

BEFORE THE ARBITRATOR

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In the Matter of the Arbitration	:
of a Dispute Between	:
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MONROE WATER UTILITY EMPLOYEES	:Case 26
LOCAL UNION and DISTRICT COUNCIL 40,	:No. 47831
AFSCME, AFL-CIO	:MA-7401
	:
and	:
	:
THE CITY OF MONROE (WATER UTILITY)	:
	:

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Appearances:

Lawton & Cates, S.C., by Mr. Bruce F. Ehlke, on behalf of the Union.  
 Brennan, Steil, Basting & MacDougall, S.C., by Mr. Howard Goldberg, on behalf of the Utility.

SUPPLEMENTAL ARBITRATION AWARD

I issued my Award in this matter on August 12, 1993, wherein I found that the City of Monroe Water Utility, herein "Utility", lacked just cause to discharge grievant Jack Morris; that Morris was entitled to immediate reinstatement to his former or substantially equivalent position; and that he is to be made whole by paying to him a sum of money, including all benefits, that he otherwise would have earned from the time of his suspension and termination to the time of his reinstatement, less any money that he received or could have earned during that time. In order to resolve any questions arising over application of my Award, I also retained jurisdiction.

Thereafter, the Utility reinstated Morris to his former position, but a dispute arose between the parties over the amount of backpay to which he is entitled.

Hearing was held on this latter issue on December 20, 1993, in Madison, Wisconsin, where the parties presented argument and documentary evidence in support of their respective positions.

Having fully considered this matter, I find that Morris is entitled to \$30,000 in back pay, as that represents the difference between what he earned after his suspension and termination and what he would have earned had he not been suspended and terminated.

In light of the above, it therefore is my

SUPPLEMENTAL ARBITRATION AWARD

That the Utility shall make Jack Morris whole by paying to him \$30,000 by the end of the present pay period or the end of this calendar year as final payment in this matter and the related prohibited practices' complaint which the parties have agreed is to be resolved in the instant proceeding.

Dated at Madison, Wisconsin this 20th day of December, 1993.

By Amedeo Greco /s/  
Amedeo Greco, Arbitrator