

ARBITRATION SUMMARY AND AWARD LOG

OCB AWARD NUMBER: 605

OCB GRIEVANCE NUMBER: 14-00-900705-0054-01-07

GRIEVANT NAME: SHACKLEFORD, LAWRENCE

UNION: OCSEA/AFSCME

DEPARTMENT: HEALTH

ARBITRATOR: RIVERA, RHONDA

MANAGEMENT ADVOCATE: D'ARCY, MICHAEL

2ND CHAIR: COE/JOHNSON

UNION ADVOCATE: PORTER, JOHN

ARBITRATION DATE: JANUARY 10, 1991

DECISION DATE: JUNE 4, 1991

DECISION: DENIED

CONTRACT SECTIONS

AND/OR ISSUES: TERMINATION FOR UNCONTROLLABLE TEMPER, MAKING  
VERBAL THREATS OR THREATS OF PHYSICAL HARM AND  
USING ABUSIVE LANGUAGE.

HOLDING: AT THE CLOSE OF THE HEARING, THE ARBITRATOR INDICATED SHE  
WOULD UPHOLD THE TERMINATION. HOWEVER, SHE SUGGESTED A SETTLEMENT  
BASED ON TESTIMONY OF UNUSUAL FAMILY PROBLEMS. EMPLOYER & UNION  
AGREED TO OFFER THE GRIEVANT A "LAST CHANGE AGREEMENT" BASED ON HIS  
PARTICIPATION IN THE OHIO EMPLOYEE ASSISTANCE PROGRAM. GRIEVANT,  
BY LETTER TO HIS UNION DATED 2/11/91, REFUSED TO SIGN AND ABIDE BY  
THE LAST CHANGE AGREEMENT. ARBITRATOR THEREFORE REINSTATES HER  
AUTHORITY IN THIS CASE AND UPHOLDS THE REMOVAL FOR JUST CAUSE.

ARB COST: \$225.00

#605

In the Matter of the  
Arbitration Between

OCSEA, Local 11  
AFSCME, AFL-CIO

Grievance No. 14-00-900705-  
0054-01-07

Union

Grievant Lawrence Shackelford

and

Hearing Date: January 10, 1991

State of Ohio  
Ohio Department of Health

Award Date: June 4, 1991

Employer.

For the Union: John Porter, Esq.  
Dane Brady, Esq.

For the Employer: David White, ODH  
Tim Wagner, OCB

AWARD

On January 10, 1991, the Arbitrator heard the Grievance of Lawrence Shackelford. At the close of the evidence, the Arbitrator indicated that she would find just cause for the Grievant's dismissal. However, she asked both the Employer and Union to consider a settlement. She suggested a settlement because testimony had indicated that unusual family problems may have indirectly provoked the dangerous conduct of the Grievant.

With the mediation efforts of the Arbitrator, the Employer and Union agreed to the reinstatement of the Grievant under a last chance agreement. The agreement was approved by the Arbitrator. (See attachment.)


The Grievant, by letter to his Union dated February 11, 1991, has refused to sign and abide by the Last Chance Agreement. (See attachment.) Consequently, the Union and the Employer have returned the matter to the Arbitrator.

The Arbitrator, on January 10, 1991, found just cause for the Grievant's discipline.

Award

Grievance is denied.

June 4, 1991  
Date

  
Arbitrator

**LAWRENCE SHACKELFORD  
LAST CHANCE AGREEMENT**

The Ohio Department of Health (ODH), Ohio Civil Service Employees Association (OCSEA) and Lawrence Shackelford (Employee) agree to enter into this last-chance contract pursuant to the bench decision by Arbitrator Rivera in grievance #14-00-900705-054-01-07 wherein the employee agrees to seek assistance to deal with the problem of uncontrollable temper, making verbal threats or threats of physical harm and using abusive language.

The employee understands this last-chance agreement will be in effect for a period of 2 (two) years from the date of signing. The employee will strictly follow any treatment plans developed by a treatment provider designated by Arbitrator Rhonda Rivera. The employee also agrees that the Ohio Employee Assistance Program (E.A.P.) will monitor the employee's compliance in keeping appointments and complying with any treatment requirements. Such verification will be made by an E.A.P. Case Monitor. Initially, the employee is required to seek counsel from his Pastor (name) at least once each week for the first three months of this agreement.

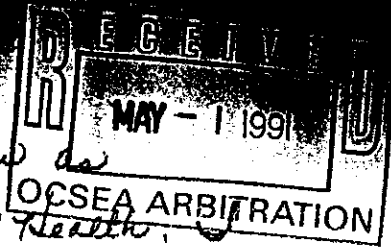
If ODH is unable to secure needed information from the Case Monitor, the employee shall provide the ODH representative with such information within five (5) days of request.

The employee agrees to participate in any follow-up care as recommended or required by the provider and/or Arbitrator Rivera, and agrees that verification of compliance is to be provided to the ODH designee by the Case Monitor.

The ODH agrees that, so long as this agreement is complied with in good faith, the discipline of termination shall be held in abeyance. Effective June 25, 1990, Mr. Shackelford will be listed as on suspension without pay until \_\_\_\_\_, 1991.

The employee understands and agrees that further occurrences of insubordination or failure of good behavior shall result in his termination from employment without appeal. The employee understands that refusal to follow direct orders is insubordination. Any verbal altercation with supervisors, co-workers, contractors, law enforcement officers or the general public during work hours or in activities related to work shall be considered failure of good behavior. Verbal altercations include, but are not limited to, use of abusive or vulgar language; threatening to inflict harm, name calling, etc. The employee shall not possess a weapon of any kind while on state time or in a state vehicle including anything described as a knife. Possession of such a weapon shall constitute grounds for termination. Any attempt to threaten physical harm by use of his person, a weapon, or any object that could inflict harm will be grounds for immediate termination without appeal.

Any violation of this agreement by the employee will result in the termination of Mr. Shackelford from employment with ODH. The employee and the union may grieve only whether the incident which prompted the termination took place.



Under Protest, I resign from my position as  
 Plumbing Inspector with The Ohio Dept. of Health.  
 Cannot accept the unfair rules and Conditions given to  
 me in Order to return to my job (Sign them or be  
 terminated) such as:

- ① refusing use of State Vehicle
- ② Waiving rights to legal action

Post-It™ brand fax transmittal memo 7671		# of pages ▶ 2
To <i>Dave Bradley</i>	From <i>Dave White</i>	
Co.	Co. <i>ODH</i>	
Dept.	Phone # <i>466-2434</i>	
Fax # <i>487-1526</i>	Fax #	

Effective FEB 11, 1991

I feel I am being accused, discriminated against, and  
 employment under these conditions would be unbearable  
 and an end of employment would be a matter of time  
 as seen to by authoritative figures.

These conditions were not imposed on me during my  
 employment for nine years and I protest them being  
 so now.

*Laurence Mitchell*

Received  
 2/11/91  
*[Signature]*

DATE 2-11-91