

#1956

In the matter of Arbitration between OCSEA/AFSME Local 11 and the State of Ohio, Department of Youth Services, Case #35-03-(06-09-05)-0027-01-03, Hearing held in Highland Hills, OH. 01/26/2007

The Grievance is sustained in part and denied in part. The discharge of Richard Johnson is to be reduced to a one (1) day suspension.

The Grievant, Richard Johnson, is to receive all straight time and overtime pay he would have incurred but for this incident. The Grievant is to account for any interim earnings (other than those from pre-existing part time job). Such earnings may be deducted from the amount due the Grievant. All leave balances are to be restored to the Grievant. The Grievant is to be afforded an opportunity to purchase cashed-out leave balances. Seniority credit is to be restored to the Grievant. Pension credit is to be given to the Grievant as though this incident had not occurred.

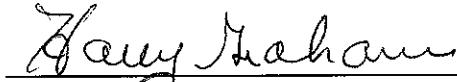
The Grievant is to be reimbursed for all health-related expenses he and his family incurred that would otherwise have been paid by health insurance. The Grievant is to be restored to the shift and post he held at the time of his discharge. The electronic personnel record of the Grievant is to be changed to reflect a one (1) day suspension. Jurisdiction is retained for sixty (60) days to resolve any issues concerning remedy.

Signed and dated this 26<sup>th</sup> day of January, 2007 at Highland Hills, OH.



Harry Graham  
Arbitrator

At Section 25.09 the agreement provides that "the Union may request specific documents, books, papers or witnesses reasonably available from the employer and relevant to the grievance under consideration. Such requests shall not be unreasonably denied." That phraseology must be expansively interpreted to mean that documents and electronic media, e.g: CD's and videos must be given to the Union.

A handwritten signature in cursive script, reading "Harry Graham", written over a horizontal line.

Harry Graham  
Arbitrator  
01/26/2007