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In the Matter of Arbitration Between

OHIO CIVIL SERVICE EMPLOYEES  
ASSOCIATION, LOCAL 11, AFSCME,  
AFL-CIO

CONSENT AWARD

Anna DuVal Smith, Arbitrator

and

Case No. 27-16-(97-12-01)-2784-01-03

OHIO DEPARTMENT OF REHABILITATION  
AND CORRECTIONS

Kathleen S. Wilkins, Grievant  
Removal

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Hearing

A hearing was held at 10:25 a.m. on October 23, 1998 at the Marion Correctional Institution in Marion, Ohio, before Anna DuVal Smith, Arbitrator, who was selected by the parties pursuant to the terms of their collective bargaining agreement. In attendance for OCSEA were Mike Hill (Advocate), Patty Graham (Second Chair), Jolene Nelson (Chapter Representative), and the Grievant, Kathleen Wilkins. In attendance for the State were Teri Decker (Advocate), Jim Lendavic (Second Chair, Office of Collective Bargaining) and Kevin P. Shafer (Labor Relations Officer). The parties stipulated the matter was properly before the arbitrator for final and binding decision. Joint documents admitted into evidence were the Collective Bargaining Agreement, the Grievance Trail, Last Chance Agreement, Last Chance Violation Memo, Clock In/Clock Out Report, Termination Package, Disciplinary History of the Grievant, Training Record of the Grievant, and the Grievant's sign-off on Standards of Employee Conduct (Joint Ex. A-1). The parties were afforded a full opportunity to examine witnesses, present documents and to argue their respective positions. Following opening statements, review of joint exhibits and a discussion with the Arbitrator, the parties agreed on a disposition of the case, which is fully endorsed by the Arbitrator as written below at length. The hearing concluded at 11:00 a.m., whereupon the record was closed.

Consent Award

The Grievant is to be reinstated and transferred to North Central Correctional Institution (NCCI) as Correctional Officer, where she will commence working no later than the pay period beginning November 9, 1998. She will receive no back pay, but will retain her State seniority. Institutional seniority will commence the day she commences work at NCCI. Time off from November 17, 1997 to the day she commences work will be carried as approved leave without pay. For the purpose of her disciplinary history, the time of approved leave without pay shall not count towards the disciplinary purge period. The Grievant will serve a one-year last chance agreement according to NCCI current practice regarding due process effective October 23, 1998, for violations of Rules 2B, 3B and 3H. The Arbitrator retains jurisdiction during the life of the Last Chance Agreement, which is attached to this award and incorporated therein. This award is nonprecedent-setting.

*Anna DuVal Smith*  
Anna DuVal Smith, Ph.D.  
Arbitrator

October 23, 1998  
Marion County, Ohio

LAST CHANCE AGREEMENT

THE FOLLOWING CONSTITUTES A LAST CHANCE AGREEMENT BETWEEN

Kathleen Wilkins CSEA, LOCAL 11, AND THE DEPARTMENT OF: DRC

IN CONJUNCTION WITH THE DEPARTMENT OF ADMINISTRATIVE SERVICES,  
HUMAN RESOURCES DIVISION, OFFICE OF COLLECTIVE BARGAINING.

THE DEPARTMENT AGREES TO:

1. REINSTATE AND TRANSFER MS. WILKINS TO THE NORTH CENTRAL CORRECTIONAL INSTT.
2. EVALUATE THE PERFORMANCE OF MS. WILKINS DURING THE ONE YEAR PERIOD FROM 10/23/98 WITH A POSSIBLE REDUCTION OF THE PENDING THE EMPLOYEE AGREES: DISCIPLINARY ACTION.

1. TO HAVE NO VIOLATION OF RULES 2B, 3B OR 3H (S.O.C.) FOR A PERIOD OF ONE (1) YEAR EFFECTIVE 10/23/98.

X  
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X

~~4. THE PARTICIPATION AGREEMENT IS DESIGNED TO MONITOR THE ATTENDANCE AND PARTICIPATION IN THE PROGRAM. FAILURE TO ENTER INTO OR COMPLETE AN E.A.P. PROGRAM, OR FAILURE TO SIGN AN E.A.P. PARTICIPATION AGREEMENT WILL CONSTITUTE A BREACH OF THE LAST CHANCE AGREEMENT AND WILL RESULT IN TERMINATION.~~

*Matt D*

IT IS AGREED BY ALL OF THE PARTIES THAT IF THE EMPLOYEE VIOLATES THE LAST CHANCE AGREEMENT, THE E.A.P. PARTICIPATION AGREEMENT, OR IF THERE IS CONTINUED VIOLATION OF 2B, 3B, 3H \_\_\_\_\_; THE APPROPRIATE DISCIPLINE SHALL BE TERMINATION FROM HIS/HER POSITION. THE DEPARTMENT NEED ONLY PROVE THAT THE EMPLOYEE VIOLATED THE ABOVE AGREEMENT(S)/RULL(S). THE ARBITRATOR SHALL HAVE NO AUTHORITY TO MODIFY THE DISCIPLINE. ALL PARTIES ACKNOWLEDGE THE WAIVER OF THE CONTRACTUAL DUE PROCESS RIGHTS TO THE EXTENT STATED ABOVE.

THIS LAST CHANCE AGREEMENT IS IN FORCE AND EFFECT FOR ONE YEAR FROM THE DATE OF THE GRIEVANT'S SIGNATURE ON THIS AGREEMENT. THE AGREEMENT SHALL BE EXTENDED BY ANY PERIODS OF LEAVE IN EXCESS OF 13 DAYS INCLUDING, BUT NOT LIMITED TO, VACATION, PERSONAL LEAVE, SICK LEAVE, DISABILITY, AND WORKERS' COMPENSATION.

EMPLOYEE *Michael S. Hill* DATE *10-23-98*

UNION *Michael S. Hill* DATE *10-23-98*

DEPARTMENT *Di Decker* DATE *10/23/98*.

OCB REPRESENTATIVE *JM Landauer* DATE *10/23/98*