discharged or quit because of passing bad checks were never accused because the attendance calendar made by the supervisor did not include their names.

Additionally, the union stated that the management analyst's audit was not consistent with a review that was conducted by its own witness. According to this witness, the challenged transactions were actually refunds given to truckers who learned that the facility accepted third-party pre-payments.

Therefore, the union sought reinstatement of the grievant to his position with full backpay, health expenses that would have been paid by employer-provided insurance, and attorney's fees suffered as a result of bad faith prosecution.

ARBITRATOR'S OPINION:

The arbitrator reasoned that based on the lack of direct evidence and witness testimony, it was difficult to tell whether the missing money made its way into the grievant's pocket or was refunded to the applicants. Since no witnesses testified as to what occurred, the arbitrator reasoned that when witnesses who clearly have probative evidence are not called, one must draw the inference that they have nothing to add. Furthermore, the arbitrator held that the employer's case for theft fails, not on a technical violation of the fair investigation test, but on the substantive ground of failing to produce the convincing evidence that might have been discovered in a full investigation.

Although the grievant knew that the policy of accepting third-party prepayments lacked sufficient controls and gave the appearance of and created the opportunity for impropriety, the arbitrator believed that the grievant should have done something to protect himself, such as copying the documents he accepted or recording an explanation on his Sales Summary Report. From this, one might infer guilt, but one might just as easily infer trust. The controls and investigation at the Agency were simply too lax to draw a strong enough inference to justify the grievant's termination, whether for theft or for failure to follow procedures.

Therefore, the arbitrator held that the grievant was not removed for just cause.

AWARD:

The grievance was sustained and the grievant was returned to his position and awarded backpay, benefits, and seniority. However, the Union's request for interest and attorney's fees was denied.

TEXT OF THE OPINION:

VOLUNTARY LABOR ARBITRATION TRIBUNAL

In the Matter of Arbitration
Between

**OHIO CIVIL SERVICE
EMPLOYEES ASSOCIATION
LOCAL 11, AFSCME, AFL/CIO**

and

**OHIO DEPARTMENT OF
PUBLIC SAFETY,
BUREAU OF MOTOR VEHICLES**

OPINION AND AWARD

Anna DuVal Smith, Arbitrator

Case No. 15-02-920511-0030-01-09
February 7, 1995
Joseph Eichhorn, Grievant
Discharge

Appearances

For the Ohio Civil Service Employees Association:
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Hearing

A hearing on this matter was held at 10:00 a.m. on October 12, 1994 and continued on November 9 and 21, in Columbus, Ohio before Anna DuVal Smith, Arbitrator, who was mutually selected by the parties, pursuant to the procedures of their collective bargaining agreement. The parties stipulated the matter was properly before the Arbitrator and submitted one issue set forth below. They were given a full opportunity to present written evidence and documentation on this issue, to examine and cross-examine witnesses, who were sworn or affirmed and excluded, and to argue their respective positions. As many incidents of wrongdoing over several months time were alleged, the parties agreed in arbitration to focus on a limited number of specific dates: May 22 and 23, June 13, July 1, 2 and 24, and August 12. Testifying for the Employer were Cumi L. Roberts (Management Analyst, Bureau of Motor Vehicles, by subpoena), Thomas L. Tefft (Supervisor, Audit Section, Bureau of Motor Vehicles), Linda L. Morefield (Chief. Internal Audit Division, Bureau of Motor Vehicles) and Samuel F. Cassandra (Asst. Auditor, Auditor of State). Also present was Florence A. Warren, Chief, Office of Human Services, Ohio Department of Public Safety. Testifying for the Union were Joseph Eichhorn (Grievant), Rosemary Jamison (Account Examiner II, Bureau of Motor Vehicles) and Allen Schilling (Schilling & Associates). A number of documents were admitted into evidence (Joint Ex. 1-7, Employer Ex. 1-4 and Union Ex. 1-18) and the parties stipulated to certain facts regarding the Grievant's employment history. Post-hearing statements were filed on December 7, whereupon the record was closed. The record was reopened for submission of written replies, which were received on December 27, 1994, whereupon the record was again closed. This opinion and award is based solely on the record as described

herein.

Issue

Was the Grievant disciplined for just cause?
If not, what is the proper remedy?

Statement of the Case

Before his removal in April of 1992, the Grievant was an eleven-year employee of the Ohio Bureau of Motor Vehicles (the State agency responsible for issuing on-road motor vehicle operator's licenses) in the classification of Public Inquiries Assistant I. His performance evaluations indicate he was at or above his employer's expectations (Union Ex. 10 & 13) and he had been suspended for ten days on November 18, 1991 for neglect of duty/abuse of sick leave and dishonesty (Union Ex. 7). The Grievant was discharged because his employer believes he misappropriated approximately $5500 over a period of eighteen months from his sales of Commercial Drivers License (CDL) test receipts at the Bureau's Obetz Model Facility in Columbus, Ohio.

Under federal mandate, the CDL program was initiated early in 1990. Various organizations became involved in the sale of CDL test receipts which qualify an applicant to be tested by the Ohio Highway Patrol for the license: so-called "third party testers" (organizations independent of the State such as joint vocational schools), a deputy registrar in Jackson, and the Bureau at the Obetz facility. Among other requirements, the Commercial Drivers License necessitates passing three tests: pre-trip inspection, basic off-road (manual), and a road test. Applicants do not have to pass all at once and may retake any part failed for an additional fee. Because of the multiple parts of the test and different sales agents, an applicant might purchase the CDL test receipt from one organization, but take one or more of the various parts of the test at the testing facility associated with a different organization. An applicant who is unable to pass one or two of the tests after the maximum allowable trials might also seek a refund for the remaining test(s) from a facility other than the one that issued the test receipt. This, of course, amounts to trying to get Macy's to provide the goods that Gimbel's was paid for, or asking Gimbel's to refund money paid to Macy's. Aggravating the problem was the haste with which the program had to be established, with the result that policies and procedures were developed and revised as the need was perceived.

The Grievant was assigned to the Bureau's Obetz facility on March 12, 1990. When established, the facility had an on-site supervisor, but he was reassigned and the facility came under the off-site supervision of Tom Tefft, whose oversight of the one or two employees was by telephone and site visits. Still later another supervisor was assigned, again off site. Mr. Tefft testified about the procedure for various transactions, which he said were conveyed to employees verbally. Obetz honored cashier receipts from the deputy registrar in Jackson and, in the beginning, from third-party testers. It stopped honoring the latter, though, because it had no way to collect from the private organization. The new procedure was to require cash from the applicant and issue a CDL test receipt. The customer would then get a refund on the unused portion of the private organization's prepayment receipt from that organization, not from the Bureau. Mr. Tefft said that sometime in 1990, he believed around the middle, he told the Grievant not to accept third-party receipts and not to issue CDL test receipts without a cash payment. The Grievant knew what to do and did it daily. The Grievant testified he was never given written procedure on this. In fact, he said he was told to honor third-party receipts and, after issuing the CDL test receipt, he would return the third-party's cash receipt to the applicant for tax proof. He testified he mentioned this as a problem to Management, but nothing was ever done. He did not write these transactions on his reports as exceptions because he did not think they were irregular. As far as refunds on the Bureau's own transactions were concerned, a test receipt can be voided and a refund made by the PIA the same day it is issued, but refunds requested other times must come from the Cashier's Department.

During the Grievant's absence from work in August 1991, irregularities regarding the sale of test receipts at the Obetz facility came to the Employer's attention during the normal course of business. The former

supervisor of the facility (Marvin Fisher, since deceased) was called in to investigate, but eventually the audit was turned over to the Bureau's Internal Audit Division. Cumi Roberts, Management Analyst, undertook a two month review of the facility's records from March 1990 through August 1991 under the supervision of Linda L. Morefield, Chief of the Division. She found discrepancies in the records, particularly with regard to voided transactions and end-of-day summary reports, amounting to a shortage of about $5500. The Grievant's code was used on the pertinent cash register transactions and he had signed the end-of-day reports. She then extended her inquiry to the period when the Grievant was absent from the facility and after he had been reassigned (on September 10, 1991). Finding no suspicious transactions during his absence, she concluded that the Grievant was responsible for the theft and recommended revisions to the facility's control procedures. Detailed testimony and documents, including working papers and source documents were presented to support her conclusion, focusing on several dates where under-reporting is alleged: May 22 and 23, June 13, July 1, 2 and 24, and August 12, 1991 (Employer Ex.1 & 4 A-F). Rosemary Jamison, Account Examiner II and Union Steward, challenged the professionalism of Ms. Roberts' audit and offered her own analysis of the shortages the Employer claims for these dates (Union Ex. 4 and 6). In her opinion, there were no discrepancies in the records and the questionable transactions were third-party tester situations. Allen Schilling, retired police officer and now private investigator, testified Marvin Fisher told him from his hospital bed where he was dying that he, too, had doubts about the thoroughness of the Bureau's audit and control procedures for off-site testing. The Ohio Highway Patrol also conducted an investigation, but only the Grievant's statement to an investigating trooper was submitted (Union Ex. 14).

On April 10, 1992, the Grievant was indicted on five counts of theft in office. He was placed on administrative leave with pay five days later at an investigatory interview. A pre-disciplinary hearing was conducted April 24, with the result that the Grievant was terminated April 29 for "violation of Work Rules #7 (Felony Commission or Conviction) and #30 (Any act of commission not otherwise set forth herein which constitutes a threat to the BMV, its image, staff or the general public)" (Joint Ex. 2). The Steward who represented the Grievant at the pre-disciplinary meeting testified that document production and other procedural difficulties hindered her ability to represent him effectively.

This action was grieved on May 8 and appealed without resolution to arbitration where it presently resides for final and binding decision, free of procedural defect.

While the case awaited arbitration, the Grievant's criminal case came to trial. He was found not guilty in February 1994. The Auditor of State then assigned Asst. Auditor Cassandra to conduct his own review. His findings, published on September 8, corroborated those of Ms. Roberts' (although the loss he attributed to the Grievant was somewhat less at $5260). Two other employees had smaller discrepancies, one an overage of $30, another a shortage of $140 which Mr. Cassandra said was later explained to the Auditor's satisfaction. The Auditor of State therefore issued a finding of recovery against the Grievant and his fidelity bond. In sufficiencies in the Department's internal control structure at the time of the irregularities were also noted as having been corrected.

Arguments of the Parties

Argument of the Employer

The State contends it has clearly and convincingly established that the Grievant misappropriated over $5000 paid to him by members of the public and that this action constitutes a threat to the Bureau and its image and to the general public.

It says the Grievant was personally informed by his supervisor, Tom Tefft, on proper procedure for handling applicants from third-party testers.

The State further maintains that it conducted a thorough investigation. A calendar was constructed from payroll records, work schedules and cash register tapes. The tapes alone prove the Grievant was working on certain dates during which questionable transactions occurred and which entries were his. Ms. Roberts, a bargaining unit member testifying by subpoena, performed an audit that proves on five dates more CDL test receipts were issued and unvoided than were reported as paid for. On every date the Grievant was working alone, his number is on the cash register tape, and he signed the daily report. He claims the irregular

transactions were third-party situations, but on a sixth day there is one of these done correctly by him, proving he knew the proper procedure. Significantly, on this sixth day, the Grievant was not working alone. The State argues the Grievant did not misappropriate funds on this date because he would have had to account for it to the second employee. The State further points out that Ms. Roberts' conclusions were confirmed by Mr. Cassandra (of the Auditor of State's office) who worked independently of Ms. Roberts. The Union's witness, Ms. Jamison, got the same results although she used a different method and had a different explanation for the discrepancies.

The Bureau asserts that the Union's various explanations for the discrepancies do not account for more test receipts being issued than were paid for, nor does it explain how he expected the State would collect, nor why the activity stopped when the Grievant was gone. The State argues that a reasonable person would have made copies of the receipts brought by the third-party applicants or made some sort of record to balance the books. The fact that the Grievant did not suggests devious motivation. The State further contends it successfully damaged the Grievant's credibility when he admitted on cross examination that he accepted a 10-day suspension for dishonesty, conduct that occurred after he knew his integrity was in question.

The State argues that although the Grievant was found not guilty of a felony in criminal court, he did violate work rule 30. It urges her to disregard the level or lack of criminal conviction when she considers the State's decision to discharge the Grievant citing her own opinion in the parties' case number 31-02-890403-0018-01-06 (Wharton). Theft of any amount warrants termination for a first offense and is covered under the work rule cited. Moreover, the Union was aware of the specificity of the charge from the outset.

Regarding the remedy requested by the Union, the State asks that the Arbitrator deny the request for attorney fees, medical expenses and interest on back pay as these costs do not proximately flow from the Bureau's removal of the Grievant. The Franklin County Prosecutor brought the criminal charges, the Grievant made the decision regarding his insurance coverage and the Employer had no part in denial of his claim, and the Employer did not unreasonably hinder the progress of the grievance, but acted within its rights under Article 24.04 of the Contract.

In sum, the State asks that the grievance be denied in its entirety, but deny unusual remedies should she grant the grievance.

Argument of the Union

The Union contends the State did not prove its case. Instead, it believes the record shows that the Bureau's own shoddy procedures are responsible for the appearance of shortfalls.

The Union first points to what the State failed to do in arbitration: it did not call any employees except the supervisor to testify how the Obetz facility was run, it did not offer written procedures, it did not bring proof that the Grievant was told to stop accepting third-party prepayments, and it did not call truckers to testify that they had not been refunded their money.

The Union next challenges the adequacy of the audit that purports to show the Grievant is guilty of theft: The auditor did not audit the third-party testers, she considered the CDL test receipts chargeable inventory even though the employees did not, she made sloppy efforts in her work, she did not consider validations of the test receipts, she did not document the timing of sales and voids though some occurred within minutes of each other, she did not notice when substitutes were working, she never counted the money in the till and, in fact, never established that money was missing, and she disregarded the Bureau's internal procedures. On top of this, two employees who worked at Obetz during the period but who either quit or were fired for passing bad checks were never accused simply because the attendance calendar made by the supervisor did not include their names. The Union also says the State Auditor employee's audit suffers from the same limitations.

The Union contrasts the State's audit with the review performed by its own witness. Ms. Jamison considered Obetz policies such as not voiding CDL test receipts issued on third-party prepayments so that the Highway Patrol would honor them, same-day refunds being treated as voids, and coverage during lunch breaks. She also worked by matching validation numbers. Her conclusion, which is consistent with the Grievant's story, is that the challenged transactions were actually refunds given to truckers who learned that

Obetz accepted third-party prepayments.

The Union also offers the "dying declaration" statement of the Bureau's former supervisor who said the procedures at Obetz were terrible and attacks the Employer's characterization of the evidence before her.

With respect to the Grievant's testimony, the Union claims he has been consistent with his story in the Highway Patrol investigation, in the criminal trial, and in arbitration. He was never told the Bureau no longer accepted third-party prepayments. He did not document these refunds because he understood them to be acceptable practice though he had seen and pointed out the appearance of impropriety to Management. Finally, he has explanations for his documentation on August 12 (he was documenting a true exception) and lack thereof on other days (voided test receipts would not be accepted by the Highway Patrol, third-party cash receipts were returned to the customer for their tax records, and these were not exceptions requiring explanation).

Next the Union asserts that it was denied necessary documents in the pre-disciplinary phase and that the Employer did not present its case in the Step 3 response. It says the Employer tried to develop its case in arbitration, but had no proof that the Grievant stole any money or even that money was actually taken. It argues the grievance should therefore be granted.

As a remedy, the Union seeks reinstatement, full back pay (including shift premium and overtime), health expenses that would have been paid by Employer-provided insurance, interest on back pay on account of the Employer's deliberate attempt to injure the Grievant, and attorney fees suffered as a result of bad faith prosecution. It offers the decision of Arbitrator Rivera in the parties' #07-00-(12-27-89)-0059-01-09 and cases cited therein as support for the requested remedy.

Opinion of the Arbitrator

One of the proven facts of this case is that control procedures and policies at the Obetz facility during the period that the Grievant worked there were inadequate. Whether the Grievant exploited this fact to his own advantage or was himself a victim of it depends on whose view of the matter one accepts.

Of the seven dates taken as a sample of the Grievant's work at Obetz, the parties finally agreed that there were five days on which he did not account for having issued one more CDL test receipt than cash or check payment received and deposited: May 23, June 13, July 1, July 2 and July 24.[1] They also finally appear to agree that the Grievant made the cash register transactions offsetting the sales in question and signed off on the daily reports. The differences between the parties arise in their theories of what transpired when the Grievant voided the transaction for each of these but not the test receipt itself.[2] The Employer says he pocketed each $50 himself, the Union says he accepted proof of third-party prepayment as he had been instructed. There is no direct evidence of either. There is only circumstantial evidence from records (which the Arbitrator has gone to considerable length to study) and the uncorroborated testimony of a supervisor and the Grievant. The weight of these leaves the matter in considerable doubt.

The Arbitrator has carefully scrutinized the source records submitted and can determine from them that cash was received for some of the unvoided test receipts (in some cases change was given), and also that the Grievant's code was used on the offsetting void transactions. Accepting *arguendo* that he, and not someone else using his code, made the void transactions, one cannot tell whether the money made its way into his pocket or was refunded to the applicants. No one came forward to say they saw what he did. Most telling of all, not one single applicant was called to testify to what occurred, despite the identity of all of them clearly being known by the Agency from their test receipts and drivers' licenses. When witnesses who clearly have probative evidence are not called, one must draw the inference that they have nothing to add. The Employer cannot be excused because of the time elapsed since the irregularities were discovered. Had a full investigation been conducted at the time, it is reasonable to expect that at least some of the truckers would have been able to shed light on the matter. The Employer's case for theft fails not on a technical violation of the fair investigation test, but on the substantive one of failing to produce the convincing evidence that might have been discovered in a full investigation.

One of the Employer's contentions is that although the Agency at first accepted third-party prepayments,

it later changed its policy and so informed the Grievant. If this is true then the Grievant's defense is shattered and he is at least guilty of failing to follow proper procedure, costing his Employer the sum unrecovered from the third-party testers. As proof, the Employer offers the supervisor's testimony, the August 12 transaction that was properly accounted for, and its auditor's observation that similar shortages did not occur after the Grievant was no longer there (the latter is also offered as proof that he created a scheme to steal from his Employer, knowing that controls were inadequate). The Union provided a plausible alternative explanation for the August 12 transaction, and one would expect practices to change after the irregularities occurred on August 13. On the other hand, the Grievant clearly knew the policy of accepting third-party prepayments lacked sufficient controls and thus gave the appearance of and created the opportunity for impropriety. Yet he did nothing to protect himself, neither copying the documents he accepted nor recording an explanation on his Sales Summary Report. One might infer guilt, as the Employer argues, but one might just as easily infer trust.

And so one comes to the credibility of two opposing and facially self-serving declarations: the hazy memory of a supervisor that he informed the Grievant sometime in 1990 against the word of the Grievant that nothing was ever changed about the procedure even after he brought it to Management's attention. While it is true that the Grievant has an incident of dishonesty on his record, this does not prove the case against him here, but only subjects his testimony to closer scrutiny than otherwise. The credibility issue is too close a call in this case where there are no corroborating witnesses, documentation or strong circumstantial evidence that the Grievant knew that it was against procedure to accept third-party prepayments.

In sum, the controls and investigation at the Agency were simply too lax to draw a strong enough inference to justify the Grievant's termination, whether for theft or failure to follow procedure thus threatening the Bureau, its image, staff or the general public. The Grievant was not removed for just cause.

Award

The grievance is sustained. The Grievant will be returned to a position as Public Inquiries Assistant I in the Bureau forthwith, his record expunged, and afforded all back pay, benefits and seniority to the time of his removal, less any earnings he may have had in the interim. The Union's request for interest and attorney fees is denied. The Arbitrator finds no reliable evidence that the Employer either deliberately tried to injure the Grievant or stall the case, and the criminal charges were brought by the County Prosecutor. As to medical payments, the Employer is ordered to reimburse the Grievant any medical expenses incurred that would have been covered by his employer-paid insurance had he not been removed without just cause. The Arbitrator retains jurisdiction for 30 days to resolve any dispute over the calculation and implementation of this award.

Anna DuVal Smith, Ph.D.
Arbitrator

Cuyahoga County, Ohio
February 7, 1995

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[1] On May 22, #6641 was properly voided. On August 12, the Grievant explained the exception on his Sales Summary Report.

[2] A voided CDL test receipt is one that has been stamped “void" on the front and validated on the back. The Ohio Highway Patrol would not honor these. A void transaction, on the other hand, could merely correct an erroneous case register transaction and not result in the voiding of a test receipt.