

BEFORE THE ARBITRATOR

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 In the Matter of the Arbitration :  
 of a Dispute Between :  
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 MARATHON COUNTY PROFESSIONAL : Case 222  
 EMPLOYEES COURTHOUSE AND AFFILIATED : No. 51243  
 DEPARTMENTS, AFSCME, LOCAL 2492-D : MA-8542  
 :  
 and :  
 :  
 MARATHON COUNTY :  
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Appearances:

Mr. Philip Salamone, Staff Representative, Wisconsin Council 40, on behalf of the Union.  
Ruder, Ware & Michler, S.C., by Mr. Dean R. Dietrich, on behalf of the County

ARBITRATION AWARD

The above-entitled parties, herein "Union" and "County", are privy to a collective bargaining agreement providing for final and binding arbitration. Pursuant thereto, hearing was held in Wausau, Wisconsin, on November 22, 1994. The hearing was not transcribed and both parties there waived the filing of briefs.

Based on the entire record, I issue the following Award.

ISSUE

What disposition should be made of grievant William Cerny's grievance which protested his June 15, 1994, termination?

DISCUSSION

Grievant Cerny was employed by the County as the Victim/Witness Coordinator in the District Attorney's office since January 23, 1989, where he was under the supervision of District Attorney Gregory Grau. Up until the time of his termination, Cerny was never disciplined during his employment.

In 1994, Cerny was the subject of a court proceeding involving a Petition for Restraining Order filed by Ciri Baehman, which mainly centered on Cerny's off-duty conduct and which resulted in the issuance of a Restraining Order against him. Said Order is now on appeal by Cerny.

District Attorney Grau investigated the facts surrounding the issuance of said Order, Cerny's off-duty relationship with Baehman as it related to Cerny's continued employment, and Cerny's interaction with the Wausau Police Department. Said investigation did not center on whether any criminal wrongdoing had been committed.

By letter dated June 15, 1994, Grau terminated Cerny, hence leading to the instant grievance.

In support of the grievance, the Union argues that the County lacked just cause to fire Cerny, particularly since he has an excellent work record and since it disputes the allegations levied against him. The County, in turn, maintains that the record fully supports its discharge decision.

Having considered the positions of the parties and the entire record, and

having determined that many of the allegations against Cerny center on his off-duty conduct, it is my

AWARD

1. That Cerny's termination shall be converted to a resignation.
2. That the County shall pay Cerny \$9,900 in damages.
3. That I shall retain jurisdiction for at least sixty (60) days to resolve any questions involving application of this Award.

Dated at Madison, Wisconsin this 30th day of November, 1994.

By Amedeo Greco /s/  
Amedeo Greco, Arbitrator