

BEFORE THE ARBITRATOR

In the Matter of the Arbitration
of a Dispute Between

SHEBOYGAN COUNTY SUPPORTIVE SERVICES
LOCAL 110, AFSCME, AFL-CIO

and

SHEBOYGAN COUNTY (Wisconsin)

Jodell Henning grievance
dated 12-2-91
(warning for unsatisfactory
job performance)

WERC Case 161
No. 47909
MA-7425

Appearances:

Ms. Helen Isferding, District Council 40 Staff Representative, 1207 Main Avenue,
Sheboygan, WI 53083, appearing on behalf of the Union.

Ms. Louella Conway, Personnel Director, Sheboygan County Courthouse, 615 North 6th
Street, Sheboygan, WI 53081, appearing on behalf of the County.

ARBITRATION AWARD

The Wisconsin Employment Relations Commission designated the undersigned Arbitrator to hear and determine a dispute concerning the above-noted grievance under the grievance arbitration provisions of the parties' 1989-91 collective bargaining agreement (herein Agreement or Contract).

The parties presented their evidence and arguments to the Arbitrator at a hearing held at the Sheboygan County Courthouse on January 21, 1993. The hearing was not transcribed, but the parties authorized the Arbitrator to maintain an audio cassette recording of the proceeding the exclusively for his own use in award preparation. Briefing was completed on May 4, 1993, marking the close of the record.

STIPULATED ISSUES

At the hearing, the parties authorized the Arbitrator to decide the following issues:

1. Did the Employer violate the Agreement when it gave Jodell Henning a written verbal reprimand on November 7, 1991?
2. If so, what is the appropriate remedy?

DECISION AND AWARD

Based on the record as a whole, and upon consideration of the parties' arguments as presented both at the hearing and in their post-hearing briefs, it is the DECISION AND AWARD of the undersigned Arbitrator on the STIPULATED ISSUES noted above that:

1. The Employer did not violate the Agreement when it gave Jodell Henning a written verbal reprimand on November 7, 1991.
2. Accordingly, the subject grievance is denied and no consideration of remedy is necessary or appropriate.
3. The Arbitrator retains jurisdiction of this matter for the sole purpose of supplementing this Award with a statement of the facts of the case, the positions of the parties and the rationale for the Arbitrator's decision set forth in 1 and 2 above. If the Arbitrator receives no written request for such supplementation from either the Union or the County within 30 days of the date of this Award, then the Arbitrator will not issue such a supplement to this Award.

Dated at Shorewood, Wisconsin
this 21st day of May, 1993 by

Marshall L. Gratz, Arbitrator

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