**OCB AWARD NUMBER: 2235**

|  |  |
| --- | --- |
| **SUBJECT:** | **ARB SUMMARY # 2235** |
| **TO:** | **ALL ADVOCATES** |
| **FROM:** | **DAVID LONG** |
| **OCB GRIEVANCE NUMBER:** | **15-03-20130716-0058-04-01** |
| **DEPARTMENT:** | **Department of Public Safety** |
| **UNION:** | **OSTA** |
| **ARBITRATOR:** | **Jack Buettner** |
| **GRIEVANT NAME:** | **Roderick J. Sanchez** |
| **MANAGEMENT ADVOCATE:** | **Lt. Ronald Raines** |
| **UNION ADVOCATE:** | **Hershel M. Sigall** |
| **ARBITRATION DATE:** | **11-21-2013** |
| **DECISION DATE:** | **1-20-2014** |
| **DECISION:** | **DENIED** |
| **CONTRACT SECTIONS:** | **Articles 19.01 and 19.05** |
| **OCB RESEARCH CODES:** | **118.01 Discipline-In General** |

**HOLDING: Grievance DENIED. Although the Grievant’s behavior during the traffic stop appeared arrogant, he acted within his rights as a citizen. But since the Grievant lied during the traffic stop, he violated his Last Chance Agreement. Thus, he was removed for just cause.**

The Grievant was a 19 year employee of the Ohio State Highway Patrol. While on a Last Chance Agreement, he made false statements and conducted himself in a manner unbecoming of an officer. As a result, he was terminated. Grievant, while acting as a civilian, was pulled over by a Shawnee Township police officer. During the traffic stop, the Grievant refused to take a field sobriety test. Consequently, the Grievant was arrested for an OVI. Although the OVI was later dismissed, the Grievant was terminated for violating his Last Chance Agreement.

The Employer contended that the Grievant was untruthful with the arresting officer. He had told the officer that he had a loaded weapon in the car. But he did not. Further, the Grievant tried to challenge the Patrolmen’s authority and intimidate him. He knew the Patrolmen had a lack of experience. And he sought to take advantage of that.

The Union argued that the Grievant did not bring discredit to his employer. The Grievant was arrested. But his arrest did not result in a conviction. Since he was off-duty, his conduct was not unbecoming of an officer. And although the Grievant initially lied about how much he had to drink and possessing a weapon, the Grievant revealed the truth in a timely manner. Therefore, the Union asserted that the Grievant’s dismissal was arbitrary.

The Arbitrator found that Last Chance Agreements are binding. Further, the Arbitrator believed that the Grievant’s misstatements were made out of an attempt to deceive, as opposed to a mistake. And although the Grievant’s behavior during the traffic stop appeared arrogant, he acted within his rights as a citizen. But since the Grievant lied during the traffic stop, he violated his Last Chance Agreement. Thus, he was removed for just cause.