

BEFORE THE ARBITRATOR

In the Matter of the Arbitration of a Dispute Between

MILWAUKEE METROPOLITAN SEWERAGE DISTRICT

and

**MILWAUKEE DISTRICT COUNCIL 48, AFSCME, AFL-CIO
and its affiliated LOCAL 366**

Case 293

No. 54905

MA-9823

Appearances:

Mr. Don Schriefer, Manager of Human Resources and Employment Law Liaison, Milwaukee Metropolitan Sewerage District, 250 West Seeboth Street, P. O. Box 3049, Milwaukee, WI 53201-3049, for the District.

Podell, Ugent, Haney & Delery, S.C., Attorneys at Law, by **Mr. Alvin R. Ugent**, 611 North Broadway Street, Suite 200, Milwaukee, WI 53202-5004, for the Union.

ARBITRATION AWARD

Pursuant to a request by Milwaukee District Council 48, AFSCME, AFL-CIO and its affiliated Local 366, herein the Union, and the subsequent concurrence by Milwaukee Metropolitan Sewerage District, herein the District, the undersigned was appointed Arbitrator by the Wisconsin Employment Relations Commission on October 7, 1997, pursuant to the procedure contained in the grievance-arbitration provisions of the parties' collective bargaining agreement, to hear and decide a dispute as specified below. A hearing was conducted by the undersigned on November 5, 1997, at Milwaukee, Wisconsin. The hearing was transcribed. The parties made oral argument at the close of the hearing.

The parties stipulated that there were no procedural issues, and that the instant dispute was properly before the Arbitrator for a decision on the merits pursuant to the terms of the parties' collective bargaining agreement. The parties also stipulated to a "bench arbitration decision." The parties further stipulated that the undersigned should confirm the "bench arbitration decision" in writing following the hearing. The parties also agreed to waive any appeal of the Arbitrator issuing a bench decision.

A copy of the transcript was received on December 4, 1997.

The parties stipulated to the following issue:

Was the discharge of the grievant, Ed Sims, for just cause?

If not, what is the appropriate remedy?

Based on the entire record, including the testimony, exhibits and the parties' arguments, the undersigned found that the answer to the issue as framed by the parties was YES, the discharge of the grievant, Ed Sims, was for just cause. Therefore, the undersigned denied the grievance and dismissed the matter.

By the terms of this Award I am confirming the foregoing bench Arbitration Decision and closing the file on the above case.

Based on all of the above, I issue the following

AWARD

The grievance of Ed Sims is denied, and the matter is dismissed.

Dated at Madison, Wisconsin, this 19th day of December, 1997.

Dennis P. McGilligan /s/
Dennis P. McGilligan, Arbitrator

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