

SETTLEMENT AGREEMENT

This Agreement made July 26, 2019; by and between the Ohio Department of Commerce (ODOC), the Ohio Civil Service Employees Association, Local 11, AFSCME (OCSEA), and Olivia Malcolm (Employee), parties hereto.

WHEREAS, the parties have received a binding Arbitration Award for grievance COM-2018-03967-09 as of July 9, 2019.

WHEREAS, the ODOC denies any liability in connection with the alleged claim;

WHEREAS, all parties hereto wish to reach a full and final settlement of all matters and causes of action arising out of the Arbitration Award issued in the above-referenced grievance COM-2018-03967-09;

WHEREAS, the parties have negotiated the following Settlement Agreement;

Now therefore, all parties hereto, in consideration of their mutual covenants and agreements to be performed, as hereinafter set forth, agree as follows:

1. This Settlement Agreement hereby serves as notice of Employee's resignation from ODOC effective November 16, 2018.
2. Employee's termination will be coded as a resignation effective November 16, 2018. Employee's resignation shall not be coded as "resigned - not recommended for rehire," nor as "resigned - not in good standing."
3. ODOC will pay Employee a single lump sum payment of \$85,000. Employee shall be responsible for all applicable deductions, including but not limited to federal, state, and city taxes.
4. Should ODOC not secure the required funding by a date reasonable to the agency, this Settlement Agreement shall be null and void, and the Employee will be reinstated with an effective date of July 19, 2019 per the terms of the Arbitration Award issued in grievance COM-2018-03967-09. Said reinstatement must occur no later than within two (2) pay periods of ODOC's confirmation of the lack of the required funding.
5. All parties understand this Settlement Agreement replaces the Arbitration Award and further understand and agree that no further remedy will be provided to any party.

OCSEA agrees to waive any and all rights it may currently or subsequently possess to obtain any reparation, restitution or redress for its members as a result of the events which formed the basis of the aforementioned grievance, including the right to have the grievance resolved through arbitration, or through resort to administrative appeal or through the institution of legal action.

OCSEA agrees to withdraw the aforementioned grievance and to waive its right to pursue any and all claims that may arise as a result of the implementation of the terms of the Agreement.

All parties to this Agreement hereby acknowledge and agree that this Agreement is in no way precedent setting. This Agreement shall not be introduced, referred to, or in any other way utilized in any subsequent arbitration, litigation, or administrative hearing except as may be necessary to enforce its provisions and terms.

Amy Sherr
Ohio Department of Commerce

8-14-2019
Date

Christ S. Hoff
ODAS, Office of Collective Bargaining

8-14-19
Date

Michael L Ruffe, staff rep
OCSEA, AFSCME Local 11

7/29/19
Date

RBL
OCSEA, AFSCME Local 11

8-1-19
Date

Employee agrees:

To waive any and all rights they may currently or subsequently possess to receive any reparation, restitution or redress for the events which formed the basis of the aforementioned grievance, including the right to resort to administrative appeal or through the institution of legal action. Employee specifically agrees to withdraw the following actions which are currently pending:

I have read the above paragraph and I am making a KNOWING and VOLUNTARY Waiver of my rights as set forth above.

Olivia Malcom
Employee, Olivia Malcom

7/29/19
Date