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## **PROCEDURAL HISTORY**

Pursuant to the collective bargaining agreement (the “CBA”) between the Career Fire Fighter Paramedics Association of Ocean City, IAFF Local 4269, International Association of Firefighters, Local 4269 (the “Union”) and Town of Ocean City, Maryland (the “Employer” or the “Town”), the parties designated Homer C. La Rue (the “Arbitrator”) to determine certain issues arising between the parties under their CBA.

There was no issue as to arbitrability, and the parties agreed that the dispute was properly before the Arbitrator for final and bind disposition. The parties presented evidence and arguments on April 1, 2016. Grievant and the Union were represented by legal counsel selected by the Union. The Employer was represented by legal counsel selected by the Town. The hearing was held in Ocean City, Maryland.

There was no stenographic record of the hearing. The hearing was closed on April 1, 2016. The parties made oral closing arguments at the close of the hearing on April 1, 2016. The hearing and the record were closed on April 1, 2016.

## **ISSUE**

Whether there was just cause for the suspension of Mark Lloyd, and if not what shall be the remedy?

## **RELEVANT PROVISIONS OF THE COLLECTIVE BARGAINING AGREEMENT**

### **ARTICLE 7 GRIEVANCE AND ARBITRATION PROCEDURES**

(Jt. Ex. 1<sup>1</sup>)

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<sup>1</sup> “Jt. Ex.”, followed by a number, means “Joint Exhibit” and the number thereof. “Er. Ex.”, followed by a number, means “Employer Exhibit” and the number thereof. “Un. Ex.”, followed by the number thereof, means “Union Exhibit” and the number thereof.

\* \* \*

B. All grievances shall be submitted and adjusted in the following manner:

\* \* \*

Step 4:

\* \* \*

(f) ...The Arbitrator's fees and billed expenses shall be paid by the loser when the issue grieved is the discipline or termination of an Employee.

## **RELEVANT STANDARD OPERATING GUIDELINES**

### General Policies

#### Section: 220.00

(Jt. Ex. 11)

#### 220.0 Purpose

To provide policy and guidelines for safe, and effective operations of the Fire Stations.

#### 220.01 Policy

A. The on-duty Officer in Charge is responsible for the operation of the Fire stations during their shifts.

\* \* \*

#### 220.06. Sleeping

\* \* \*

D. There shall be no unnecessary disturbance of sleeping persons between the hours of 2300 and 0700 hours or during other permitted times.

### EMS Operations

#### Section: 305.0

(Jt. Ex. 8)

#### 305.01 Purpose

A. To provide uniform guidelines for implementing Fire Department response and readiness standards for medical and fire services.

B. To provide a minimum response time to alarms within the city and areas surrounding the city.

305.02 Policy

- A. The goal of the Ocean City Fire Department, Fire-EMS Division is to have the first due unit on the street and responding within 2 minutes of the time of dispatch, with a 90% compliance.

\* \* \*

- E. If there is a response time (dispatch to out the door) of greater than 2 minutes, the Fire-EMS OIC will be notified and reported into the OIC Daily Log. Any response time in excess of 3 minutes shall require an Incident Report to be prepared.

Subject: Dispatching EMS Calls	S.O.P. 500 N-1
	Revised: June 27, 2012

(Jt. Ex. 7)

**Initial Dispatch of an EMS Call:**

\* \* \*

If a Career crew does not acknowledge a call after 60 seconds, the dispatcher shall attempt to contact the crew for status. If there is no response the next crew shall be dispatched.

After acknowledgement by the 2<sup>nd</sup> crew the dispatcher shall attempt to contact the original crew via radio, telephone, pagers, etc...

\* \* \*

**BACKGROUND FACTS**

Certain facts are not in dispute. On August 10, 2015, a Personnel Action Report ("PAR") (Jt. Ex. 12) was prepared by Chuck Barton, Deputy Fire Chief ("Deputy Chief Barton"). The PAR ordered the suspension of Mark Lloyd, Firefighter/Paramedic<sup>2</sup> ("Grievant") "...without pay for 1 shift (24 hours). The suspension...[was served] on Monday, August 17, 2015." (Jt. Ex. 12).

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<sup>2</sup> "Firefighter/Paramedic" will be abbreviated as "FF/PM".

It is further undisputed that “[Grievant] was on duty at OCFD Station #3 from 07:00 on Tuesday, July 28, 2015 until 07:00 on Wednesday, July 29, 2015...[Grievant] was assigned to Paramedic 3 with FF/PM Cory Brown (“FF/PM Brown”) and FF/PM Donald Messick (“FF/PM Messick”). (Jt. Ex. 12, p. 1) In dispute is whether Grievant “...and his crew failed to promptly to acknowledge and respond to the call, as was their duty.” (*Id.*). According to the Town, but disputed by the Union, “...Paramedic 3 was alerted to respond to...an assault victim...at 01:36 on the morning of Wednesday, July 29, 2015.” (*Id.*). Paramedic 3 did respond, but according to the Town, the crew did so only “...after being re-alerted for the call, resulting in a delayed response time...of 10 minutes, 13 seconds.” (*Id.*).

Grievant prepared an incident report as required by the Town’s Fire Department standard operating procedures. Grievant’s report disputes that there was a dispatch communication before 01:45 on July 29, 2015. The Incident Report Form (Jt. Ex. 6), dated July 29, 2015, in pertinent part, reads:

██████████ [the dispatcher] advised me [Grievant] that a ten minute response had occurred with this call. I told him that it was unclear how it was a ten minute response since I answered up on the radio that we were Direct on the call. ██████████ told me that he was not sure if the initial dispatch even went through. He advised me that his console screen does not change to RED anymore when the dispatch is not acknowledged. ██████████ told me that he contacted and wrote a [sic] incident report to his supervisor.

(*Id.*).

Grievant’s Incident Report further accounts that he learned of the purported ten-minute delayed response to the assault incident from a fellow FF/PM, Kim Tull (“FF/PM Tull”). Neither party called FF/PM Tull to testify at the arbitration hearing. Grievant’s account in his Incident Report, in pertinent part, reads:

Upon returning to the station I was met on the front PAD by FF/PM Kim Tull at which time she advised me to call communications. Kim advised me that the dispatcher ██████████ had contacted her by cell phone asking her to have me [Grievant] contact him [██████████] about

the call at Mackys. I called communications from the station phone and spoke to [REDACTED].  
(Jt. Ex. 6).

Captain [REDACTED] ("Capt. [REDACTED]") had been the Officer in Charge (the "OIC") during the period of the incident. Capt. [REDACTED] was directed by Assistant Chief Chris Shaffer ("Asst. Chief Shaffer"), the investigating official, to make a written account of what he learned of the alleged delayed response incident. That written account was in the form of an email to Deputy Chief Barton and to Asst. Chief Shaffer, dated July 29, 2015 6:53 AM. (Jt. Ex. 3). In pertinent part, Capt. [REDACTED] account reads:

I received a call from...[Grievant] at 0247 this morning reporting that "We have a problem"...[H]e advised me that there was apparently a 10 minute response time to a call for an assault at Macky's...The original dispatch, according to CAD times, was 0137—this is the same time that I have the call on the Chief Mobile app on my phone. ...[Grievant] advised they did not receive a dispatch until approximately 0145. He also stated that the only dispatch in the call history of his pager was for 0145—I [Capt. [REDACTED]] cannot verify this as the battery in pager that I was utilizing had died.

I also contacted Communications in attempt to understand what had happened. The dispatcher advised that he had apparently dispatched the call at 0137 and that it was on the recorder. He also advised that their "consoles turned red" when a unit was dispatched and marked responding after two minutes; he [the dispatcher] reported that this did not occur in this instance. When he realized that an extended period of time had passed he attempted to contact Station 3 over the radio with no success and I believe that he stated he contacted them via landline after which he dispatched the call for a second time and PM 3 responded.

When I pulled other pagers from Headquarters in the morning I reviewed the call history stored in that pager and there were two pages for Macky's—one at 0136 and one at 0145.  
(Jt. Ex. 3).

Capt. [REDACTED] received a counseling regarding his handling of the delayed-response incident. He received that counseling on August 5, 2015. (Jt.

Ex. 9). Capt. ██████ supervisor discussed with Capt. ██████ "...the supervisor's responsibilities under SOG 108." (*Id.*).

██████ the dispatcher, is employed by the Ocean City Department of Emergency Services, Communications Division (the "OCDES"). The OCDES is independent of the Ocean City Fire Department. The Communications Division of the OCDES is responsible for dispatching to both the police and fire departments. ██████ received a written reprimand on July 30, 2015. The reprimand, in pertinent part, reads:

Your failure to follow this 60 second requirement contributed to a delayed response by paramedic personnel. A check of Fire/EMS calls for servicing the same time period revealed that no additional calls were on going to prevent you from a timely status check for the Macky's call.

(Jt. Ex. 10, p. 1).

██████ included a response to his supervisor with the written reprimand. He apologized "...for not following SOPs during the Macky's EMS call for service." (Jt. Ex. 10, p. 2). He further stated that he "...was used to seeing the unit turn red at the 2 min mark and now that has changed." (*Id.*).

The other two members of PM 3 also were disciplined for the alleged delayed response on the date in question. Neither of them, however, have the right to grieve discipline because they are part-time employees of the Fire Department. The CBA only covers full-time employees. FF/PM Brown and FF/PM Messick provided written statements during the investigation. FF/PM Messick, in pertinent part, wrote:

I heard the call prior to our dispatch for PM 3-1 without any problem and then heard our dispatch which...[Grievant] immediately acknowledged. I do not believe that our pagers or station alert tripped for the initial dispatch for the Mackey's call 10 min prior to our response. I had my radio on channel 4 and turned on and had a pager next to the bed turned up....

(Jt. Ex. 4).

FF/PM Brown also wrote a statement. He wrote: "I am not sure if there was some kind of technical difficulty with the Dispatch system or Station 3, but



I am confident that the three of us did not miss the first alert for this call.” (Jt. Ex. 5).

### **THE TOWN’S POSITION AND CASE**

The gravamen of the charge against Grievant is that he and his crew slept through the 0136 dispatch on Wednesday, July 29<sup>th</sup>. The Town does not charge that Grievant was not permitted to have been asleep during the period in which the call came in. The Town charges that Grievant, though permitted to be asleep, was obligated to be awakened by a dispatch-alert and to answer the call when it comes in even during a period of permitted sleep.

#### **A. The Investigation of the Incident of July 29, 2015**

Asst. Chief Shaffer testified that he learned of the incident from Capt. [REDACTED] on the morning of July 29, 2015 when Asst. Chief Shaffer reported to work. Asst. Chief Shaffer reported the matter to Deputy Chief Barton who instructed Asst. Chief Shaffer to conduct an investigation and to make a report. Asst. Chief Shaffer testified that he did so and produced a written report on July 30, 2015 (the “Shaffer Report”). (Jt. Ex. 2). The Shaffer Report recounted what had been told to Asst. Chief Shaffer by Capt. [REDACTED]—that “...PM 3 took approximately ten minutes getting out the door.” (Jt. Ex. 2, p. 1).

The Shaffer Report further recounted that:

Captain [REDACTED] stated that he didn’t believe the information provided to him by Communications was correct as he [Capt. [REDACTED]] ‘never heard the call himself..., his pager was dead but he had his radio turned up. He [Capt. [REDACTED]] reported to the bunkroom, found a pager that was charged played the calls back and confirmed the call was dispatched at 0136. After this, Captain [REDACTED] admitted to me [Asst. Chief Shaffer] that he [Capt. [REDACTED]] must have missed the call.

(*Id.*).

Asst. Chief Shaffer further testified that he obtained the Call Activity Detail (the "CAD") log for July 29<sup>th</sup>. A review of the CAD log confirmed that two calls for the Macky's assault-victim incident went out—one at 0136 and one at 0145. The CAD is created as a dispatcher receives a call and types in the information required in the CAD. A recording of the information is made in the CAD by each key-stroke of the mouse. In this instance, the CAD shows that the dispatch call went to Station 3. (Jt. Ex. 2, p. 3). If there had been no dispatch, no information as to the 0136 dispatch would have appeared in the CAD log.

The CAD logs showed the time-stamp for the call over the radio system, the computer console (i.e., console #5) over which the call went, and the length of the call. (Jt. Ex. 2, p. 5). Each FF/PM has a radio over which the officer receives dispatches. At the hearing, a voice-recording of the 0136 dispatch and the 0145 dispatch were played. The 0136 dispatch recording contained seven (7) minutes of silence during the radio broadcast. The 0145 dispatch, however, contains a recording of the tone associated with a dispatch, the words "Re-alert for the same call-Mackie on Coastal City Highway," the words "Macky's for a victim of an assault 0145," and the acknowledgment of receipt by PM 3—"3 Direct".

Asst. Chief Shaffer also testified that there is a pager that is supposed to emit a tone when a dispatch comes over the radio. Asst. Chief Shaffer did not confiscate the pager involved; and therefore, was not able to determine that the signal from the pager emitted the expected tone.

On cross-examination, Asst. Chief Shaffer testified that the radio system used by Communications for dispatches is an analog system which has been in place since 1992. The system is considered to be at "end-of-life". He acknowledged that there had been problems with the radios, and that they are scheduled to be replaced.

Asst. Chief Shaffer further testified on cross-examination that there is no test-message sent to determine if the radio system is working properly before the actual dispatch is sent. The dispatcher gets the information for emergency-

service-needed and sends the call to the appropriate unit—i.e., EMS, Fire Department, or the Police Department. On the night in question, there were three crews on duty.

The dispatch system, according to Asst. Chief Shaffer, includes the radio, the pager (which is on at all times), and a station alert loud-speaker system. The order of the alerts by the dispatcher are that the dispatcher hits a button, and the call goes to the radio. A tone then goes to the pager. There is then a station-alert over the loud-speaker system.

Asst. Chief Shaffer explained the operating procedures for dispatching an emergency crew. He explained that when the call went out at 0136, there should have been an acknowledgement of receipt in 30 seconds by PM 3. If there was no response after 60 seconds, the dispatcher should have dispatched another crew. In the instant matter, according to Asst. Chief Shaffer, the dispatcher did not attempt to reassign the call in the required time. Asst. Chief Shaffer went on to explain in further detail the dispatcher's failure to proceed properly. Asst. Chief Shaffer also recounted the shortcomings in the response of Capt. [REDACTED] to the situation.

### **B. The Decision to Discipline Grievant**

Deputy Chief Barton made the decision to discipline Grievant. He based his decision on the Shaffer Report. Deputy Chief Barton concluded that the 0136 dispatch did go out. He concluded, therefore, that discipline was appropriate. According to Deputy Chief Barton, the PM 3 had an absolute duty to respond to the 0136 call when it came over the radio. This duty exists irrespective of the fact that the crew had the right to be in their bunks and asleep during the period that the call came in.

Deputy Chief Barton further testified that his decision in the instant matter was consistent with other instances of a failure to respond in a timely manner. He recounted one instance in April of 2015 in which two of the three crew members slept through a call resulting in a four-minute delay in

responding. The two disciplined crew members received a 24-hour disciplinary suspension. There was another instance in August 2013 in which a crew member was asleep in an area of the station that did not have a pager. The other two members of the crew responded. The disciplined crew member received a 72-hour suspension because of a prior discipline.

According to Deputy Chief Barton, prior to 2013, the Fire Department had given reprimands for such infractions. In two instances in 2012, the delayed responses were attributed to someone having switched the radio channel; therefore, not permitting the call to be received. In 2012, the Department determined that it had a serious issue with delayed responses that needed to be addressed. It was at that time that employees were directed to keep their radios on at all times with the volume turned up. It also was in 2012 that the Department obtained pagers in order to create redundancy in the dispatch-alert system.

On cross-examination, Deputy Chief Barton acknowledged that Grievant, an employee of the Fire Department for 9 ½ years had very good performance evaluations. Deputy Chief Barton further testified that Grievant had very good knowledge of the job and was overall a good employee. Grievant had no prior instances of discipline.

As to the prior instances of discipline of other firefighter/paramedics, to which Deputy Chief Barton testified on direct-examination, he acknowledged that none of the charged employees claimed that there had been any equipment failure. In all of those past instances, the crew members simply did not wake up or failed to answer the call in which there was no doubt as to whether the call had been dispatched or received.

### **THE UNION'S POSITION AND CASE**

The Union called Donald Messick ("FF/PM Messick"). He was a member of PM 3 on the day in question, and had provided an account of the events of

July 29, 2015 in a written email to Asst. Chief Shaffer on July 30, 2015. He adopted that statement at the hearing. (Jt. Ex. 4). Consistent with that statement, FF/PM Messick testified that there was nothing unusual about the shift on July 29<sup>th</sup>. He testified that he was in his bunk during the designated rest period but was ready to respond to calls as required. FF/PM Messick stated that he heard a call come in about 30 minutes prior to the one to which his unit responded at 01:45. He further testified that he heard the pagers and the station alert for that earlier call and did not pay much attention to it because that earlier call had not been for his unit.

At about 01:45, according to FF/PM Messick's account, he first heard the pager and station-alert. He recalled that Grievant immediately responded to the call. FF/PM Messick also testified that he had his radio turned up and on the correct channel which was routine for him. FF/PM Messick further testified that he and the PM 3 crew got out of the door on time. He noted that the period from mid-night throughout the night in July is the busiest for the emergency medical service crews—lots of calls related to drinking.

Finally, FF/PM Messick testified that he first learned that there had been a 01:36 call when his crew returned to the station from their 01:45 dispatch. The crew was informed by FF/PM Toll that there had been a delay in an earlier call, and that the PM 3 crew was to contact the department. FF/PM Messick testified that in his three (3) years working as a part-time firefighter and paramedic, he had never missed a call nor slept through one. He contended that he did not sleep through a 01:36 call on July 29<sup>th</sup>. FF/PM Messick could not think of anything that would have prevented the crew from hearing the call if it had come in.

Grievant also testified that the only call that he heard come into the station was the one to which his crew responded at 01:45. He learned of the alleged delayed response from FF/PM Toll upon returning to the station. Grievant testified that when he contacted Dispatch and was told of the delayed response incident, the Dispatcher (██████████) told Grievant that the Dispatcher was not

certain that the 0136 dispatch had gone through. Grievant gave substantially the same account in his Incident Report of July 29, 2015 (Jt. Ex. 6). Grievant adopted his written account of July 29<sup>th</sup> as true and accurate at the time to the best of his recollection. According to Grievant, he also talked to two lieutenants who had been in the station and on duty at the time. They too, according to Grievant, told him that they had not heard the 01:36 dispatch.

On cross-examination, Grievant testified that he had the volume on his radio turned up to "20". He stated that this volume-level was normally loud enough for him to be able to hear calls.

## **ANALYSIS AND DECISION**

### **A. Introduction**

The instant dispute involves the discipline of an employee. The arbitrator, in the case of public employees, may be required to interpret applicable statutory and case law in addition to interpreting the contract and making factual findings. The arbitrator may refer to sources other than the collective bargaining agreement for enlightenment as to the meaning of various terms of the contract. The essential role of the arbitrator, however, is to interpret the collective bargaining agreement with a view to determining what the parties intended when they bargained for the language. The arbitrator also is charged with the obligation of applying the applicable law if necessary.

The instant case is whether there was just cause for the discipline. "Just cause" is a phrase of art unique to collective bargaining agreements. The essential role of the arbitrator is to interpret the collective bargaining agreement with a view to determining whether the action of the employer is wrongful or not.

The "just cause" inquiry requires at least two primary determinations: (1) whether there is a reasonable basis under the collective bargaining agreement to impose discipline on the employee in the first instance; and (2) if there is a reasonable basis upon which to impose discipline, whether the penalty imposed

is reasonable under the totality of the circumstances. In determining the meaning of just cause or a wrongful disciplinary action under the instant collective bargaining agreement, the Arbitrator draws the essence of the decision and award from the terms of the collective bargaining agreement of the parties. Indeed, the validity of the award is dependent upon the arbitrator drawing the essence of the award from the language and meaning of the collective bargaining agreement. It is not for the arbitrator to fashion his own brand of work-place justice.

### **B. There Was Not Just Cause to Impose Discipline**

The Employer has the burden to prove by a preponderance of the credible evidence that there was just cause to impose discipline on the employee. In the instant matter, based on the totality of the record, the Town has failed to meet its burden of proof. There appears to be no doubt that there was a call to dispatch and an alert sent at 01:36 on July 29, 2015. The CAD logs support that finding of fact, and the testimony of Asst. Chief Shaffer also supports that finding. The factual question is a narrower one—is it more likely than not that the 01:36 dispatch was received over the radio, the pager and the station-alert loudspeaker system? The Town's evidence is insufficient to answer this question in the affirmative. Without a showing that the dispatch system worked as it was supposed to work, the Arbitrator is unable to find the Town's theory of its case persuasive. That theory is quite simple. Grievant and the members of his crew were asleep, as they were permitted to be, prior to the call. Because they were asleep, Grievant and his crew failed to hear the call at 01:36—a failure which warrants disciplinary action. A delay of eight (8) minutes in responding to the call ensued. The absence of a convincing showing that the equipment operated properly undermines the Town's theory of Grievant's culpability.

The Arbitrator credits the Town's witnesses as to the importance of maintaining a two-minute response time for emergency medical services. Minutes or even seconds may be the difference between life and death or severe

injury. The Town, however, has the responsibility to maintain an equipment alert-system that is reliable so that the crews may respond in a timely manner as rightfully demanded by the Fire Department. The Arbitrator cannot reasonably conclude, based on this record, that the equipment involved did operate as expected.

The doubt is first created by the Dispatcher, [REDACTED]. Grievant's account of his conversation with [REDACTED] is credited as creating reasonable doubt as to whether the system worked as it should have. [REDACTED] stated to Grievant that [REDACTED] was not certain that the call had gone out from Console #5. (Jt. Ex. 6). The Town's evidence in the form of the CAD logs only shows that [REDACTED] received a call for emergency service, recorded the call for service in the CAD, and pushed the button which should have sent the call to the radio, to the pager and to the station-alert loud-speaker system. [REDACTED] expected the Console to alert him if the call had not been timely acknowledged. Absent the console-alert to the dispatcher and/or the dispatcher implementing the appropriate procedure for re-call or reassignment, the Arbitrator cannot reasonably conclude that Grievant received the 0136 call and failed to respond.

The Console apparently did not show a "red" alert as [REDACTED] had expected. [REDACTED] own account in his statement appended to his counseling notice corroborates Grievant's assertion that something had gone amiss in Communications, and that [REDACTED] the Dispatcher, had not followed the SOPs during the Macky's EMS call for service. (Jt. Ex. 10). Furthermore, Asst. Chief Shaffer testified that the radio system is at "end-of-life", having been in place since 1992, and that the Department had had problems in the past with the radio system. It has been due to be replaced. While Capt. [REDACTED] also may have been culpable in exacerbating the delay, the Arbitrator does not consider Capt. [REDACTED] actions directly relevant to the question as to whether the alert-system worked as it should have. The Arbitrator does conclude from the facts concerning the dispatch alert-system that the Town has failed to prove culpability on the part of Grievant.



The Arbitrator also notes that the testimony of Grievant, that he did not hear the alert via his radio, the pager or the station-alert loudspeaker is corroborated by other testimony and documentary evidence in this record. Both of Grievant's fellow crew members gave written statements during the investigation, and those statements substantially support the finding that it is more likely than not that there was a technical snafu which caused a failure in the alert-system via the radio, the pager and the station-alert loud-speakers. Ordinarily, the Arbitrator might discount the statements of fellow employees because of their self-interest, each having received a 24-hour disciplinary suspension as had Grievant. FF/PM Messick, however, does not clearly benefit from a reversal of the disciplinary suspension of Grievant. FF/PM Messick, as a part-time employee of the Department, is not covered by the CBA; and therefore, is not entitled to grieve his disciplinary suspension. This fact mitigates the pecuniary interest which FF/PM Messick might otherwise be said to have in the outcome of the instant matter. The credibility of the testimony of FF/PM Messick, therefore, is not to be discounted as it might be if he too was a grievant in his own right.

The Arbitrator concludes that the Town has failed to prove just cause for the imposition of discipline on Grievant. Grievant is entitled to have the disciplinary suspension removed from his record and is entitled to back pay for any monies lost and the restoration of benefits as a result of the wrongful disciplinary action.

### **CONCLUSION**

The Arbitrator has considered all of the evidence and arguments made by both parties. The Arbitrator, however, may not have repeated every item of documentary evidence, nor may he have repeated completely all of the arguments made by the parties in their respective oral closing arguments.

## **AWARD**

Having heard all of the evidence and arguments of the parties, the Arbitrator awards as follows:

1. There was not just cause for the suspension of Mark Lloyd.
2. The grievance is granted in its entirety.

### **Order of Remedy**

3. The disciplinary suspension without pay for one shift (24 hours) shall be rescinded, and any record of it shall be removed from the personnel file of Mark Lloyd.
4. The Town is to restore to Mark Lloyd the amount of money lost to him as a result of the imposition of the disciplinary suspension for one shift (24 hours) and any lost benefits associated with the disciplinary suspension.

### **Retention of Jurisdiction**

5. The Arbitrator retains jurisdiction over this matter for the sole purpose of resolving any issue(s) pertaining to the Order of Remedy.
6. Such retention of jurisdiction shall be for a period of thirty (30) calendar days following the date of this Award.
7. Absent a request for an extension of the thirty-day period for the retention of jurisdiction, any request for the exercise of the Arbitrator's jurisdiction over this matter shall be deemed untimely, and no further proceedings shall be had before the Arbitrator.
8. The Arbitrator's retention of jurisdiction may be extended by agreement of the parties and/or upon application by a party to the Arbitrator made within the initial thirty-day period specified for the retention of jurisdiction.
9. A request to the Arbitrator to exercise jurisdiction shall be made in writing to the Arbitrator with a copy to the other party, and the request shall state the exact issue(s) in dispute.
10. It is within the sole discretion of the Arbitrator to determine whether the issue(s) presented by the party or parties is/are within the jurisdiction of this provision pertaining to the retention of the Arbitrator's jurisdiction.

**Cost of the Arbitrator's Fees and Billed Expenses**

11. The issue grieved in this arbitration is the discipline of an employee as defined in the CBA.
  
12. Pursuant to Article 7, Section 2, Step 4(f) of the CBA, and notwithstanding the retention of jurisdiction as to the order of remedy, the Arbitrator's fees and billed expenses shall be paid by the Town of Ocean City, Maryland as the loser in the instant arbitration.

Dated: April 26, 2016  
Columbia, MD

*Homer C. LaRue*

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Homer C. La Rue  
Arbitrator

**AFFIRMATION**

I, Homer C. La Rue, being admitted to practice in the courts of New York, Maryland, and the District of Columbia, understand the penalties for perjury, and I affirm that this document is my Decision and Award, and that the signature affixed above is mine.

Date: April 26, 2016

*Homer C. LaRue*

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Homer C. La Rue