

IN THE MATTER OF ARBITRATION BETWEEN:

The State of OHIO  
Dept. of Mental Health  
Oakwood Forensic Center  
- And -  
OCSEA LOCAL 11

23-12(89.11.22)-0065-01-03;  
23-12(90.04.17)0191-01-03

SIX-DAY SUSPENSION AND  
REMOVAL OF DONALD PARKS

Both disciplinary impositions were  
appealed to arbitration and heard  
in ~~London~~<sup>Lima</sup>, Ohio on October 4, 1990.

During the course of the hearing,  
the representatives of the parties  
developed a compromise which  
was acceptable to the Employer, the  
Union, and the Grievant. The  
specifics of the settlement were:

- Grievant shall be reinstated  
to his job, with unbroken seniority,  
at the pay range, step (with <sup>then</sup> accumu-  
lated credit towards advance steps)  
which he occupied on the date  
of his removal.

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1  
2 2. Reinstatement shall occur on  
3 or before the beginning of the pay  
4 period starting October 21, 1990.  
5

6 3. Grievant shall receive no  
7 back pay or compensation for  
8 lost benefits.  
9

10 4. Grievant shall execute a general  
11 release of the Employer, its agents,  
12 employees and assigns, and of  
13 the Union, its agents, employees and  
14 assigns, encompassing all claims,  
15 causes of action, present or  
16 future, arising out of any  
17 employment actions which have  
18 occurred to date. Said release  
19 shall be in consideration of  
20 the reinstatement.  
21

22 5. The grievance protesting the  
23 six-day suspension shall be  
24 withdrawn or dismissed, and  
25 the time elapsed between the removal  
26 and the reinstatement shall be  
27 recorded as a disciplinary suspension.  
28

6. Notwithstanding anything else set forth herein, Grievant's reinstatement shall be conditioned on a voluntary Last-Chance Agreement executed by Grievant and the Union. The Last-Chance Agreement shall influence Grievant's contractual just-cause entitlements until April 19, 1992. Until then, the Employer shall be entitled to remove Grievant for violating attendance rules or for any other serious violation of employment responsibilities.

## AWARD

In accordance with the mutual instructions of the parties, the terms and conditions herein set forth are incorporated as an arbitral award, intended to have the conclusive force and binding effect of any other award issued pursuant to Article 25 of the Agreement.

Oct 4, 1990

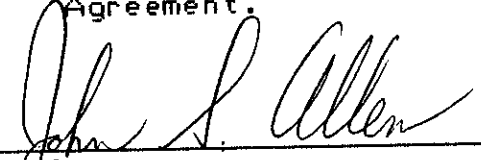
John Dwork  
Arbitrator

## LAST CHANCE AGREEMENT

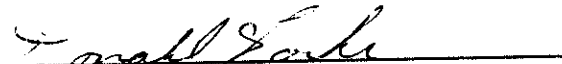
October 4, 1990

Pursuant to an arbitral award issued October 4, 1990, the Undersigned hereby agree that Donald Parks shall be reinstated to the position of Psychiatric Attendant at Oakwood Forensic Center on or before the pay period beginning October 21, 1990. Said reinstatement is on the following conditions which are voluntarily accepted by Donald Parks and OCSEA, Local 11, AFL-CIO, as his representative:

1. Until April 19, 1992, Donald Parks' continued employment shall be secure (subject to legitimate cutbacks) only so long as he is regular in attendance and complies with his employment responsibilities.
2. Should Donald Parks violate attendance regulations or commit other serious violations of employment responsibilities prior to April 19, 1992, the Employer shall be entitled to remove him summarily without resorting to progressive discipline in accordance with Section 24.02 of the Collective Bargaining Agreement.
3. By executing this memorandum, Donald Parks and OCSEA, Local 11, AFL-CIO, acknowledge and voluntarily accept until April 19, 1992, the inherent diminishment of this employee's Contractual Just Cause entitlements set forth in Article 24 of the Agreement.

  
\_\_\_\_\_  
Employer

  
\_\_\_\_\_  
OCSEA, Local 11, AFL-CIO

  
\_\_\_\_\_  
Employee

**R E L E A S E**

In consideration of my reinstatement to my job, and as part of the negotiated settlements of my grievances (#23-12-(88-11-02)-0165-01-03 and #23-12-(90-04-17)-0191-01-03), I, Donald Parks, hereby release the State of Ohio, Department of Mental Health and the Ohio Civil Service Employees Association, Local 11, AFL-CIO, their agents, employees and assigns from all claims, causes of action, whether known or unknown to me arising out of any and all employment actions and Union representatives to date.

Donald Parks 10-4-90  
Employee Signature Date

Before me, a notary public, in and for the State of Ohio, personally appeared Donald Parks, who having first been sworn according to law, affirmed that the foregoing release was voluntary, executed with full understanding and constituted his free act and deed. He did thereafter execute the release by affixing his signature in my presence this 4th day of October, 1990.

[Signature]  
Notary Public  
State of Ohio  
My Commission has no expiration date.