

#1159

**IN THE MATTER OF ARBITRATION**

**BETWEEN**

**STATE OF OHIO – THE OHIO DEPARTMENT OF PUBLIC SAFETY  
DIVISION OF STATE HIGHWAY PATROL**

**AND**

**OHIO CIVIL SERVICE EMPLOYEES ASSOCIATION  
LOCAL 11  
AFSCME. AFL-CIO**

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Arbitration Date: December 28, 2016

Grievant: Arthur Philabaum  
BEFORE: Arbitrator Craig A. Allen

Advocate for the Employer:

Michael D. Wood  
Labor Relations Officer 3  
Office of Personnel  
Professional Standards  
1970 W. Broad Street  
Columbus, Ohio 43223  
[mdwood@dps.ohio.gov](mailto:mdwood@dps.ohio.gov)

Advocate for the Union:

Patti Hill  
Staff Representative  
OCSEA, AFSCME Local 11  
390 Worthington Rd., Suite A  
Westerville, OH 43082  
[phill@ocsea.org](mailto:phill@ocsea.org)

**RECEIVED / REVIEWED**

**MAR - 8 2017**

**OCSEA - OFFICE OF  
GENERAL COUNSEL**

## **I. HEARING**

The hearing was held December 28, 2016 at the OCSEA Union. The hearing commenced at 9:05 A.M.

The issue before the Arbitrator is “ Did the Employer violate Article 13 of the Collective Bargaining Agreement by scheduling the Grievant to work a non-standard schedule? If so, what shall the remedy be?”

## **II. STATEMENT OF THE CASE**

This is an issue case. The Union filed a grievance May 17, 2015 alleging a violation of Article 13 of the Contract. The grievance says the Grievant did not have two consecutive days off per Article 13 of the Contract. The Grievant worked 5/11 (Mon.) through 5/15 (Fri.) 5/16 (Sat.) Day off 5/17 (Sun.) Worked through 5/19 (Tues.) Scheduled to be off 5/20 (Wed.) And 5/21 (Thurs.). The resolution requested was that Article 13 of the OCSEA Contract be followed so Grievant has 2 consecutive days off.

## **III. PRELIMINARY MATTER**

The Employer objected to proceeding as it says the grievance was not submitted within twenty (20) days. The Employer argued that the schedule was posted in January covering Memorial Day which was in May. The bid period started in February and the Grievant was aware of the schedule. The Union argued that arbitrability was not raised at mediation. The Employer said it was not aware of it at that time and Arbitrators had ruled that it could be raised at the arbitration hearing.

The Employer argued Article 25.02 Step one which says "All grievances must be presented no later than ten (10) working days from the date the grievant became or reasonably should have become aware of the occurrence giving rise to the grievance not to exceed a total of thirty (30) days after the event."

The Union argued that schedules change and the Grievant was not aware until May.

The Arbitrator withheld ruling on this issue as whether the Grievant was "reasonably aware" was a matter of fact and required evidence.

#### IV. THE UNION'S CASE

The Union's first witness was Cathy Deck. Ms. Deck worked for two (2) years with the Department of Public Safety Division of Highway Patrol. While with the Highway Patrol she ordered supplies and worked with vendors' contracts with six (6) Posts. Her work was mainly on the financial side. Ms. Deck then went to the Emergency Management Agency (EMA) where she monitors federal grants.

Ms. Deck is President of OCSEA Chapter 2505 and is on the Board of Directors of the State OCSEA. Ms. Deck testified that there was never a practice where the Motor Carrier Enforcement Inspectors (MCEI) did not work five (5) days on and two (2) off. It is a five (5) day job with the Patrol.

Ms. Deck testified that Public Safety came to her about the MCEI schedule change for Memorial Day, July 4 and Labor Day. The schedules are arranged around holidays and weekends. She said two (2) holidays are always on weekends.

Ms. Deck testified that management never talked to her about forty (40) hours on and two (2) off.

Ms. Deck said there never was a practice where they didn't work five (5) on and two (2) off.

Ms. Deck testified that she got the schedule for the holidays and the MCEI were working six (6) or seven (7) days straight and then not two (2) consecutive days off. Ms. Deck said she would never have agreed to a schedule change. She said other MCEIs had contacted her. Ms. Deck said the MCEIs report to District 6. District 6 is in the same building as the Ohio EMA.

Ms. Deck was referred to page 31 of the CBA which says "The Employer shall notify the Union of a non-standard work schedule". Ms. Deck testified that the Employer did not.

Ms. Deck read Joint Exhibit 2 (JX2) and testified that it was the bid schedule of February 22, 2015 and it was all Monday through Friday. The Grievant is listed on line 2 of JX2.

Ms. Deck testified that in May the Grievant worked Monday through Friday, May 14. The Grievant worked Sunday, May 17, and Monday and Tuesday off Wednesday. The Grievant then worked May 22, May 23, May 24, May 26. He was off May 27. He worked May 28, May 29, and May 30. He was off May 31.

Ms. Deck testified that in June the Grievant worked five (5) days on with two (2) off. The Grievant then worked six (6) days in a row with Thursday and Friday off and worked Saturday. Ms. Deck testified she did not see JX2 prior to implementation.

Ms. Deck then testified that the MCEIs are paid federal money. The five (5) day schedule is for civilian employees. Only Troopers work a seven (7) day schedule. She said IT, Maintenance, MCEI are all on a five (5) day schedule.

Ms. Deck testified that if Union employees would have been given a chance to have input, and had gotten two (2) days off, they would have agreed. No one in her Chapter doesn't work five (5) days.

On Cross-Examination Ms. Deck said she had never worked for Licensing and Commercial. She testified that all members of her Chapter work a standard work week.

Ms. Deck testified that some of the duties of MCEIs are to do on road checks of vehicles. They also inspect school and Church buses. She was asked about situations elsewhere and said she only knows about matters in her Chapter.

The Union's next witness was Harold Milton Smith, Jr. Mr. Smith has been an MCEI supervisor for five (5) years. Prior to that he was an MCEI inspector. He supervises seven (7) people, four (4) of which report to him.

Mr. Smith testified that all MCEIs do Commercial inspections and enforce rules and regulations. The inspections are Level 1. These are Mechanical trailer, Driver's Log and all parts of the vehicle. MCEIs go under the vehicle and check brakes, lights, etc. MCEIs can place a vehicle out of service. They also can give a citation for a violation.

Mr. Smith testified MCEIs have no quota. They do have a goal of 1,000 per MCEI per year. He said MCEIs inspect the obvious such as lights out. If there is a poor safety rating the vehicle is always checked. The MCEIs also do random checks.

Mr. Smith testified that he makes the MCEI schedule and that he had assisted with JX2. The schedule shows the week of May 3, the Grievant worked five (5) days on and two (2) off. Mr. Smith testified that the schedule changed to cover the weekend before the Memorial Day holiday. Eighty (80) per cent of the MCEIs had to work. From May 17 to May 30 there were major changes in the schedule.

Mr. Smith testified that Sgt. Reimer and Cathy told him - If you work seven (7) days you get two (2) off. He said he tried to set it up so there were no seven (7) days straight, split it up

with days off. Mr. Smith then testified that MCEIs do a lot of driving and need to be alert. He said some drivers make threats and there is a Trooper in the area for every two MCEIs.

On Cross-Examination Mr. Smith testified he had no final authority on the schedule. The schedule goes to the Lieutenant. All MCEI schedules are bid. Mr. Smith said commercial vehicles travel on weekends and holidays. MCEI can work on weekends.

Mr. Smith testified that upper management wants MCEIs out on weekends. There is a higher volume of traffic but less commercial traffic on the weekend.

The Union's last witness was Lew De Rosario. Mr De Rosario is a MCEI. He started with the State PUCO in 1985 which was transferred to Public Safety in 1995. Mr. De Rosario testified his schedule had been Monday to Friday for twenty-eight (28) years.

Mr. De Rosario said two (2) years ago he asked management why MCEIs didn't work holidays. He was told the Master Agreement didn't permit it. Mr. De Rosario testified it then changed and you could work seven (7) or eight (8) days straight. He said it changed at the request of MCEI employees. Mr. De Rosario testified the bid schedule is different now. All of a sudden you are given a bid schedule for holidays. There was no Cross-Examination.

#### V. THE EMPLOYER'S CASE

The Employer's first witness was Jennifer McClendon. Ms. McClendon has been with the State six (6) years and Manager of Compensation Two (2) years. Her duties are to update classifications, job duties, performance evaluations, etc.

Ms. McClendon was given Exhibit Management (M) one (1). This is the MCEI Class Specification. MCEIs are to assist the public, work overtime, nights and weekends.

Ms. McClendon then read Exhibit M-2. This is the position descriptions for MCEI. Working days and hours may vary. The Union objected that the Exhibit was dated after the Grievance. Ms. McClendon testified that only the essential box is changed and the position description is most updated.

Ms. McClendon was referred to Article 13.02 pages 30 and 31 of the CBA. It says: "Work schedules for employees who work in five (5) day operations need not be posted. Work schedules for employees who work in seven (7) day operations shall be posted at least fourteen (14) days in advance of the effective date.

Ms. McClendon then read Exhibit M-3 which is the MCEI job posting. She testified the Exhibit says overtime, nights and weekends. MCEIs are assigned non-standard work schedules. She considers shifts rotating.

On Cross-Examination Ms. McClendon testified she works for HR and does not see the schedule. She said Exhibit M-2 was written by HR and she cannot say who authorized it in the beginning. Ms. McClendon testified that Exhibit M-1 was written by the Department of Administrative Services (DAS). DAS writes all Class Specifications.

Ms. McClendon said Non-Standard is determined by the job description and Class Specifications.

On Re-Direct Examination Ms. McClendon said she oversees all Class Specification and Position Descriptions.

The Employer's next witness was James Feddern. Trooper Feddern has been with the Ohio Highway Patrol since October 1995. He has been the MCEI manager since 2000. Trooper Feddern oversees the MCEI Training Program. There is training in Licensing Commercial

Standards. MCEIs enforce Federal and State Laws and Regulations. MCEIs also do mandatory bus inspections.

Trooper Feddern testified trucks and buses run 24/7/365. He said MCEIs assist in crashes. He testified MCEIs are subject to call out 24/7. All MCEI schedules are not the same. Trooper Feddern said schedules are determined by need by District.

Trooper Feddern then testified that work is done with other states to target enforcement. This includes weekends and holidays. He read Exhibit M-4 which is the LCS Docket for Commercial Crash Reduction. Exhibit M-4 is reason MCEIs are scheduled on weekends. More civilian cars impact on commercial traffic.

Trooper Feddern testified that the MCEI schedule is posted twice a year for bid. He said in his thirty-five (35) years experience non-standard schedules are normal.

On Cross-Examination Trooper Feddern testified that Exhibit M-4 is part of road watch 100 program.

On 9 - 11 MCEIs worked different schedules watching for terrorist and hazardous material. He said the MCEIs are professional and that 85% coverage is needed on the weekend. Trooper Feddern was asked: "Why not work the MCEI at different times?" He said: "Hard to check vehicles at night because lights are needed." Trooper Feddern testified commercial drivers don't expect us at night or holidays.

The Employer's next witness was Aaron Reimer. Lieutenant Reimer has been with the Ohio Highway Patrol for nineteen (19) years. He works at general headquarters and is the District 6 Enforcement Supervisor. Trooper Feddern is responsible for school and Church bus inspections.



Lieutenant Reimer testified that general headquarters publishes the MCEI schedules and they are set by seniority. He was referred to Exhibit M-5 and said it was the MCEI bid schedule.

Lieutenant Reimer testified that the bids are for six (6) months in two (2) three (3) month posts. The Grievant signed on January 5. When the Memorial Day Holiday was determined it scheduled MCEIs out on the road. The MCEIs got very little holidays.

Lieutenant Reimer testified that the allotment of hours is divided and bid. The Notice was sent by E-Mail and also provided at Roll Call and in person. No one was denied overtime. He read Exhibit M-6 which is the duty assignment for the Memorial Day weekend. The Grievant had four (4) hours on May 24 and also the holiday. MCEIs Walker, Morrison, Pack and the Grievant worked holidays. He testified that the holiday was a voluntary work day.

On Cross-Examination Lieutenant Reimer testified he had a bank of hours divided among employees. There was overtime for Friday, Saturday and Sunday. He testified that holiday weekends started after he was there.

There was no rebuttal. The hearing adjourned at 11:40 A.M. The parties agreed to submit written Closings by February 10, 2017 at 5:00 P.M.

## **VI. OPINION AND AWARD**

The Union says there is no dispute that the Grievant worked anything other than five (5) days on followed by two (2) consecutive days off and holiday observed.

In response to the Employer's procedural objection the Union contends the grievance was timely filed. The Employer contends the Grievant knew in January, five months prior to filing the grievance that his work week would consist of several single days off in the month of May. The Union argues it stands on the language of the Collective Bargaining Agreement (CBA). The

CBA, at Step 1, allows for the grievance to be timely filed where the grievance is written up to 30 days after the occurrence giving rise to the grievance. The Union argues the first single day off occurrence was Saturday, May 16, 2015 and the grievance submission was May 21, 2015. The Union contends the grievance was timely filed at Step 1.

The Union cites Elkouri: "A party sometimes announces its intention to do a given act but does not do or culminate the act until a later date. Similarly, a party may do an act whose adverse effect upon another does not result until a later date". The Union argues the grievance was not ripe until the later date contending that the Employer would have argued that a grievance filed in January would be improper as no harm had occurred.

The Union points to the language of Article 13, Work Week, Schedules and Overtime. The Union says the CBA modifies the Employer's rights regarding, work week, schedules and overtime. The Union argues the CBA requires the Employer to provide a 40 hour work week and sets constraints on how the 40 hours weekly is applied. The language requires 5 consecutive days with 2 consecutive days off.

The Union argues that Article 13 refers to "current practice" concerning a non-standard work week at the time the language was written.

The Union points out the Employer wants to define the change to single days off as a non-standard work schedule. The Union argues that if a single day off is a non-standard work schedule Article 13 prohibits the Employer from creating any new non-standard work schedules without prior notice to the Union. The single days off would be a newly created non-standard work schedule to which the Union did not get notice. The Union says there is no employee in the bargaining unit working a schedule with split days off, therefore the split days off is not a

schedule that exists prior to the instant grievance. The Union also argues that the use of split days off is arbitrary and capricious. The Employer gives no evidence the Grievant's split days off added a benefit to the Employer.

The Union argues the CBA defines a standard work week as having 2 consecutive days off. Therefore, the split days off is a non-standard work week. The Union further argues the Employer is not permitted to apply a non-standard work week without notice to the Union prior to creation.

The Union says Article 13 indicates the parties intended the work week to be standard unless otherwise mutually agreed. The Union argues the CBA requires the Employer to enter into negotiations with the Union for a non-standard work week where it is not established by practice.

The Union also argues the parties have decades of past practice for 2 consecutive days off and the practice should be considered binding. The practice is clear, consistent and the parties are aware of it. The MCEIs reasonably understood and expected the practice. The Employer does not have evidence of inconsistencies in the practice. The practice has held over 2 agencies. The MCEIs were originally in the Public Utilities Commission of Ohio and currently the Department of Public Safety.

The Union argues neither the Union nor the Employer protested the practice nor sought to change the practice through bargaining. The Union also argues the Employer has not cited any underlying basis that requires the 2 consecutive days off be discontinued.

The Union cites the testimony of Jennifer McLendon. Ms. McLendon said the Employer has always held the right to a non-standard schedule in accordance with the class specs, vacancy notices and the position descriptions.

The Union argues that it is not consulted on MCEI vacancy notices or position descriptions nor notice of any revision. The Union cites the testimony of Lewis De Rosario who testified he was employed in the 80's and worked with 2 consecutive days off. The consecutive day off practice was established in the 80's.

The Union argues that if Ms. McLendon was correct the Employer still has two hurdles to jump over which are practice and notice. The Union further argues that if the Employer did have a unilateral right to implement a non-standard work week it waived that decades ago.

The Union asserts that there are no examples in the agency nor in the 30,000 OCSEA bargaining unit members in which employees, who are provided 2 days off, have split days off. Neither the Union nor the Grievant could reasonably expect that the Employer would split his days off.

The Employer contends the grievance is not procedurally arbitrable as it was not submitted timely.

The Employer cites Section 25.02 of the CBA: "All grievances must be presented no later than ten (10) working days from the date the grievant became or reasonably should have become aware of the occurrence giving rise to the grievance not to exceed a total of thirty days after the event." The Employer contends that bidding for work schedules happens two (2) times per year for MCEIs. On January 25, 2015 the Grievant bid for and signed the Duty Assignment Bid Sheet for the period including the Memorial Day holiday. The Employer argues the Grievant was aware then he would have to work the Memorial Day holiday.

The Employer argues that the Union's witness MCEI Lewis De Rosario indicated that Union Chapter President Cathy Deck was made aware of the reasons for the instant grievance

shortly after the Grievant bid on his schedule.

The Employer also says that MCEI Supervisor Smith testified he consulted with Ms. Deck when creating the schedules to cover the three major summer holidays. She was aware the MCEIs would work a seven (7) day schedule with two (2) days off. He testified she told him the Union was okay with one (1) day off prior to and after the holiday schedule week to put them back to their preferred Monday to Friday schedule. The Employer argues the Union did not refute this testimony by recalling Ms. Deck to testify.

The Employer says the grievance was not filed until May 21, 2015, 137 days after the Union and Grievant were made aware of the Memorial Day Holiday Schedule. The Employer argues the Union and the Grievant were made aware on January 5, 2015 of the schedule so the grievance is untimely.

The Employer cites three (3) arbitration decisions: State of Ohio, ODOT v OCSEA, Local 11, Denise DeVoe (1991); State of Ohio, DYS v OCSEA, Local 11, Tanya Davis-Prysock (2009) and OCSEA, Local 11, Hal Harlow v State of Ohio DYS (2010). In these cases the Arbitrators ruled that the grievances were untimely filed. The Employer contends these cases demonstrate the parties strictly adhere to contractual deadlines.

The Union contends the Employer waived its right to the procedural objection of timeliness because it did not raise the objection until the date of the arbitration hearing. The Employer says the procedural error was not discovered until after the grievance mediation in January 2016.

The Employer cites Elkouri and Elkouri: "The right to contest arbitrability before the arbitrator is usually held not waived merely by failing to raise the issue of arbitrability until the

arbitration hearing.”

The Employer says there are approximately 25,000 crashes annually involving commercial motor vehicles. The Licensing and Commercial Standards Section (LCS) developed a strategic plan and created a program directed at reducing crashes and serious crime on the interstate highways. The MCEIs statewide were required to work the Memorial Day, Independence Day and Labor Day holiday weekends. Bid schedules were created to allow for maximum coverage from Friday to Monday of the holiday periods .MCEIs would bid on schedules by seniority. The Employer contends scheduling the MCEIs during this time it increased the visibility of enforcement officers as a deterrent for traffic law violations.

The Employer argues that the Grievant and all MCEI employees work a non-standard schedule per Article 13.01 of the CBA: “Work days and days off for full-time employees who work non-standard work weeks shall be scheduled according to current practice or so that each employee shall have at least two (2) days off in any nine (9) day period”.

The Employer refers to the testimony of Jennifer McLendon who confirmed the Grievant works a non-standard schedule. The Employer argues that the evidence is MCEIs “may be required to work overtime, work nights or weekends, in all types of weather and rotating shifts” and “working days and hours may vary”. The Employer points out that Ms. McLendon has six years experience working for the Department of Public Safety, two of which she personally oversaw all employee classifications and position descriptions. She testified based on her knowledge and experience, the evidence clearly places the MCEI Classification in a non-standard work week.

Union witness Ms. Deck testified that during her entire time as a state employee, MCEIs

worked a "5 and 2 operation" (standard work week).

The Employer argues that Ms. Deck testified on Cross-Examination that she never worked in LCS and was not responsible for managing and creating MCEI schedules and therefore her knowledge of prior schedules is hearsay. Ms. Deck testified that civilian employees of the Department are working in five day operations (standard work weeks) whereas only sworn officers in the Highway Patrol are working in seven day operations.

The Employer argues that Ms. Deck's testimony was invalidated when it was raised that civilian employees of the Ohio State Highway Patrol such as Criminalists and Dispatchers work seven day operational schedules. On Cross-Examination Ms. Deck admitted she did not have first-hand knowledge of all civilian work schedules.

Ms. Deck testified that the Employer failed to notify the Union, citing an excerpt from Section 13.02 of the CBA: "The Employer shall notify the Union prior to the creation of any new non-standard work week". The Employer argues that the MCEIs have always worked standard schedules, therefore notification of changes in an existing non-standard work schedule is not necessary. The Employer says Union Witness MCEI Supervisor Smith testified he consulted with Ms. Deck when creating the schedules to cover the three major summer holidays. She was aware the MCEIs would work a seven (7) day schedule with two (2) days off prior to and after the holiday schedule week to put them back to their preferred Monday to Friday schedule. The Employer argues the Union did not refute this testimony by recalling Ms. Deck to testimony.

The Employer says MCEI De Rosario testified he asked the Employer "to work the holidays two years ago like the troopers do to promote safety". The Employer argues this falls in line with the Employer's initiative to have them work the three (3) summer holidays.

Ms. McLendon cited excerpts from Section 13.02 of the CBA: "Work schedules for employees who work in seven day operations shall be posted" and "The parties recognize that there are certain jobs which require non-standard work schedules".

She testified that because the unusual working conditions, job postings and language regarding working days and hours may vary, in addition to the duties placed on MCEIs, it clearly places the Grievant in a non-standard work week. She went on and explained the CBA states work schedules in seven day operations will be posted, and by requiring MCEIs to bid on their schedules, it without a doubt places them in a non-standard work week.

The Employer says Motor Carrier Enforcement Manager (MCEM) James Feddern testified that MCEI schedules are posted and bid upon twice a year in quarterly increments per Section 13.02 and in his 35 years of experience, varying schedules were normal. Lieutenant Aaron Reimer confirmed by testifying the bidding process is conducted twice annually and had been during his time as a Sergeant in LCS. MCEM Feddern attested to the reasons for the schedule during the Memorial Day weekend as being operationally essential.

The Employer also says MCEM Feddern testified that Motor Carrier Enforcement is a 365 day, 7 day per week, 24 hour operation and that commercial traffic does not stop at 5:00 P.M. Further there is a dramatic increase in non-commercial traffic around the trucks and buses during the major summer holidays. By putting the MCEIs out during this time, it increased visibility of enforcement officers to both commercial and non-commercial drivers and served as a deterrence for traffic violations.

The Employer says at Step 2 the Union added Article 13.07 Overtime to the grievance arguing that the Grievant's schedule was changed to avoid the payment of overtime.



MCEM Feddern testified that MCEIs were not required to work the actual holiday they could elect to do so. Lieutenant Reimer testified the Grievant had volunteered to work overtime hours and the holiday.

The Advocates for the parties have done an excellent job presenting their parties' positions.

The procedural objection of the Employer is over-ruled. The schedule was posted in January. The first day off occurrence was May 16, 2015 and the grievance was filed May 21, 2015. The length of time from January to May leads the Arbitrator to credit Elkouri: "A party sometimes announces its intention to do a given act but does not do or culminate the act until a later date. Similarly, a party may do an act whose adverse effect upon another does not result until a later date. In some such situations arbitrators have held that the "occurrence" for purposes of applying time limits is at the later date."

Article 13.01 of the CBA says: "The CBA was in effect from March 1, 2012 until February 28, 2015.

The plain language of the CBA refers to current practice. The evidence is clear that the MCEIs, including the Grievant, were all working a standard work week on March 1, 2012. Ms. Deck's testimony is clear on this point. The Employer attempts to challenge her testimony by referring to her lack of knowledge of the schedule of Criminalists and Dispatchers. However, Ms. Deck testified that employees of her bargaining unit worked standard work weeks. As Chapter President this would be within her knowledge.

The Employer bases its argument on its evidence such as the position description. The problem for the Employer is that the long standing past practice is a standard work week for the

MCEIs.

The Employer cites Article 13.02 of the CBA: "Work schedules for employees who work in seven day operations shall be posted." The operation may be seven days but the MCEIs have always worked five (5) on and two (2) off. The Employer could have scheduled the MCEIs to work Saturday and Sunday and had Monday and Tuesday off.

The Arbitrator does not find the use of split days off as arbitrary or capricious.

The Union's argument that it does not get consulted on position descriptions or classifications is not persuasive. There was no citation to any Article of the CBA that would require the Employer to do so.

Since the evidence is clear that the MCEIs had always worked five (5) days on and two (2) days off and since this was also the current practice, March 1, 2012 the Employer in this case had created a non-standard work week. It is required under Article 13.02 to give Notice to the Union. Ms. Deck testified that she would never have agreed to a schedule change and there was no Notice to the Union. Trooper Feddern said he did not recall Notice to the Union.

The Employer cites the testimony of MCEI Supervisor Smith that Ms. Deck agreed to the schedule change.


The Arbitrator has considered all the evidence and Exhibits and finds there was no Notice to the Union as required by the CBA.

The Grievance is granted in part and denied in part.

The Department of Public Safety is ordered to cease and desist changes to the standard work week without Notice to the Union. The Grievant shall have two (2) vacation days restored to him.

The request to pay the Grievant for the two (2) incidents of missing consecutive days off is Denied.

Entered at Ironton, Ohio this 2<sup>nd</sup> day of March, 2017.

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**Craig A. Allen**  
Arbitrator