

IN THE MATTER OF THE ARBITRATION BETWEEN

GRIEVANCE NO.: 34-090414-0032-01-09

The Ohio Civil Service Employees

Association, AFSCME Local 11

GRIEVANT: Michael Fahle

AND

The State of Ohio

Bureau of Workers Compensation

OPINION AND AWARD  
ARBITRATOR: Meeta Bass Lyons

AWARD DATE: January 19, 2010

APPEARANCES FOR THE PARTIES

EMPLOYER:

Rhonda Morris, Employer Advocate, First Chair

Ryan Sarni, Office of Collective Bargaining, Second Chair

UNION: Karen Vroman-Elis, Ohio Civil Services Employees  
Association, AFSCME Local 11,  
Union Advocate, First Chair  
Jim Hauenstein, OCSEA, Second Chair

Grievant: Michael Fahle

## **PROCEDURAL HISTORY**

The Bureau of Worker's Compensation is hereinafter referred to as "Employer". The Ohio Civil Service Employees Association, AFSCME, Local 11 is hereinafter referred to as "Union". Michael Fahle is the Grievant.

Grievance No. 34-090414-0032-01-09 was submitted by the Union to Employer in writing on April 14, 2009 pursuant to Article 24 of the parties' collective bargaining agreement. Following unsuccessful attempts at resolving the grievance it was referred to arbitration in accordance with Article 25, Section 25.03 of the 2006-2009 Collective Bargaining Agreement.

Pursuant to the collective bargaining agreement between the Union and Employer, the parties have designated this Arbitrator to hear and decide certain disputes arising between them. The parties presented and argued their positions on November 18, 2009 in Toledo, Ohio. During the course of the hearing, both parties were afforded full opportunity for the presentation of evidence, examination and cross-examination of witnesses, and oral argument. Witnesses were sequestered. The parties submitted post-hearing briefs on or before December 4, 2009. The hearing record was closed on December 4, 2009.

The parties stipulated that the grievance and arbitration were properly before the Arbitrator.

The parties did stipulate to the issue as follows: Was the grievant Michael Fahle removed for just cause? If not, what the remedy be?

## **PERTINENT PROVISIONS OF THE 2006-2009 AGREEMENT**

### **ARTICLE 24 - DISCIPLINE**

#### **24.01 - Standard**

Disciplinary action shall not be imposed upon an employee except for just cause. The Employer has the burden of proof to establish just cause for any disciplinary action. In cases involving termination, if the arbitrator finds that there has been an abuse of a patient or another in the care or custody of the

State of Ohio, the arbitrator does not have authority to modify the termination of an employee committing such abuse. Abuse cases, which are processed through the Arbitration step of Article 25 shall be heard by an arbitrator selected from the separate panel of abuse case arbitrators established pursuant to Section 25.04.

#### **24.02 - Progressive Discipline**

The Employer will follow the principles of progressive discipline. Disciplinary action shall be commensurate with the offense.

#### **24.04 - Investigatory Interview**

An employee shall be entitled to the presence of a union steward at an investigatory interview upon request and if he/she has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her.

When employees have a right to and have requested a steward, stewards shall have the right to be informed of the purpose of the interview and to receive a copy of any documents the Employer gives to an employee to keep, during an investigatory meeting. Employees who are interviewed or testify during an investigation have no right to a private attorney, Ohio Revised Code (ORC) 9.84, notwithstanding.

#### **24.05 - Pre-Discipline**

An employee has the right to a meeting prior to the imposition of a suspension, a fine, leave, reduction, working suspension or termination. When the predisciplinary notice is sent, the Employer will provide a list of witnesses to the event or act known of at that time and documents known of at that time used to support the possible disciplinary action. If the Employer becomes aware of additional witnesses or documents that will be relied upon in imposing discipline, they shall also be provided to the Union and the employee prior to the meeting.

#### **JOINT DOCUMENTS**

Bureau of Workers Compensation – Work Rules for Bargaining Unit Employees, Employee Handbook, Memo 5:01

BWC Telephone Policy, Employee Handbook, Memo 4.26

Teleworking Policy, Employee Handbook, Memo 4.30

Teleworking Agreement, signed by Grievant on July 26, 2006

Hours of Work Policy, Employee Handbook, Memo 4.07

Chapter 4123 Ethic Rules, Employee Handbook, Memo 1.01

Code of Ethics Acknowledgement Receipt dated August 15, 2006

Employee Handbook, Read Receipt dated February 20, 2008

## **BACKGROUND**

Set forth in this background is a summary of undisputed facts and evidence regarding disputed facts sufficient to understand the parties' positions. Other facts and evidence may be noted in the discussion below to the extent knowledge of either is necessary to understand the Arbitrator's decision.

The facts in this case are largely undisputed and are hereinafter summarized. Where, however, relevant evidence regarding pertinent facts conflicts, the evidence is summarized.

Grievant Michael Fahle was employed on June 1, 1993 as an Industrial Safety Consultant, Toledo Service Office, Bureau of Workers Compensation (BWC). Grievant had satisfactory performance evaluations for 2006, 2007 and 2008. These performance evaluations are representations of Michael Fahle's work performance over his fifteen plus (15+) years of State service.

As an Industrial Safety Consultant, Grievant consults with top management representatives of companies, analyzes company's work history and records to assist, develops, implements and evaluates changes to modify workplace safety and health processes, visits company worksites to make determinations via interview, reviews technical and business documents and observes current management system in use, and so forth. Grievant was a field employee, and was headquartered out of his home. Field service employees are monitored and work performance is measured from phone records, car mileage, customer satisfaction surveys, computer usage records including but not limited to: Employer Tracking Application (ETA), Timekeeping, Outlook Calendar "Triangulation" (management tool to compare these various records), Request for Leave and Internet Time. Grievant is the author of his timekeeping and Field Service Application Time Tracking.

Grievant was issued a state cell phone for business use. BWC cell phone service plan allots 450 minutes per phone per month for all employees that are issued a state cell phone. Grievant submitted checks to the BWC due to the utilization of his state issued cell phone for the months of January, 2008 (\$39.58 for personal calls and roaming) and February 2008 (\$26.34 for roaming). After reviewing the cell phone records of Grievant, his supervisor became concerned about possible abuse of cell phone privileges, and an investigation was initiated. Grievant utilized his state cell phone to make personal telephone calls while in other states and after his scheduled work hours (including holidays and weekends). Grievant allowed his spouse to utilize his state issued cell phone for personal reasons. Grievant admitted his personal use of the state issued cell phones for the following dates: 1/14/08 Toronto, Canada area; 1/31/08 Waseon, Ohio and Chicago Illinois areas; 02/05/08 Romulus, Michigan and Jackson Wyoming areas; 2/21/08 Toronto, Canada areas; 2/27/08 Portland, New York area; 2/28/08 Canandaigua and Stanley, New York areas; 2/29/08 Naples, Scottsville and Buffalo, New York areas; 3/06/08 Aurora and Orchard Park, New York areas; 3/07/08 Little Valley, New York and Erie Pennsylvania areas; 3/17/08 Toronto, Canada area; 6/11/08 Missouri and Oklahoma areas; 7/17/08 Ann Arbor, Michigan; and 09/05/08 Napoleon and Williams, Ohio areas.

As a result of the cell phone investigation, Employer discovered discrepancies in the timekeeping records of Grievant. Employer further initiated surveillance of the on site work of Grievant, and Employer discovered discrepancies in the timekeeping records. Grievant recorded work activity while on vacation or traveling for personal reasons and outside his approved workplace. Grievant was paid in accordance to the records he authored.

On April 6, 2009, Employer served a letter of removal upon Grievant. The removal was based upon the following work rule violations:

Insubordination (b) Failure to follow a written policy or practice of the employer; Failure of Good Behavior (k) Violation of BWC/IC Code of Ethics: Dishonesty (a) Theft of state property, state time, public property or property of another employee; (f) Willful falsification of an official documentation; Memo 4.26- and Telephone Policy; and Memo 4.30 – Teleworking Policy.

The Union filed its grievance on April 9, 2009 alleging a violation of Article 24 of the Collective Bargaining and any/all other rules, articles, code, orders, and policy. The grievance was not resolved within the procedure established by the collective bargaining agreement, and was properly advanced to arbitration.

## **POSITION OF EMPLOYER**

Employer contends that it was justified in removing Grievant for violation of BWC Disciplinary Policy and Grid, Insubordination (b) Failure to follow a written policy or practice of the employer. Failure of Good Behavior (k) Violation of BWC/IC Code of Ethics; Dishonesty (a) Theft of State of property, state time, public property or property of another employee (f) Willful Falsification of an Official documentation, Memo 4.26- Telephone Policy, and Memo 4.30 – Teleworking Policy. Grievant was the author of his timekeeping, field time tracker and calendar. Grievant falsified his timekeeping and was paid for time that he was not working, thus, resulting in theft of State time. Theft and falsification are serious in nature, and affects the trust of the public and employer. Certain work violations rise to the level of removal on the first offense.

Employer contends that the just cause standard has been met. Grievant admits to the conduct. There was no past practice that was in effect at the time of his conduct. Union had the opportunity to review all policies prior to implementation. Grievant had notice of the telephone and teleworking policies. There is no evidence of disparate treatment, and similarly situated employees have been removed on the first offense. Due to the length of employment and mastery of his duties, Grievant was able to deceive his employers.

Employer contends that the Employer and public trust was broken when Grievant was not responsible for equipment and time. Grievant took advantage of his teleworker status and broke that trust by manipulating his scheduled work hours to attend to his personal needs and/or wants on paid time. Grievant cheated his coworkers and employers when he jeopardized the work from home program because of his misuse and/or abuse. The

State is scrutinized in many forums, media, and by elected official and citizens.

Employer contends Grievant violated the Code of Ethics, which provides that "Each employee, of whatever position, should, therefore, maintain the highest standards of personal integrity, since the public often judges the actions of an employee as reflecting the standards of the employing agency." Grievant was paid for hours not actually worked on at least fourteen (14) different occasions.

Employer requests that Grievance No. #34-090414-0032-01-09 be denied.

## **POSITION OF UNION**

Union contends that the entire body of evidence is related only to charge of Dishonesty. The State has stacked charges in order to justify the termination of Grievant.

Union contends that Employer violated Article 24.05 of the Collective Bargaining Agreement which requires that all documents supporting a disciplinary action must be included in the pre-disciplinary hearing. Employer's major claim revolved around the discrepancy between Time Tracker and Time Keeper. The union advocate had no idea of the existence of Time Keeper because these documents were not included in the original packet. With the absence of these Time Keeper documents, no proper defense could be made. In Arbitration Decision #1016, the Arbitrator found, due to the nondisclosure prior to the investigatory interview and pre-disciplinary meeting, that the nature of the investigation was not disclosed and this represented a breach of due process and compromised the Union's ability to create its defense.



Union does not dispute that Grievant used his cell phone for personal use. Office policy allowed for personal use and there had never been any concern by his supervisor who knew about his personal use. His supervisor's interpretation of this policy, was, until the contracted amount was exceeded or roaming charges were incurred, no money was owed. Grievant never went over his allotted minutes and he paid roaming and long-distance charges. As was routine, his supervisor provided him copies of the bill whenever they became available. The cell phone and the telecommunicating policies both allow for the discontinuation of these tools if inappropriate use is suspected.

Union contends that the culture of the workplace at BWC was one that was always in flux. Rules and expectations were always changing along with acceptable work practices. Rules were not enforced and in fact practices developed that continue to be in conflict with the BWC written policies. Grievant was given no meaningful notice, or a chance to correct his behavior, as the collective bargaining agreement requires. Union contends that there was no evidence of progressive discipline. Grievant is a sixteen-year employee with no previous disciplinary history. His work product and service to Employer was outstanding. The policies that are the showcase of this arbitration contemplate a lesser discipline than termination.

Union requests that Grievance No. #34-090414-0032-01-09 be sustained, and Grievant be reinstated to his position with appropriate back pay, benefits and accruals.

## **DECISION:**

In Arbitration Decision #1006, the Arbitrator found a violation of Article 24.04; the Employer admitted to its failure to inform the Union about the purpose of the interview. The Arbitrator found that without prior

specification of the nature of the matter being investigated, the right of “representation” becomes a hollow shell. This is not the issue in the present case.

Union objected to the introduction of certain documents during the testimony of Steve Johnson. Specifically, Union argued that the BWC WEB documents styled “Timekeeping” were not provided to them at the investigatory interview. Although Grievant and Union have had the opportunity to review said documents, Union argues that they were denied the opportunity to present a defense at the time of investigatory interview. Union advocate contends that she had no idea of the existence of these documents. Employer argued that the documents were provided to them at the investigatory interview and that Grievant authored the documents. If the documents are false, then he falsified the documents. Employer further argued that the Union and Grievant were aware of the triangulations of these documents to monitor the work activity of field workers. The objection to exclude the documents at the hearing was denied, and Union was afforded the opportunity to review the documents before the arbitration. The binder provided to the Arbitrator provides a copy of a nine-page single space document typed by grievant and submitted to the management advocate on March 30, 2009. The typed letter includes a section about work measurement, which discusses the Timekeeping records. The documents were also referenced in the investigatory interview as timesheets. See Tab 5 of binder entitled “Michael Fahle Investigatory Interview”. Article 24.05 also provides that if the documents were provided at the hearing, the Union could have requested a continuance of the hearing not to exceed three (3) days. There was no evidence or argument presented on this right. The due process rights of Grievant have not been violated.

Grievant does not deny that he used his state-issued cell phone for personal use. Grievant does not deny that for personal emergency reasons he permitted his wife to use his state-issued cell phone. Grievant does not deny that another family member contacted him on his state-issued cell phone. Grievant does not dispute the dates, and places of origination of his state-issued cell phone usage.

Grievant testified that when the Employer started issuing the cell phone to employees, the Employer encouraged the usage of the cell phones for personal use in order to promote usage by personnel for business use. According to Grievant, the only stipulation for personal use was that any additional charges beyond the normal monthly state fee would have to be paid by the employee. The retired coworker corroborated this original practice as well. Initially, Grievant did not use the cell phone. He testified that someone at IT, wondering if anything was wrong with the phone, contacted him. The caller encouraged Grievant to use the phone. There was no evidence to dispute these facts or corroborate the same.

Teleworker Policy 5.6 states that the use of equipment, software, data and supplies, if provided by BWC is limited to use by authorized persons and for purposes related to state business. Further, Memo 426 provides in pertinent part: "...Personal calls made or received on a BWC issued cellular telephone are only acceptable in emergency situations or again, with supervisory knowledge...Cell phones will not be permitted to be used for personal use, except for emergency situations." Grievant has used the phone for personal use contrary to the written policy. Grievant had knowledge of the current policy and its enforcement. The service office manager distinctively recalled Grievant stating in the September 15<sup>th</sup> meeting that he could not believe that people are still doing this stuff (personal use of cell phone).

When his supervisor presented him with his cell phone bills, he would review the same for personal calls, roaming charges and then would promptly pay the bill. His supervisor stated that Grievant promptly paid his bills. She performed a cursory review of the phone bills of Grievant. Supervisor admits that she had not discussed any concerns of his cell phone usage with Grievant prior to the investigation. She has reviewed his cell phone bills approximately for four years. His supervisor testified that Grievant acknowledged that calls were work-related and paid the roaming charges when they occurred. His cell phone bill was generally one page with no detail. Grievant admits that he never had long-distance charges on his bill until this matter.

Employer argued that providing the work number to family members also violated the policy. This Arbitrator disagrees. Memo 426 states, "Personal business, which involves an activity undertaken for profit or gain any kind, shall not be conducted from any BWC telephone. BWC employees cannot circulate their BWC telephone number as a telephone number at which they can be reached for personal business." There was no evidence that Grievant used his state-issued cell phone for personal business, but rather than for personal use. The mandate states the BWC telephone number cannot be disseminated for business purposes.

Grievant is charged with dishonesty (a) theft of state property, state time, public property or property of another employee for the misuse or abuse of the state-issued cell phone, violation for the first offense is removal. The State property is arguably the 450 allotted minutes. But the policy allows for usage for emergency purposes. The service office manager testified that some cell phone use for personal reasons is permitted; the Employer allows employees in the main office to use the ground line telephones. The policy provides for monetary payment for personal uses. Grievant timely paid charges for personal use. Employer did not meet its

burden of proof for dishonesty as related to circumstances of the misuse of the cell phone.

Grievant is also charged with insubordination (a) failure to follow a written policy or practice of the Employer for the same conduct, violation for the first offense is a written to suspension. Violation of Memo 426 and Teleworker Policy 5.6 does constitute insubordination. Memo 426 specifically provides for a progression of discipline as follows: "...Overuse or abuse, and/or failure to promptly or adequately, reimburse the agency for personal use may result in forfeiture of cell phone privileges and/or disciplinary action up to and including termination..." In consideration of his tenure, employment record and nature of the violations, removal for violations of policies related to the cell phone is severe and unreasonable.

Violations of the cell phone policies were not the only charges. Grievant is charged with violations of dishonesty (a) Theft of state property, state time, public property or property of another employee, failure of Good behavior (f) Willful falsification of an official documentation (k) violation of BW/IC Code of Ethic (b) Failure to follow written policy or practice of employer as related to the discrepancies in timekeeping.

Employer conducted surveillance of the work sites as a part of its investigation. Again there were discrepancies in the reported on-site time and actual on-site time. For example on September 30, 2008 Grievant reported on site time of 3 hours with surveillance time monitored at 9:05a.m arrival time and 11:00a.m departure time, and 1 hour at another location with surveillance time monitored from 11:15a.m arrival time and departure at 11:28a.m. On December 11, 2008, Grievant reported on site time of 3 hours and 15 minutes with surveillance time monitored at 9:35 arrived and 12:00 departed. On December 18, 2008, Grievant reported on site time of 7 hours with surveillance time monitored at 5:00 hours. On January 14, 2009, Grievant reported on site time of 5½ hours with surveillance resulting

in a discrepancy of 24 minutes. Grievant explained that on January 14, 2009 he included in his time the work performed at home to follow up with the job site inspection which would account for the difference. Grievant also attributed traveling time to account for some of the discrepancies in time. Employer adjusted the entry to Buckeye Cable to no discrepancies following the clarification by Grievant that the onsite visits included the satellite offices. Employer adjusted surveillance time to allow for discrepancies in time keeping, the fifteen-minute increments. Grievant did not dispute the time tracker discrepancies for September 30<sup>th</sup>, 1 hour discrepancy and December 11<sup>th</sup>, 15 minutes discrepancy. If standing alone, the surveillance discrepancies would not justify removal.

Employer introduced evidence regarding falsification of documents, which resulted in payment of work either not performed or performed contrary to the office policy while Grievant traveled outside of the state for personal reasons. For example, on January 31, 2008, Grievant listed that he worked from 7:00 a.m.-11:00 a.m. His time tracker indicated that he reported one (1) 1hour virtual consulting and three (3) hours of report writing. The phone records indicate a call in Wausson, Ohio, which is 40 miles west of Toledo. On February 21, 2008 Grievant indicated that he worked from 8:00a.m to 2:00p.m; he reported that he did five (5) hours of report writing and one (1) hour virtual consulting. His state-issued cell phone bill indicates roaming charges from the Toronto, Canada area at 8:20a.m, 11:39 a.m. and 3:37p.m. On February 22, 2008 Grievant indicated that he worked from 8:00a.m to 2:00p.m; he reported that he did five (5) hours of report writing and one (1) hour virtual consulting. On this date he logged onto his computer at 5:13p.m. On February 27, 2008, he indicated that he worked from 7:30a.m until 5:30p.m with lunch from 12:00 to 1:00. Grievant indicated on his time tracker that he completed 4hrs Research & Prep, 3hrs Customer Staffing, 1hr Virtual consulting and 1 hr

safety council. There were calls originating from Portland, NY area at 8:01p.m, 8:04p.m, 8:06 p.m 8:08p.m, and 8:19p.m. The travel distance is approximately 5 to 6 hours. There was no log on to his computer until 5:00p.m. Other areas of travel included Missouri, Oklahoma and other locations in New York. Management excluded the dates of July 9th and 10, 2008; these dates represented the days that the wife of the Grievant had the cell phone for an emergency reason related to the illness of her mother.

Grievant testified that there was a past practice of shifting time, an employee worked hours other than his regular schedule, and then logged the time as actual hours worked during the shift. His supervisor acknowledged such a practice when she first was assigned to the Toledo office approximately four to five years ago. She also recalled the efforts of the Employer to change the policy to provide for more accountability over the years, and that the practice has not existed under her supervision. There was no evidence that she was forced to initiate the investigation or lose her job. Another coworker reported time keeping in accordance with policy with flex time being approved by supervisor and overtime or extended hours being noted in the comment section. There was no evidence that the coworker was not forthright in his testimony. It was apparent that his supervisor was guarded in her response about the decision to remove Grievant. The retired consultant described flexing time on Fridays, which is consistent with the testimony of the other coworker and supervisor, and his testimony elaborated on his supervisor involvement in the time keeping process.

Grievant failed to establish a pattern and practice of approved time shifting as a defense to the removal. The teleworking and hours of work/time accounting policies are controlling. In accordance with the teleworking policy, Grievant had a self-selected assigned work schedule. Grievant was responsible for submitting an electronic timesheet and proper

use of the Request for Leave system. Each week, Grievant must use his Microsoft Outlook Calendar and/or other supervisor approved electronic tracker identifying the assignments he would be completing while teleworking. All work hours, overtime compensation and leave usage had to comply with the applicable article of the collective bargaining agreement or applicable law or rule. Grievant should have accurately recorded his starting, ending and lunch times on a daily basis. The Grievant had to have the pre-approval of his supervisor before working overtime or flexing at a remote place or any other location. In accordance with the hours of work/time accounting policy, Grievant selected a core shift. In order to receive overtime or compensatory time, Grievant had to obtain prior authorization to work overtime and have his supervisor complete and sign the prior approval section of the Request for Overtime/Compensatory Time form. In the event that Grievant worked in excess of forty (40) hours in a given work week, Grievant had to obtain his supervisor's signature on the authorization portion of the Request for Overtime/Compensatory Time forms. In order to obtain compensation for hours worked from home or from some other location outside of a Bureau facility, Grievant had to submit documentation of the work performed and the hours during which it was performed; the signature of his supervisor was also required. Grievant failed to comply with said policies.

The investigator testified that the discrepancies total 50.00 hours which amounted to approximately \$2,000.00. Employer argues that this amount represents theft of state time. Grievant testified that he met all goals and expectations of the Employer on the performance evaluation. Grievant further testified that although he did not do the work during the confine and structure of the Employer, he did the work or he could not have achieved the objectives in the evaluations. That however is not the issue. The policy in place, which he read and attended several meetings on the



topics, provide for a regular shift, regular workplace, and actual time recorded for which one is paid. The time sheet represents a request for payment for the stated hour works. The remaining discrepancies represent a falsification of records, theft of state time, and code of ethics. The discipline grid provides for a removal for a first offense for the charge of theft of state time and the determination based upon the severity of the incident for falsification of documents and failure of good behavior (ethics).

Grievant engaged in the conduct, which constitutes theft of state time, falsification of documents and failure of good behavior (ethics) as defined in the policy. Grievant had notice of the policies. This was not disputed at the hearing. Grievant did not establish a past practice of time shifting at the time occurrence. Employer determined in its grid that this particular type of behavior, theft of state time, warrants imposition of a specific level of discipline removal. Employer administered the discipline even-handedly. There is a reasonable relationship between Grievant's misconduct and the punishment imposed. Grievant was trusted to perform his duties at home in accordance with office policy without direct supervision. Grievant was traveling in and out of the state without leave or approval from his supervisor on state time. Grievant exhibited a total disregard for the office policy, and falsified documents to secure a wage. That Grievant was a long-term good worker with no disciplinary record is undisputed. But, the seriousness of this offense, theft of state time, and the willful falsification of documents in these circumstances overshadow his work record and tenure.

In summary, the evidence persuades the Arbitrator that Grievant violated the following work rules: Insubordination (b) Failure to follow a written policy or practice of the employer; Failure of Good Behavior (k) Violation of BWC/IC Code of Ethics: Dishonesty (a) Theft of state property, state time, public property or property of another employee; (f) Willful falsification of an official documentation; Memo 4.26- and Telephone Policy;

and Memo 4.30 – Teleworking Policy, as alleged in Employer’s letter of April 6, 2009. And discharge was not so excessive a punishment as to be beyond the Employer’s managerial prerogatives. The Arbitrator concludes discharge of the Grievant was for just cause. The Arbitrator must therefore deny Grievance no. 34-090414-0032-01-09.

## **AWARD**

Having heard, read and carefully reviewed the evidence and argumentative materials in this case and in light of the above Discussion, Grievance No. #34--090414-0032-01-09 is denied. Employer had just cause to remove Grievant for Theft of State Time, Falsification of Records and Failure of Good Behavior (Code of Ethics).

January 19, 2010  
Steubenville, Ohio

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Arbitrator Meeta Bass Lyons