

Thomas J. Nowel, NAA
Arbitrator, Mediator, Fact Finder
Lakewood, Ohio

IN ARBITRATION PROCEEDINGS PURSUANT TO
AGREEMENT OF THE PARTIES

Arbitration Proceedings Between:)	
)	DRC-2024-00062-03
State of Ohio, Department of Rehabilitation)	
and Correction)	ARBITRATION
)	OPINION AND AWARD
and)	
)	DATE:
Ohio Civil Service Employees Association,)	December 16, 2024
AFSCME Local 11)	
)	Permanent Panel
Re: Paul Brown Removal)	

APPEARANCES:

James Adkins, Labor Relations Officer 3, State of Ohio Department of Rehabilitation and Correction; and Tim Watson, Ohio Civil Service Employees Association, AFSCME Local 11.

INTRODUCTION

This arbitration arises pursuant to the collective bargaining agreement between the State of Ohio and the Ohio Civil Service Employees Association, AFSCME Local 11. OCSEA is the exclusive representative of a number of bargaining units across the State of Ohio and, in this matter, the Department of Rehabilitation and Correction.

The Grievant, Paul Brown, was a Correction Officer assigned to the Southeastern Correctional Institution. The Grievant's employment was terminated on January 4, 2024 for a number of alleged violations of Department policy following a pre-disciplinary hearing which was held on December 12, 2023. The termination was grieved on January 4, 2024. The Employer denied the grievance at the various steps of the Grievance Procedure, and the Union carried it forward to arbitration on April 16, 2024. The parties to the collective bargaining agreement have mutually agreed to a permanent panel of arbitrators, and the arbitrator, on this case, was selected to hear this matter and render a binding award pursuant to Section 25.05 of the CBA. The arbitration hearing was held on October 23, 2024 at the Southeastern Correctional Institution. The parties agreed to submit post hearings briefs no later than November 22, 2024.

JOINT STIPULATIONS

The parties entered into the following stipulations prior to the arbitration hearing on October 17, 2024.

Issue: Was the Grievant, Paul Brown, removed for just cause? If not, what shall the remedy be?

1. The grievance is properly before the Arbitrator.

2. The Grievant was hired on June 5, 2006.
3. The Grievant had a 2-day working suspension on record for unauthorized use of force at the time of the removal.
4. The Grievant received the Standards of Employee Conduct.
5. The Grievant was issued a Removal on January 4, 2024.
6. The Removal was issued for a violation of the following work rules:

Rule 5C: Purposeful or careless act(s) which result in one or more of the following:
Damage, loss, or misuse of property to include, but not limited to property of any employee, any individual under the supervision of the Department or a member of the Department or a member of the general public.

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.

Rule 44: Threatening, intimidating, coercing, or use of abusive language toward any individual under the supervision of the Department.
7. Alleged violation of Article 24 of the Collective Bargaining Agreement between the State of Ohio and the Ohio Civil Service Employees Association.

WITNESSES

TESTIFYING FOR THE EMPLOYER:

Jeremy Jewel, Investigator

Norman Robinson, Warden

██████████ Inmate

██████████ Inmate

Louis Vamos, Captain

Timothy Martin, Deputy Warden of Operations

Stanley Miller, Inspector

TESTIFYING FOR THE UNION:

Paul Brown, Grievant

Derek Swaro, Corrections Officer

Greg Wachenschwanz: Sergeant

RELEVANT PROVISIONS OF THE AGREEMENT

Article 24 – Discipline

24.01 – Standard

Disciplinary action shall not be imposed upon an employee except for just cause. The Employer has the burden of proof to establish just cause for any disciplinary action. In cases involving termination, if the arbitrator finds that there has been an abuse of a patient or another in the care or custody of the State of Ohio, the arbitrator does not have authority to modify the termination of an employee committing such abuse. Abuse cases which are processed through the Arbitration step of Article 25 shall be heard by an arbitrator selected from the separate panel of abuse case arbitrators established pursuant to Section 25.05. Employees of the Lottery Commission shall be governed by ORC Section 3770.021.

24.02 – Progressive Discipline

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

a. One (1) or more written reprimand(s).

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

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

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

d. Termination.

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

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

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

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

24.06 – Imposition of Discipline

The Agency Head or designated Deputy Director or equivalent shall make a final decision on the recommended disciplinary action as soon as reasonably possible after the conclusion of the pre-disciplinary meeting. The decision on the recommended disciplinary action shall be delivered to the employee, if available, and the Union in writing within sixty (60) days of the date of the pre-disciplinary meeting, which date shall be mandatory. It is the intent to deliver the decision to both the employee and the Union within the sixty (60) day timeframe; however, the showing of delivery to either the employee or the Union shall satisfy the Employer's procedural obligation. At the discretion of the Employer, the sixty (60) day requirement will not apply in cases where a criminal investigation may occur and the Employer decides not to make a decision on the discipline until after disposition of the criminal charges.

The employee and/or Union representative may submit a written presentation to the Agency Head or Acting Agency Head.

If a final decision is made to impose discipline, including oral and written reprimands, the employee, if available, and Union shall be notified in writing. The OCSEA Chapter President shall notify the Agency Head in writing of the name and address of the Union representative to receive such notice. Once the employee has received written notification of the final decision to impose discipline, the disciplinary action shall not be increased.

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

The Employer will not impose discipline in the presence of other employees, clients, residents, inmates or the public except in extraordinary situations which pose a serious, immediate threat to the safety, health or well-being of others

An employee may be placed on administrative leave, without loss of pay (except in cases which fall within ORC Section 124.388(B)), or reassigned while an investigation is being conducted except that in cases of alleged abuse of patients or others in the care or custody of the State of Ohio, the employee may be reassigned only if he/she agrees to the reassignment or if the reassignment is to a position on the same shift and days off, without loss of pay and does not exceed thirty (30) days. For cases that fall within ORC Section 124.388(B) as referenced above, any payment due the employee under subsection (B) shall be based upon the employee's total rate plus any applicable roll call pay. For purposes of this paragraph, "without loss of pay" shall mean the employee's total rate plus any applicable roll call pay.

GRIEVANCE

Statement of Grievance: On the above date Officer Paul Brown was removed from his position as a Corrections Officer at SCI. The discipline was harsh considering all the circumstances involving the incident.

Resolution Requested: To have his employment reinstated with all seniority, good days, shift, and to be made whole.

Contract Articles: 24, 24.02

BACKGROUND

The Grievant, Paul Brown, was hired on June 5, 2006 as a Correction Officer by the State of Ohio Department of Rehabilitation and Correction and assigned to the Southeastern Correctional Institution. Leading up to termination of employment, the Grievant served as a Correction Officer for 17 ½ years.

On November 2, 2023, an inmate at the facility, Inmate [REDACTED] was in the dormitory location of the facility. He had been assigned to this location just 3 days earlier. He had no previously documented contact with the Grievant. It is possible the Inmate was planning to attend school classes. The Grievant was in the dormitory area, and he asked Inmate [REDACTED] where he was going. The Grievant stated to the Inmate that he is not permitted to go anywhere

without his permission. The conversation became difficult, and the Grievant lost his temper. The Grievant conducted a search of the Inmate's bunk area allegedly searching for contraband. The Grievant initiated a verbal confrontation with the Inmate. He shouted and screamed at Inmate [REDACTED] and aggressively shouted using profanity in a demeaning and threatening manner (mother f, pussy, cunt, bitch, etc.). This went on for a period of time. The Grievant then stated to the other Inmates in the sleeping area that they should "tune him up" if they did not want him to act in a retaliatory manner. The Grievant located a J-player which belonged to Inmate [REDACTED] which was contraband. He smashed the player by hitting it on a gate. The actions, on the part of the Grievant, were recorded on his body camera.

Following the verbal confrontation, Captain Lou Vamos wrote an incident report regarding the matter on the day of the incident. Investigator Jeremy Jewell conducted an investigation and interviewed a number of employees and inmates including the Grievant. Video from the body camera was reviewed along with confidential statements from two inmates. The Grievant was placed on administrative leave on November 3, 2023. He had been read and he signed his "Garrity Right" statement. A pre-disciplinary hearing was conducted on December 12, 2023, and the report was issued on December 18, 2023. Notice of Disciplinary Action, Removal from the Grievant's position of Correction Officer, was drafted on December 19, 2023. The notice of removal was served on the Grievant on January 4, 2024. The removal was based upon the violations of Rule 5 C, Rule 38 and Rule 44. Joint stipulation # 6 includes the specifics of each Rule violation.

At the time of the removal, the Grievant's record reflected one active discipline, a two day suspension for unauthorized use of force. The Grievant provided the Department with a

Physician's statement indicting that he was being treated for high blood pressure and that he suffered from depression and anxiety. The statement indicated that he was taking medication for both conditions which were caused by recovery from alcohol and tobacco addiction.¹

POSITION OF THE EMPLOYER

The Employer states that Inmate [REDACTED] had only moved into the housing unit three days prior to the incident with the Grievant. He had no interaction with the Grievant prior to the November 2, 2023 incident. The Inmate stated to the Grievant that he was attempting to go to school. The Grievant immediately became irate and stated he could only leave based on his permission. The Employer contends that the Grievant conducted a retaliatory search. A verbal confrontation occurred, and the Grievant screamed and shouted at the Inmate using profanity and called him a variety of profane and insulting names. He made a derogatory statement regarding the Inmate's mother. Then the Grievant incited other inmates in the bunk area to "tune him up," which had the potential to place Inmate [REDACTED] life and safety in jeopardy. The Grievant confiscated the Inmate's J Player as contraband and destroyed it by smashing it on a gate. The Employer states that all of these acts were recorded on the Grievant's body camera. The Grievant's actions are not disputed by the Union.

During the investigation of the incident, the Grievant did not deny the allegations which resulted in his removal. He stated, "I was just as guilty." During the arbitration hearing, management witnesses all testified that the behavior of the Grievant was unacceptable for any Correction Officer. During the arbitration hearing, the Union acknowledged that the Grievant's

¹ Exhibit 4, page 21.

behavior was troubling. The evidence in this case supports the termination of the Grievant's employment.

The Union has presented arguments regarding the Grievant's medical issues, state of mind, and recent withdrawal from alcohol and tobacco. The Union has the burden of proof regarding these defenses but failed to provide documentation to support mitigation of the penalty. Testimony in this respect was hearsay. There was no testimony from an EAP representative to support the position of the Union that the Grievant was attending AA meetings and was participating in the EAP program. There was no documentation to support a diagnosis or program of rehabilitation.

It is generally understood that the term "tuning him up" indicates that an inmate would be subject to physical harm. The Grievant made it clear to those in the Inmate's bunk area that he knew other inmates possessed contraband. This threatening statement resulted in Inmate [REDACTED] being the target of a physical altercation with another inmate two weeks following the incident with the Grievant. This was a direct result of the Grievant's threats to the Inmate and others in the bunk area. The Employer asserts that the Grievant's intention was to cause harm to Inmate [REDACTED]. The Employer states that the actions of the Grievant could have evolved into a facility-wide disturbance similar to the riot which occurred at Lucasville in 1993.

The Grievant's record includes a two-day working suspension for unauthorized use of force. Testimony indicates that this was an aggressive act. Further, Inspector Miller read into the record five complaints which had been filed against the Grievant by inmates in which the Grievant's behavior was an issue including the use of profanity, shouting and screaming in the face, racist statements and other prohibited behavior. The noted complaints had been filed in

2022, 2023 and as recent as August 17, 2023, just a few months prior to the incident involving Inmate [REDACTED] The questionable behavior of the Grievant has been going on for a number of years.

The discipline grid indicates that violations of Rules 38 and 44 call for either a five-day suspension, the maximum penalty allowable by the collective bargaining agreement, or termination of employment. The Employer states that it has followed the principle of progressive discipline. Abusive behavior towards any individual under the supervision of the Department of Rehabilitation and Correction must not be condoned. A Correction Officer must act in a controlled manner regardless of the circumstances including the possibility of "having a bad day." The Employer states that there is more than sufficient evidence to prove just cause and requests that the grievance be denied in its entirety.

POSITION OF THE UNION

The Union states that termination of employment was an excessive penalty. Throughout his lengthy career as a Corrections Officer, the Grievant has demonstrated reliability, dedication and professionalism. At the time of his removal, the Grievant only had a two-day working suspension on his record. He took ownership of and accepted a disciplinary agreement in this case. His performance evaluations, during the past years, reflect "meets or exceeds." While the Employer attempted to downplay the excellent performance evaluations by stating that the evaluator, Lieutenant Cox, provides this level of evaluation for all seasoned employees, the documents stand as written, and there was no evidence to support the Employer's claim. The Union notes that the Grievant received a letter of commendation as "Contraband Warrior of the

Month” in January 2022, and he received recognition for his work with the Ohio National Guard during the COVID pandemic.

The Union states that the Grievant has expressed regret for his actions, and he cooperated with the investigation. He offered to reimburse for the broken J-player. He did not dispute the facts regarding the incident with Inmate [REDACTED]

The behavior on November 2, 2023 was not in character. Sergeant Wachenschwanz testified that the Grievant interacted well with inmates and other employees. He testified that the Grievant was going through a difficult time. The Grievant realized that alcohol and tobacco were impacting his health. He quit both and went “cold turkey” a few weeks prior to the incident on November 2, 2023. This presented emotional and physical challenges that effected his mood and professionalism. He was also dealing with challenging family issues. The Grievant was attending AA meetings and counseling, and he was prescribed a medication regimen for anxiety and depression. The Union offers this background as mitigating factors which the Employer should have considered when deciding to terminate the employment of the Grievant.

The Employer has attempted to paint a picture that the Grievant had similar experiences in the past involving inappropriate behavior with inmates. The Employer cited a number of inmate complaints over the past few years. The Grievant had no knowledge of these complaints. There was no administrative investigation for any of the alleged complaints. The Union states that there is no evidence that management ever discussed the complaints with the Grievant and no documentation that these matters were brought to his attention. Inspector Miller testified that there were complaints made by inmates against the Grievant, but he stated that he had no knowledge that management ever discussed the issues with him. No counseling

or discipline were a result of these alleged complaints. They cannot be used against the Grievant in this matter.

The Union states that the Employer indicated that Inmate [REDACTED] was physically confronted two weeks following the November 2, 2023 incident based on statements by the Grievant that he should be “tuned up.” The Union states that there was no evidence that the confrontation was a result of the Grievant’s statement. There was no documentation, evidence or staff testimony to support the Employer’s claim.

Throughout the investigation, the Grievant was honest about his actions and has expressed remorse. The Union states that the Grievant’s actions warrant some disciplinary level, but termination of employment is disproportionately harsh. The Grievant has an excellent service record and the mitigating factors surrounding the incident deserve consideration. He is committed to his recovery and, if reinstated, will enter the Employee Assistance Program. The Union requests that its grievance be sustained and reinstatement of the Grievant. The Union requests that the Grievant be made whole.

ANALYSIS AND OPINION

The actions of the Grievant are undisputed. His verbal confrontation with the Inmate cannot be justified. The level of profanity was extreme and insulting and clearly in violation of policy. It appears, as the Employer argues, that the shakedown, in an attempt to locate contraband, may have been retaliatory. The Grievant’s actions could have escalated in the dorm area affecting the safety of other inmates. Using the term “tune-up” in the presence of other inmates may have created a safety concern, and Inmate [REDACTED] was confronted by another

inmate at a later time although it is questionable if it was a result of the statements made by the Grievant. Professional behavior on the part of Correction Officers is critical in respect to the safety of inmates, Correction Officers and employees. Inmates must be treated firmly at times, but their rights as persons must never be compromised. The Grievant's behavior on November 2, 2023 was in violation of these principles and policies of the Department.

The record of the Grievant includes a two-day working suspension. The Grievant testified that this is the only discipline received during his 17 ½ years of service as a Correction Officer. This statement was uncontroverted. This record is a mitigating factor based upon the principle of just cause.

The Employer, during the arbitration hearing, cited five complaints filed against the Grievant by inmates between 2021 and 2023. The complaints (inmate initiated grievances) related to profanity and disrespectful behavior on the part of the Grievant. The Employer has argued that this evidence supports the fact that the Grievant has a history of aggressive and abusive behavior. Nevertheless, this evidence and argument are not found to be relevant in this matter. The Notice of Disciplinary Action, issued on January 4, 2024, does not include these alleged complaints or incidents. This disciplinary case is limited to the actions of the Grievant on November 2, 2023. Further, evidence supports the Grievant's response that he was not aware of any of the complaints. Management never brought these issues to his attention. He was, therefore, never counseled, reprimanded or disciplined regarding the complaints. Evidence suggests that the Employer never conducted investigations. The Employer's attempt to bring these issues for consideration at arbitration, in this matter, is an overreach and "piling on." In response to matters of this nature, the editor of Elkouri elicits the following conclusion.

While an employer may have the right to post notations alleging rule infractions on employee records, the failure of the employer to notify employees of alleged infractions at the time of occurrence precludes the employer from using the notations to support disciplinary action at a later date, because employees should not be required to disprove stale charges. Nor would an arbitrator consider past rule infractions for which the employee was in no way reprimanded, or past warnings that had not been put in such form as to make them subject to a grievance.²

The editors of Elkouri supplement this conclusion with a number of awards at arbitration as found in Labor Arbitration Reports (BNA). It is determined that the evidence, which includes the noted complaints and supporting argument are not relevant in this matter and are not considered in the determination of just cause.

The Union has argued that the behavior of the Grievant on November 2, 2023 was caused in part by medical issues and that he probably should have taken sick leave on the day in question. The Grievant provided the Employer with a memo from Arbor View Family Medicine, Inc. indicating that he was experiencing high blood pressure along with depression and anxiety due to his recovery from alcohol and tobacco addiction. The Grievant also suggested that he was involved in the Employee Assistance Program (EAP). The Employer argues that these issues are not sufficient to justify his behavior and confrontation with Inmate [REDACTED]. There was no testimony from a medical professional or from an EAP counselor to support the Union's and Grievant's assertions. The Employer's argument has merit. There is insufficient evidence to support the Union's and Grievant's contention that medical and personal matters led to his loss of control.

² How Arbitration Works, Elkouri & Elkouri. Eighth Edition, Chapter 15 – 70.

The Union has argued, that the Grievant's behavior on November 2, 2023 was out of character and was an anomaly. There is merit to this assertion. Exhibit 7, pages 166 through 217, are performance evaluations dated from 2019 through August 2023. Across the board, the evaluations determine that the Grievant either meets or, in many cases, exceeds expectations. They portray an excellent employee. This is true, in particular, in areas devoted to professionalism and appropriate relationships with inmates. Just prior to the November 2, 2023 incident, the Grievant's evaluation, dated August 9, 2023, included the following statements.

Develops and maintains professional interactions and appropriate rapport and credibility with inmates. Takes only appropriate and/or reasonable risks and understands the importance of boundaries between inmates and Correction Officers.

Officer Brown works to maintain professional relationships with our multicultural Offender population. He has built a credible rapport with our multicultural population. Officer Brown fully understands the need for boundaries and limitations between staff and Offenders.³

Most of the performance evaluations reflect this same level of professionalism and proper rapport with the inmate population. The Employer attempted to discredit the evaluations with the proposition that the evaluator grades all senior Correction Officers as meets or exceeds. This assertion lacks credibility as the performance evaluations speak for themselves and are official Department documents located in personnel files and which have certainly been reviewed by higher management. The evaluations of the Grievant included numerous details and specifics. The evaluations of the Grievant along with his length of service allow for consideration of mitigation concerning the level of disciplinary penalty. Furthermore, Sergeant Wachenschwanz testified during the arbitration hearing that the Grievant interacted well with

³ Exhibit 7, page 211.

inmates. He stated that the Grievant was respected by inmates and that the November 2 incident was out of character. Correction Officer Swaro testified that the Grievant worked well with inmates and that some still asked about him. He testified that he was surprised by the incident knowing the Grievant's relationship with inmates. Captain Vamos, who testified for the Employer, stated on cross-examination that he had worked with the Grievant for approximately three years and that he was a good employee. To be clear, this evidence in no way justifies the behavior of the Grievant on November 2, 2023, but it suggests an isolated incident and goes toward mitigation. It is noted that the Employer, at the onset of the arbitration hearing on November 23, 2024, requested that the arbitrator visit the site of the November 2, 2023 incident at the Southeastern Correctional Institution. The advocates and arbitrator entered the building and then proceeded to the involved dorm area. The Grievant, of course, was present. The arbitrator observed the warm reception the Grievant received by Correction Officers on duty as well as, what appeared to be, congenial and friendly receptions by a number of inmates who were in the area. The facility is a Level 1 and Level 2 facility which allows inmates the freedom to move about their assigned building and dorm areas.

The Grievant served as a Correction Officer at Southeastern Correctional Institution for 17 ½ years. He had one active discipline in his personnel file at the time of the termination of his employment. In his written statement, which was submitted as part of the pre-disciplinary hearing process, he stated: "This is only my 2nd write-up in almost 18 years of service." He further stated that his evaluations have always been "meets" or "exceeds" with no "below meets" or needs improvement.⁴ The length of service and overall work record must be

⁴ Exhibit 4, page 20.

considered as factors toward mitigation of the disciplinary penalty. It is also noted that the Grievant took ownership for his actions from the beginning. In his written statement, which was submitted prior to the pre-disciplinary hearing, the Grievant stated: "I have no excuses for my actions and know that I was very wrong and unfair that day." Evidence indicates that the Grievant apologized to Inmate [REDACTED] later in the day following the incident.

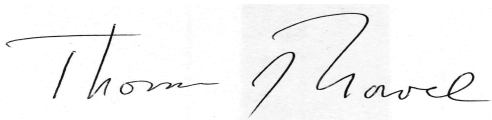
The egregious behavior and actions of the Grievant on November 2, 2023, captured on video with audio, were in violation of Department policy and the decency which is expected of Correction Officers in their supervision and oversight of inmates. It is herein determined that the Grievant's actions on November 2, 2023 were in violation of Rule 5C, Rule 38 and Rule 44 of the Department as elicited in the Notice of Disciplinary Action. Nevertheless, based on the Grievant's past work record, length of service with the Department, the Department disciplinary grid, and issues raised in this Analysis and Opinion, the termination of the Grievant's employment is reduced to reinstatement with no back pay. Upon the Grievant's return to employment, he is required to participate in the Employer's Employee Assistance Program and provide evidence to the Employer of participation for as long as Program administrators determine the need for services. The Grievant is to be assigned to the shift he worked at the time of his removal. The Employer will initially determine his assigned Post upon reinstatement.

AWARD

The grievance of the Union is sustained in part and denied in part. The termination of the employment of the Grievant was not for just cause based on those issues as cited above. The Grievant is reinstated with no back pay. Time following termination of employment will

serve as the maximum disciplinary suspension pursuant to Section 24.02 of the collective bargaining agreement. The Grievant is required to participate in the Employer's Employee Assistance Program as a condition of reinstatement and will provide to management evidence of participation for as long as the EAP determines the need for services. The Grievant is to be reinstated to the shift he held prior to the time of his removal. The Employer will initially determine his assigned Post upon reinstatement. The Grievant's seniority is reinstated minus time from removal to reinstatement. His personnel file will reflect the mitigated disciplinary penalty. The Grievant is to be reinstated no later than two full pay periods from the date of this Award. The arbitrator retains jurisdiction for purposes of remedy only for 45 days from the date of this Award.

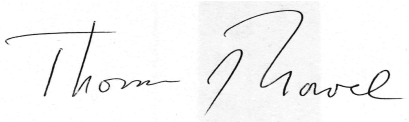
Signed and dated this 16th day of December 2024 at Lakewood, Ohio.

A handwritten signature in black ink that reads "Thomas J. Nowel". The signature is written in a cursive style with a large, stylized 'T' and 'N'.

Thomas J. Nowel, NAA
Arbitrator

CERTIFICATE OF SERVICE

I hereby certify that, on this 16th day of December 2024, a copy of the foregoing award was served, by way of electronic mail, upon James Adkins, Labor Relations Officer 3, State of Ohio Department of Rehabilitation and Correction; Eric Eilerman, Ohio Office of Collective Bargaining; and Tim Watson, Staff Representative, Ohio Civil Service Employees Association, AFSCME Local 11.

A handwritten signature in black ink that reads "Thomas J. Nowel". The signature is written in a cursive style with a large, stylized "T" and "N".

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