

BEFORE THE ARBITRATOR

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In the Matter of the Arbitration	:
of a Dispute Between	:
	:
NORTHWEST UNITED EDUCATORS	: Case 19
	: No. 45972
	: MA-6827
and	:
	:
UNITY SCHOOL DISTRICT	:
	:

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Appearances:

Weld, Riley, Prenn and Ricci, S.C., Attorneys at Law, 715 South Barstow, Suite 111, P.O. Box 1030, Eau Claire, Wisconsin 54702-1030, by Ms. Kathryn J. Prenn, for the District.  
Mr. Kenneth J. Berg, Executive Director, Northwest United Educators, 16 West John Street, Rice Lake, Wisconsin 54868, for the Union.

ARBITRATION AWARD

Northwest United Educators, (the Union), and Unity School District, (the District), are parties to a collective bargaining agreement providing for final and binding arbitration. Pursuant to the parties' request for the appointment of an arbitrator, the Wisconsin Employment Relations Commission appointed Jane B. Buffett to hear and decide a dispute regarding the interpretation and application of their agreement. Hearing was held in Balsam Lake, Wisconsin on September 10, 1991. At the hearing, the Union and District reached an agreement which resolves their dispute and requested the undersigned to issue a Consent Award. The undersigned, being satisfied that said Award does not violate the collective bargaining agreement, issues the following

CONSENT AWARD

1. Mr. Branville shall be reinstated as a custodian effective September 11, 1991.
2. Such reinstatement shall be as a probationary employee for a period of twelve (12) calendar months from the date of reinstatement. It is understood that Mr. Branville shall be under close supervision during the probationary period.
3. Mr. Branville shall be demoted to step 0 (\$8.30) of the wage schedule and shall be required to work the additional years of service in order to advance on the wage schedule.
4. In its sole discretion, the District shall be authorized to change Mr. Branville's shift assignment.
5. Unless otherwise authorized by the District, Mr. Branville shall be required to complete his assigned work in eight (8) hours.
6. If at any time during the probationary period, Mr. Branville fails to perform his job in a satisfactory manner, the parties agree that Mr. Branville's employment shall be terminated and that such termination shall not be subject

to review through the grievance procedure. The parties further agree that District Administrator Lilyquist and Principal Alleva shall be the decision-makers regarding whether Mr. Branville's job performance is satisfactory. Termination shall result during the probationary period described above whenever District Administrator Lilyquist and Principal Alleva agree that Mr. Branville's job performance is not satisfactory. Prior to the termination, however, District Administrator Lilyquist and/or Principal Alleva will schedule a conference with Mr. Branville to give him an opportunity to explain his conduct. It is further agreed that "job performance" includes the avoidance of inappropriate comments or discussions with other District employees regarding issues relating to Mr. Branville's employment.

7. Mr. Branville shall be responsible for payment for his health insurance premiums for July and August, 1991. The District shall, however, make the payments for Mr. Branville, and Mr. Branville will reimburse the District through payroll deductions to be spread over twenty-four (24) paychecks. In the event Mr. Branville's employment is terminated, or he resigns, before full reimbursement has been made, Mr. Branville shall be responsible for paying the District the remaining amount of the reimbursement within thirty (30) days of his termination or resignation.
8. The pending grievance (WERC Case 19, No. 45972 MA-6827) shall be dismissed with prejudice.
9. In consideration of the foregoing Mr. Branville agrees to release and discharge the District and its officers, directors, employees, agents, successors and assigns from any and all claims, demands or liabilities whatsoever, whether known or unknown or suspected to exist, which Mr. Branville ever had or may now have against the District including without limitation, any claims, demands or liabilities in connection with Mr. Branville's employment with the District or pursuant to any federal, state or local employment laws, regulations, executive orders, or other requirements arising out of his employment with the District prior to the date of this Agreement.

Mr. Branville represents and warrants that he has not assigned any such claim, or authorized any other person or entity to assert any claim on his behalf. Further, Mr. Branville agrees that under this Agreement he waives any claims for damages incurred at any time after the date

of this Agreement because of alleged continuing effects of any alleged wrongful acts or omissions involving the District which occurred on or before the date of this Agreement and any right to sue for injunctive relief against the alleged continuing effect of past wrongful acts based on alleged facts or omissions occurring prior to the date of this Agreement.

10. If Mr. Branville takes any action in violation of this Agreement related to his employment with the District and does not prevail in such action, Mr. Branville shall be responsible for all actual costs and reasonable attorney's fees incurred by the opposing party as the result of such action.
11. In executing this Agreement, Mr. Branville asserts that he has read this document and is signing the document of his own free will and accord, and has not relied upon any statements, promises, warranties or representations made by any person representing or claiming to represent the District but in reliance upon his own knowledge of the facts, and the legal advice given to him by his attorney and/or representative, who have indicated their approval of this Agreement, realizing at all times that this is a final and complete settlement of a disputed matter.
12. This Agreement sets forth the entire agreement between the parties hereto, and fully supersedes any and all prior agreements or understandings between the parties. The parties agree that the terms of this Agreement are contractual and not a mere recital.

Dated at Madison, Wisconsin this 13th day of September, 1991.

By Jane B. Buffett /s/  
Jane B. Buffett, Arbitrator