

#151

IN THE MATTER OF ARBITRATION

BETWEEN

OHIO DEPARTMENT OF MENTAL RETARDATION  
AND DEVELOPMENTAL DISABILITIES

AND

OHIO CIVIL SERVICE EMPLOYEES ASSOCIATION

LOCAL NO. 11, AFSCME AFL-CIO

MARVIN STRICKLAND, GRIEVANT

THOMAS P. MICHAEL, ARBITRATOR  
COLUMBUS, OHIO

Grievance No. G-87-1526, Marvin Strickland

Grievance Re: 5-day Suspension of 1/2/87-1/8/87,  
Marvin Strickland

This is a proceeding pursuant to Article 25, Sections 25.03 and 25.04, Arbitration Procedures and Arbitration Panel, of the Contract between the State of Ohio, Department of Mental Retardation and Developmental Disabilities, (hereinafter "Employer") and the Ohio Civil Service Employees Association, Local 11, AFSCME/AFL-CIO, (hereinafter "Union").

Pursuant to the Contract, the parties selected Thomas P. Michael as the Arbitrator. The hearing was commenced at the Office of Collective Bargaining on February 11, 1988.

The parties thereupon presented to the Arbitrator an oral stipulation setting forth the terms of a settlement of this proceeding. At the request of the parties, this Arbitrator has reduced that agreement to the form of this Award. Upon questioning by the Arbitrator the Grievant, Marvin Strickland, acknowledged that he understood and concurred with the terms of this Award.

APPEARANCES:

For the Employer:

Michael Duco  
Office of Collective  
Bargaining

For the Union:

Daniel S. Smith, General Counsel  
Steven Lieber, Staff Representative  
OCSEA/AFSCME Local 11

## FACTUAL BACKGROUND

The Grievant, Marvin Strickland was employed by the Department of Mental Retardation and Developmental Disabilities ("Employer") as a Hospital Aide assigned to Broadview Developmental Center, Cleveland, Ohio. This employee began work in that capacity effective October 3, 1982 and was removed effective March 15, 1987. Prior to his dismissal the Grievant had received a five-day suspension without pay in January, 1987. Both the removal order and five-day suspension are subjects of this Award.

## AWARD

I. The grievance relating to Grievant's five-day suspension of January 2, 5, 6, 7 and 8, 1987, is withdrawn.

II. Grievant is reinstated to the position of Hospital Aide at Broadview Developmental Center effective with the work week commencing on February 21, 1988. Grievant's job assignment will be subject to the work area agreement between the parties.

III. Grievant is granted full seniority credit from the date of his termination until his reinstatement as though he had been continuously in the employ of Employer.

IV. The removal of Grievant is hereby modified to a thirty-day suspension without pay. The personnel records of Grievant will be modified to reflect that during the remainder of his time lost he was in an approved leave without pay status.

V. Employer will make a lump sum payment to Grievant in the gross sum of Five Hundred Dollars (\$500.00), as reduced by

appropriate withholding for taxes.

VI. The Grievant is not subject to disciplinary actions arising out of incidents allegedly occurring on January 27, 1987, through and including February 1, 1987. Nor is Grievant subject to any disciplinary actions as a result of any application for any benefits whatever related to the aforesaid dates.

VII. This Award is for purposes of this matter only and is in no way to be considered precedent setting. This Award is not to be introduced, referred to or in any way utilized in any subsequent arbitration, litigation or administrative hearing.

  
Thomas P. Michael, Arbitrator

Rendered this Eleventh day  
of February, 1987, at  
Columbus, Franklin County, Ohio

CERTIFICATE OF SERVICE

I hereby certify that the original Opinion and Award was mailed to Eugene Brundige, Deputy Director, Ohio Department of Administrative Services, 65 East State Street, 16th Floor, Columbus, Ohio 43215, with copies of the foregoing Opinion being served by United States Mail, postage prepaid, this 11th day of February, 1988, upon: Michael Duco, Office of Collective Bargaining, 65 East State Street, Columbus, Ohio 43215; and Daniel S. Smith, General Counsel, OCSEA/AFSCME Local 11, 995 Goodale Boulevard, Columbus, Ohio 43212.

  
Thomas P. Michael