

BEFORE THE ARBITRATOR

 In the Matter of the Arbitration :
 of a Dispute Between :
 :
 CLARK COUNTY : Case 60
 : No. 45240
 and : MA-6536
 :
 CLARK COUNTY COURTHOUSE EMPLOYEES, :
 LOCAL 546-B, AFSCME, AFL-CIO :
 :

Appearances:

Weld, Riley, Prenn and Ricci, S.C., by Ms. Kathryn J. Prenn, on behalf of the County.
Mr. Jack Bernfeld, Staff Representative, on behalf of the Union.

ARBITRATION AWARD

The above-entitled parties, herein the County and the Union, are privy to a collective bargaining agreement providing for final and binding arbitration before a Wisconsin Employment Relations Commission staff arbitrator. Pursuant thereto, I heard this matter on May 21, 1991 in Neillsville, Wisconsin. The hearing was transcribed and, pursuant to the agreement of the parties, I there issued a "bench decision" which this Award augments.

Accordingly, and based upon the entire record, I hereby issue the following Award.

ISSUE:

The parties agreed to the following issues

Did the County violate the contract when it suspended and then terminated grievant Terri Holt and, if so, what is the appropriate remedy?

DISCUSSION:

My decision in this matter is as follows:

1. Grievant Terri Holt is entitled to \$5,000 in liquidated damages which the County shall pay within ten (10) workdays of today. The County shall pay Holt an additional \$5,000 in liquidated damages in the first pay period of 1992. Holt will be solely responsible for paying whatever taxes or anything else that must be paid on said damages, as the County is totally relieved of that burden.

2. The County shall pay the full cost of the family health insurance premium to cover Holt and her husband as soon as practical from the date of hearing through December, 1991. The County at the end of December, 1991, will not be required to pay for any such insurance premiums for 1992, or for any time thereafter. Furthermore, the County is not required to pay for any of Holt's past medical bills.

3. The County shall not contest Holt's unemployment compensation claim.

4. All of the parties to this proceeding --- the Union, the County, and Holt -- have agreed to a May 21, 1991, Release and Resignation Agreement which is incorporated by reference into this Award.

5. The County shall prepare a letter of reference which was already prepared and dated May 21, 1991, and which is addressed "To whom it may concern". Said letter shall be the limits of the remarks that anyone on behalf of the County will make regarding any references relating to Holt. Furthermore, if there are any such inquiries, they shall be directed to Personnel Coordinator Thomas C. Renne.

6. The County shall purge from Holt's personnel file any and all references to her suspension and discharge, as well as the grievances related thereto.

7. In addition, and because of its sensitive nature, the parties and Holt shall not make any

extraneous comments regarding this matter other than what is contained in the face of my decision. If there are any inquiries, the parties herein and Holt need only refer to the decision itself.

Dated at Madison, Wisconsin this 19th day of June, 1991.

By Amedeo Greco /s/
Amedeo Greco, Arbitrator