
In The Matter of the Arbitration

OPINION AND AWARD
Case No. 15-00-011212-0164-04-01

-between-

The Ohio State Troopers Association,
Inc., Unit 1

Briefs Received:
February 8, 2002

-and-

Decision Issued:
February 23, 2002

The State of Ohio
Department of Highway Safety
Ohio State Highway Patrol
Piqua, Ohio Post

#1553

ARBITRATOR: John J. Murphy
Cincinnati, Ohio

APPEARANCES:

FOR THE STATE:

Kevin D. Teaford
Ohio State Highway Patrol
1970 West Broad Street
Columbus, Ohio 43223

Also present:

Captain Robert J. Young
Executive Officer, Human Resources

Joshua P. Eldridge
Trooper

Jon T. Payer
Trooper

FOR THE ASSOCIATION:

Herschel M. Siegal
Ohio State Troopers Association
6161 Busch Boulevard, Suite 130
Columbus, Ohio 43229

Also present:

Grievant

Joshua P. Eldridge
Trooper

Jon T. Payer
Trooper

FACTUAL BACKGROUND:

This is a tragic matter involving the discharge of the Grievant, Trooper _____, effective Tuesday, November 27, 2001. The notice of his removal issued by the Director of the Ohio Department of Public Safety stated the reason:

You are being terminated for violation of Rule 4501:2-6-02 (1) (1) (3), Conduct Unbecoming an Officer and Rule 4501:2-6-02 (E), False Statement.

There was very little dispute as to the events that occurred early on the morning of Thursday, November 2, 2001, concluding sometime late in the evening of Friday, November 3, 2001. The following recitation of events was drawn from the testimony of the Grievant, Trooper _____; a friend of the Grievant and a colleague trooper, Jon Payer; a newly graduated trooper, Joshua Eldridge, who was, on November 2 and 3, 2001, engaged in a training program. The few differences in their testimony are resolved in this recitation in the finding of events on the key dates in question.

This recitation of events, however, leaves open and does not resolve the stark differences in the characterization of these events and the references intended by statements set forth in this recitation, such as "huge secret" in a conversation between the Grievant and Eldridge.

A) The Traffic Stop and Citation

Joshua Eldridge was a member of the 137th Patrol Academy Class that graduated on September 28, 2001. As customary with the patrol, he was then enrolled in a 60-day program of assignment to

a Field Training Officer (FTO), Trooper Coverstone. Since 85% of the work of a trooper is devoted to traffic enforcement, Eldridge rode with Coverstone while on patrol. During the first ten days of this assignment, Eldridge would act as an observer and a passenger in the patrol car under Coverstone's supervision. During the balance of the 60-day assignment, Eldridge was expected to make all the contacts with the traveling public as the patrol proceeded under the supervision of Coverstone.

The FTO program is designed to give newly commissioned troopers an opportunity to work with experienced troopers, the FTO, before engaging in ordinary patrol duties. Most patrol duties involve a single trooper operating a patrol car and enforcing traffic rules. The FTO is the mentor for the newly commissioned officer; the FTO sets standards for the new officer to meet, and does so by setting example in actual field operations. It appears that the Patrol requires the FTO to file a daily evaluation of the newly commissioned trooper, evaluating the trainee on nine criteria and commenting upon the trainee's performance during the patrol shift.

Since FTO Coverstone would be absent for a three day period, Eldridge was assigned to the Grievant as his FTO beginning on a shift commencing on November 1 at 11:00 p.m. and concluding at 7:00 a.m. on Thursday, November 2, 2001. While Eldridge had driven the patrol car under Coverstone's supervision, the Grievant elected to have Eldridge ride as a passenger because the Grievant was not

Eldridge's regular FTO, and was not familiar with Eldridge's prior performance.

At approximately 1:27 a.m., the troopers noted that a car was being driven at 93 mph in the 65 mile limit stretch of Interstate 75. The Grievant had the driver leave the vehicle and return to the back seat of the patrol car with the Grievant in the driver seat with Eldridge sitting next to the Grievant on the passenger side. The Grievant asked and received all the requisite information for issuing a complaint and a summons to appear in Sidney Municipal Court, Ohio on November 19th to answer to the charge of speeding at 93 mph. The violator was a 27-year-old Canadian female. She provided her Canadian telephone number and volunteered her cell phone telephone number.

As the Grievant explained, it was not uncommon for him to talk to violators about non-violation matters. During the course of the conversation in the patrol car, the Grievant observed that violator looked as if she had just had a manicure because "I could tell it's fresh." The violator did ask where she could find a rest room and was told by the Grievant to go to Exit 92.

After the conversation was concluded and the citation issued, the person returned to her car which remained stationery for about thirty seconds. At this point, the Grievant drove the patrol car on the grassy section adjacent to the violator's car. The Grievant conducted a conversation with the person as the Grievant sat in the driver's seat of the patrol car and the violator sat in the driver's seat of her car. All of the conversation dealt with non-

citation subjects. The violator said that she was a party girl and the Grievant responded, "that's not a bad thing." The Grievant stated to the person that he was from Cincinnati, works in Piqua, and stays at a friend's house, and also travels around the state working where he is needed. Eldridge testified that he said nothing during this 2-5 minute conversation alongside the person's car.

B) Subsequent Contact With the Violator

The Grievant and Eldridge continued their patrol and encountered a disabled truck. While Eldridge was fixing a flat tire on the truck, the Grievant called the person on her cell phone and hung up. She returned the Grievant's telephone call using her caller-ID information. She told the Grievant that she was stuck on the drive-thru lane at the Burger King.

The Grievant then drove the patrol car with Eldridge to the Burger King and positioned the patrol car to the rear of the parking lot. The Grievant then telephoned the person and gave directions from the drive-thru lane to the patrol car--some fifty feet away. When the person arrived near the patrol car, the Grievant left the patrol car, assumed the position of a baseball catcher and commenced a conversation with the person for 2-5 minutes. Eldridge remained in the patrol car.

As the Grievant returned to the patrol car, Eldridge heard the Grievant shout to the person: "Follow us." The Grievant drove to a nearby Comfort Inn situated behind the Burger King. The Grievant left the patrol car and had another conversation with the person

for a few minutes. The Grievant returned to the patrol car and Eldridge saw the person proceed toward the main entrance of the Comfort Inn.

The Grievant and Eldridge commenced their patrol and encountered still another disabled vehicle. It was stipulated that the patrol car was stopped to assist this disabled vehicle for eleven minutes with the stop concluding at 2:25 a.m. on November 2. Eldridge assisted the motorist while the Grievant remained in the patrol car for the duration of the stop. When Eldridge returned to the patrol car, the Grievant was ending a telephone conversation, and Eldridge heard the Grievant refer to "223." The Grievant testified that he decided to see the female violator, and called her on her cell phone. During the telephone conversation, he repeated out loud: "Room 223." Eldridge assumed that that number referred to a room at the Comfort Inn.

C) The Grievant's "Going On a Sick Leave"

A few minutes after 2:25 a.m., while on patrol, the Grievant told Eldridge that he was taking four hours of sick leave for the balance of the shift. When they returned to the post in Piqua at approximately 2:30 a.m., the Grievant told Eldridge that this was a "huge secret." Eldridge heard the Grievant tell a sergeant at the post that he had vomited and was leaving because he was sick.

At approximately 2:30 a.m., the Grievant called his friend, a colleague trooper, Jon Payer, who was also on patrol. He told Payer that he had vomited twice and was going on sick leave. The Grievant further explained that he would be going on military leave

during the weekend and must leave the patrol car at the post for video repair. The Grievant asked Payer for his personal car. Payer told the Grievant where to find the keys to the car, and further told the Grievant that he would check on Joshua Eldridge, the trainee trooper under the Grievant's evaluation. The Grievant left the post shortly after 2:30 a.m. in Payer's personal automobile.

D) "What Happened Came to Light"

Payer returned to the post and found Eldridge very evasive and avoiding any eye contact. Payer concluded that something was wrong. In Payer's words, "no doubt, something heavy." Payer proceeded to give to Eldridge the advice given to him by his father, a post commander--the first principle of which was: "never lie."

Eldridge responded by asking Payer to speak with him privately, explaining that Coverstone, his mentor, had mentioned Payer as a trooper he could trust. Eldridge told Payer that the Grievant was in Room 223 at the Comfort Inn with a female whom the Grievant had stopped for a speeding violation. Eldridge recited all the events relating to stopping the female for speeding and subsequent contacts with her.

Payer testified that he "nearly fell out of his chair." He told the Grievant not to say anything unless questioned by a supervisor until he (Payer) returned to the post. Payer drove to the Comfort Inn and saw the person's car as described by Eldridge as well his own car. He telephoned Room 223 and a female answered,

but hung up. He then telephoned the Grievant's cell phone and left a message to the Grievant to call him on his cell phone. Five minutes later the Grievant returned Payer's call and Payer arranged that they meet in a particular parking lot.

Payer asked the Grievant, "what are you doing; this is your career." Payer explained that the Grievant had two options. First, Payer could go to the Grievant's supervisor or they could go to the supervisor together; second, the Grievant could go to the supervisor. The Grievant asked Payer to have Eldridge call the Grievant on his cell phone.

The Grievant testified that he was very emotionally upset during his conversation with Payer in the parking lot. He explained in his testimony that, "what had happened came to light."

The Grievant had two telephone conversations with Eldridge early on the day of Thursday, November 2. In both he apologized, and he also told the Eldridge to say nothing and that he (the Grievant) would talk to Trooper Coverstone.

E) Coming Forward

Payer began his next shift at the Piqua post at 9:00 p.m. on November 2, where he found the Grievant in plain clothes completing some paperwork. He asked the Grievant if he had told what had happened to Coverstone, Eldridge's mentor, and Sergeant Springs, the Grievant's supervisor. The Grievant told Payer that he had called Coverstone but that he had not told Springs. Payer followed the Grievant out of the post telling him that he must tell someone in supervision.

Payer then called Coverstone asked whether he had talked with the Grievant. Coverstone replied that he had not spoken to the Grievant for a couple of days, and asked whether there was something wrong. Payer explained what had happened and stated that he was going to tell Sergeant Springs. Payer then called the Grievant and told the Grievant of his plan and asked the Grievant to meet him at the post. Payer testified that he decided to go forward and explain what happened to Sergeant Springs because he (Payer) confirmed that the Grievant had not talked to Coverstone as the Grievant stated, and, therefore, the Grievant was not coming forward.

The Grievant arrived at the post at approximately 11:00 p.m. while Payer was in Springs' office. Payer told the Grievant that he had given "the run down" to Springs. Springs told the Grievant not to say anything because an investigation was about to commence.

An administrative and criminal investigation was commenced after November 2. The criminal investigation was concluded and closed without any criminal charges filed against the Grievant. The administrative investigation led to a pre-disciplinary hearing and a finding that just cause existed for termination. That position was upheld by the Director of the Ohio Department of Public Safety.

ISSUE:

Was the Grievant removed from employment for just cause? If not, what shall the remedy be?

POSITIONS OF THE PARTIES:

A) Union's Position

The Union, in opening statement and brief, characterized this case as one of the Grievant cheating on his wife while off duty. The Grievant had a date with a young woman, not wisely. He left work, four hours early, to engage in a brief liaison. While that liaison was with a woman he had ticketed for speeding, he did not engage in any criminal act. He did not adjust the speed on the ticket and offered no quid pro quo for their time together. The young woman paid the ticket and the criminal investigation disclosed no conduct of "any nature that could have been chargeable." (Union Post-hearing Brief at 8).

The sexy nature of the surrounding facts seems to have driven the patrol in its investigation. "For reasons known best to the investigators, (the Grievant) was required to disclose the exact nature of the sexual relations." (Id. at 6). If the matter involved the Grievant's going to a ball game, the matter would not be in arbitration.

With respect to the lies, the Grievant did tell Payer and Eldridge that he did not have sexual relations with the female violator at the motel. However, the Grievant truthfully admitted to sexual relations when questioned during the administrative interviews.

The Grievant did tell Payer and Eldridge and a sergeant at the post that he was sick, but there was "no allegation or assertion that (the Grievant) was untruthful or lied at any official

proceedings or interview . . . ". The Grievant may have intended to take sick leave and be compensated for the four hours he did not work on November 2, but he "never undertook even the initial steps to obtain such payment." Even if he did abuse sick leave or take unauthorized use of sick leave, the contract requires in Article 48.04 (III) (B) Progressive Discipline--not the draconian sanction of discharge for a first offense.

The Union attacked the Employer's assertion through the testimony of Captain Young of a policy of "zero tolerance" for lying. The Employer's position "is ludicrous and would establish, sans (without) negotiations, a policy whereby any false statement, on or off duty, could or would result in termination."

Furthermore, such a policy applied in this case would violate the contract's provision mandating progressive discipline in Article 19.05. In addition, it would be inconsistent with the theory of "just cause" which requires the imposition of discipline in gradually increasing degrees.

Lastly, the Union relies upon the positive record of commendations and performance evaluations during the Grievant's four and a half years of service as a trooper. The Union urged that the analysis by arbitrator Jonathan Dworkin in a 1991 arbitration case involving the discipline of a trooper "was highly instructive." Here a trooper received a 20-day suspension for an on-duty liaison over an extended period of time while the trooper was married. In this case, the patrol "sought to impose the

severest form of discipline . . . for leaving work early one day" for a liaison.

B) Patrol's Position

The Patrol found the Union's attempt to portray this case as just the improper or unauthorized use of sick leave as "offensive" (Patrol Post-hearing Brief at 2). The Patrol concentrated on the unfortunate position of Trooper Eldridge--a young trooper, fresh out of the training academy. Eldridge was looking to the Grievant as his role model, mentor and leader. "Instead of seeing how a model trooper performs, Eldridge was forced to watch a live version of 'The Dating Game'." (*Id.* at 3). Apart from setting the tryst with a female violator, the Grievant sought to implicate Eldridge in his (the Grievant's) rule violations when he referred to 'the "huge secret" between the two of them. The Grievant also sought to prevent Eldridge from telling Coverstone, his regularly assigned mentor, what had happened during the morning of November 2, 2001.

The Patrol also emphasized the difficult position of Payer who at the same time wished to help his friend and also fulfill his obligation as a trooper. The Grievant never did come forward about his transgression, and the Employer believes that the Grievant never would have come forward had his friend, Trooper Payer, not explained to Sergeant Springs what had happened. The Union is seeking to confuse the case by claiming that the Grievant never did document his use of sick leave or initiate the paperwork to be compensated for the four hours. If, in fact, the Grievant did not use sick leave, then how would Article 48 apply? The Grievant did

not use sick leave, but he lied about sick leave. "The lie is the issue, not the use of sick leave." (Id. at 5).

The zero tolerance policy towards lies presented by Captain Young sounds like a very strict standard; however, in law enforcement it is expected. The Patrol believes "that an officer with a false statement violation has no credibility; hence, our position that if false statements are the charge, termination is appropriate." (Id. at 7).

Turning from the charge of False Statements, the Patrol structured its theory as to why the Grievant violated the rule concerning "Conduct unbecoming an Officer." First, the Grievant had an improper association with an individual for purposes other than the performance of official duties in that he had sexual relations with a traffic offender--a violation of subsection (3) of this rule. This liaison led to the charge of violation of subsection (1) of the same rule in that it constituted conduct that may bring discredit to the Patrol. If the sexual relationship between the Grievant and the female violator within hours after the violation had become public, the reputation of the Patrol would have been tarnished.

OPINION:

A) What Is Not Resolved in This Opinion

At the arbitration hearing and in brief, both parties raised, questions of whether a false statement by a trooper, in and of itself, is a dischargeable offense under Rule 4501:2-6-02 (E). The conflict was based upon a hypothetical raised by the Union to

Captain Young during cross-examination. The question was raised concerning a trooper who took sick leave who was in fact not sick. Upon receiving an answer that such would invite termination for a false statement, the Union challenged whether the response would supersede Article 48 and/or Article 19.05 of the contract.

This Opinion should not be read as containing any comment upon this matter characterized by both parties as a policy of "zero tolerance" toward false statements by a trooper. As set forth below, the facts in this case involve far more than a false statement. As developed below, the context in which the false statements occurred are central. The false statements had devastating impact upon a trainee trooper and a colleague trooper. In addition, the false statements facilitated the Grievant's sexual tryst with a young woman with whom the Grievant had a pending court appearance for a criminal complaint issued by the Grievant against the young woman. There is much more in this case than simple false statements.

The second area that is not resolved in this Opinion concerns the charge against the Grievant for Conduct unbecoming an officer. There are two reasons for not responding to this charge. First, the Patrol's theory is that the Grievant violated subsection (3) of this rule by his improper association with the young woman for purposes other than official duties. Because of this association subsection (1) was violated. The obvious difficulty with this theory is that subsection (3) requires that the improper association be "on-duty."

Analysis would then have to proceed on whether the Grievant was on or off duty during the last four hours of his shift in the early morning of November 2. This would involve discussion of whether the Grievant was on sick leave during this period of time. The Patrol, however, argued that the entire Article 48 dealing with sick leave is not implicated in this case whatsoever. A second and more important reason for not addressing this charge against the Grievant is that this charge misses the core of the conflict in this case--the false statements by the Grievant and the context of these false statements. As the Opinion sets forth below, the core of this case is not conduct by the Grievant either on or off duty; nor is it a case of abuse of sick leave. Rather, it is a case of false statements by the Grievant and the impact of those false statements on the Patrol and the Grievant's colleagues.

B) Is This a Case of the Patrol Regulating
the Private Life of the Grievant?

There is a characterization of the events recited above that needs to be addressed. The events were characterized as a situation where the Grievant was cheating on his wife, but not engaging in any act for which a criminal violation was or could be charged. The Grievant was involved in an unwise date with a young woman; hence, his private life should not be regulated by the Patrol. Furthermore, the Grievant may have intended to take sick leave, but he did not act on this intention. He never took the steps necessary to obtain compensation for sick leave.

This is an inaccurate characterization of the events in this case. This case involves a sham--a lying but plausible story to his post, to his colleague trooper, and to the trainee trooper--to cover the Grievant's relationship with a violator. The sexual relationship occurred within hours after he had given the violator a criminal complaint and noticed her for an upcoming criminal proceeding. The sham enveloped a trainee trooper over whom the Grievant had temporary mentor responsibility. Moreover, the Grievant tried to coax the trainee not to reveal the sham to the trainee's mentor. The sham tested the friendship of a fellow trooper forcing the Grievant's friend-trooper to come forward to reveal the Grievant's lies and the Grievant's sexual relation with the violator. Lastly, the Grievant's sham has the consequence of destroying the trust in the Grievant by others in the Patrol.

C) The Core of This Case

This case is a network of lies by the Grievant that had a devastating impact on a trainee and a colleague trooper--a friend of the Grievant. It is a network of lies by the Grievant to cover up a sex relationship with a female violator just hours after citing her to court for driving 93 mph in a 65 mile limit, thereby totally compromising the criminal case against the violator.

The Union conceded somewhat the impact of the Grievant's lies upon Eldridge--the trainee trooper working under the evaluation of the Grievant. The Union noted that Eldridge had determined that the Grievant was probably with the female violator, in Room 223 at the Comfort Inn "from snippets of earlier conversations" between

the Grievant and the female speeder. This does not fully uncover the awful situation in which the Grievant placed Eldridge as a result of his network of lies. Eldridge described the situation.

Eldridge noted that neither stop with the young woman at Burger King or Comfort Inn were logged, which presented a safety question. Eldridge saw a person eyeing the Grievant and Eldridge during the transaction with the young woman outside of the Comfort Inn. He testified he was scared that the person would call the post. When Eldridge heard the Grievant repeat Room 223 on returning to the patrol car a few minutes after the Comfort Inn episode, Eldridge testified that "I'm beyond nervous. I'm still on probation and not in the Union."

When the Grievant told Eldridge this was a huge secret, Eldridge received this as implicating him within the deceit--quite a reasonable position. Shortly thereafter, he heard the Grievant tell a female sergeant at the post that he (the Grievant) had been vomiting. At this, Eldridge testified, "I was very scared. Honesty is pressed at the academy."

Eldridge was observed by Payer shortly after the Grievant departed the post with his fabricated story of vomiting and sickness. Payer described the Grievant as very upset, very evasive and avoiding all eye contact, thus provoking Payer to state the admonition, "never lie." When one couples that admonition with the fact that Eldridge had just heard a series of lies by his supposed mentor to pursue a sexual relationship with a violator, one begins to understand the devastating impact upon Eldridge.

The Grievant's manipulation of the trainee Eldridge did not end at this point. After the Grievant's tryst with the violator was discovered by Payer, the Grievant twice spoke with Eldridge, counseling Eldridge not to say anything until he (the Grievant) spoke to Coverstone. The Grievant did not speak, however, to Coverstone at any time during the day of November 2 or the early evening of November 2. The Grievant did not speak to Coverstone until after Payer had called Coverstone at approximately 9:00 p.m. on November 2.

The Grievant's web of lies also began to involve his friend, Trooper Payer. Payer possessed knowledge of the Grievant's lies and the Grievant's compromising, sexual relationship with the violator. He gave the Grievant an option of coming forward himself or coming forward with Payer. The Grievant did not act on either option, and lied to Payer when he told Payer that he (the Grievant) had reported the matter to Coverstone. When Payer checked with Coverstone, Payer realized that his friend, the Grievant, was not going to come forward with the information.

As a consequence of the Grievant's lies and failure to come forward, Payer was forced to set forth the matter to the Grievant's supervisor.

D) The Sanction of Discharge

This is a truly a tragic case. The Grievant did have 4.5 years of service with a good performance record and many commendations. On the other hand, this is not simply a case of false statement or statements. The key to this case is the context

in which false statements were made and the impact of these statements which reasonably should have been known by the Grievant when he uttered the statements. The impact was devastating to a colleague trooper and particularly to a trooper fresh from the academy and still a probationary employee under the contract. The case is also a series of false statements to facilitate a sexual tryst with a violator with whom the Grievant had an impending court appearance.

The Union rightfully asserts that just cause does take into account discipline of gradually increasing degrees and does take into account the extent to which the employee in question may be returned to a state of productive life for the Patrol. On the other hand, the Grievant's conduct in this case is blatantly destructive of his employment relationship as a trooper in the Patrol. The Grievant's performance evaluations submitted by the Union contained year by year evaluation of nine behavioral dimensions. The purpose of these evaluations is "to evaluate the trooper's commitment to the Core Values." The Core Values are separately defined within each annual evaluation and the first is "honesty." This is defined as behavior that "has gained the trust of others to establishing himself/herself as straightforward and sincere."

This case involves lies and conduct by the Grievant that implicated and endangered other troopers, including one acting under the evaluation of the Grievant as a mentor. The obvious

implication is that trust in the Grievant within the Patrol has been shattered.

Article 19.05 of the contract was not violated by the Patrol in discharging the Grievant. This Article states the principle that "disciplinary action shall be commensurate with the offense." There then follows a list of disciplinary action in ascending order of severity concluding with "Removal." The provision concludes by noting that more severe discipline "may be imposed at any point if the infraction or violation merits the more severe action." The severe action of removal was warranted on the facts of this case.

E) The Opinion by Jonathan Dworkin

The Union submitted an opinion by Jonathan Dworkin involving a state trooper who received a twenty day suspension by the Employer for carrying on an affair over a period of time while on duty. Arbitrator Dworkin reduced the sanction to a 3-day suspension in State of Ohio and the Fraternal Order of Police, Case No. 15-03 (91-01-03) 012-04-01. The Union considered this opinion highly instructive on the facts of the case in this arbitration.

Unfortunately, the analysis by Arbitrator Dworkin does not relate to this case. The case before Dworkin did not involve a charge by the State of false statements against the trooper. There was no charge that the trooper before Dworkin lied to anyone. Indeed, Arbitrator Dworkin observed that, "the Employer's case rests largely on the Grievant's own admissions. He did not deny or try to cover up his on-and-off duty relationship." The trooper in the case before Dworkin was charged with being absent from his

assignment without authorization while on duty; he was also charged with conduct unbecoming an officer for an on-duty association with a member of the opposite sex for purposes other than . . . official duties. The Core Value of honesty was not involved in the case before Dworkin. This Core Value is central to this case in arbitration.

A less important distinction between the case decided by Dworkin and this case is the person with whom the trooper had the liaison. In this case, the Grievant had the liaison with the violator within hours after he gave her a criminal complaint and set an appearance date in court for the criminal charge. In the case before Dworkin, the liaison was not with a violator whose criminal case was compromised by the trooper. The third and least important difference is the record of service between the troopers in both cases. The trooper before Arbitrator Dworkin had nineteen years of exemplary service; the trooper in this case had 4.5 years of exemplary service.

Lastly, there is no suggestion in the opinion of Dworkin that the trooper's relationship of trust with the Patrol had been compromised or destroyed. There are no facts in the case before Dworkin that could even approximate the devastating consequences of this Grievant's lies to his fellow troopers at his post--a friend and a trainee trooper.

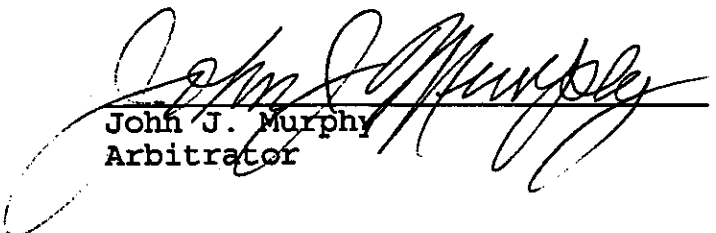
Arbitrator Dworkin recognized that conduct could be so "blatantly destructive of the employment relationship as to authorize summary discharge . . . ". (*Id.* at p. 20). For the

reasons stated above, the network of lies, the context in which the lies were uttered, and the impact of these lies on the Patrol constituted a destruction of the Grievant's employment relationship with the Patrol.

AWARD:

The grievance is denied.

Date: February 23, 2002



John J. Murphy
Arbitrator