

BEFORE THE ARBITRATOR

In the Matter of the Arbitration of a Dispute Between
**LADYSMITH CITY EMPLOYEES, LOCAL 1425-A,
AFSCME, AFL-CIO**
and
CITY OF LADYSMITH, WISCONSIN

Case 33
No. 56693
MA-10381

Appearances:

Mr. Steve Hartmann, Staff Representative, Wisconsin Council 40, AFSCME, AFL-CIO, P.O. Box 364, Menomonie, Wisconsin 54751, appearing on behalf of Ladysmith City Employees, Local 1425-A, AFSCME, AFL-CIO.

Mr. William R. Sample, Labor Relations Consultants, Inc., The Hunter Building, 31 West Superior Street, Suite 402, P.O. Box 808, Duluth, Minnesota 55801, appearing on behalf of City of Ladysmith, Wisconsin.

ARBITRATION AWARD

The Union and the City are parties to a collective bargaining agreement which was in effect at all times relevant to this proceeding and which provides for the final and binding arbitration of certain disputes. The parties jointly requested that the Wisconsin Employment Relations Commission appoint an Arbitrator to resolve a grievance filed on behalf of Jeffrey Ames, who is referred to below as the Grievant. The Commission appointed Richard B. McLaughlin, a member of its staff. Hearing on the matter was set for November 3 and 4, 1998, in Ladysmith, Wisconsin. Prior to the hearing, the parties successfully resolved the grievance, then provided me a copy of a draft "AGREEMENT TO CONSENT AWARD" on November 6, 1998. After reviewing that document, I provided the parties with a draft Consent Award. By December 18, 1998, the parties agreed that the terms of the Consent Award were mutually acceptable and fully resolved the grievance.

Having considered the terms agreed to by the parties, and having found them consistent with the collective bargaining agreement, I issue the following Consent Award:

CONSENT AWARD

The Grievant signed, on October 23, 1998, an "AGREEMENT TO CONSENT AWARD" which resolved all issues concerning his termination of employment with the City of Ladysmith, Wisconsin. The terms of that agreement, as stated below, constitute this Consent Award:

1. Inquiries by any future employer or other person(s) or entity regarding the Grievant's employment at the City of Ladysmith, Wisconsin, shall be responded to by the City providing only the Grievant's dates of employment with the City and the wage rate the Grievant last received from the City.
2. The Grievant's personnel file shall be purged of any and all material and references to the reason for his separation of employment at the City of Ladysmith, Wisconsin. The State of Wisconsin, Department of Workforce Development, Unemployment Insurance Decision regarding the Grievant's benefits shall be kept by the City but shall not be included with the Grievant's personnel records. The "AGREEMENT TO CONSENT AWARD" and this Consent Award shall be retained by the City in the Grievant's personnel record.
3. The Grievant's separation from employment by the City of Ladysmith, Wisconsin, shall be converted to a voluntary quit effective May 11, 1998.
4. The Grievant, in consideration of the terms of the "AGREEMENT TO CONSENT AWARD," will hold the City of Ladysmith, Wisconsin, forever harmless with respect to any and all issues which are now or may in the future become known to him regarding his employment and separation from employment by the City of Ladysmith, Wisconsin. The City of Ladysmith, Wisconsin, in consideration of the terms of the "AGREEMENT TO CONSENT AWARD," will hold the Grievant forever harmless with respect to any and all issues which are now or may in the future become known to the City regarding the employment and separation from employment of the Grievant. This paragraph and the hold harmless clause of the "AGREEMENT TO CONSENT AWARD" shall include any actions or inactions of the Grievant, any City of Ladysmith employe, representative or elected or appointed official as well as Wisconsin Council 40, AFSCME and its representatives and employes.

5. The terms of the Consent Award shall be confidential and shall not be publicly discussed by the Grievant, any City of Ladysmith employe, representative or elected or appointed official or Wisconsin Council 40, AFSCME and its representatives and employes.

Dated at Madison, Wisconsin, this 21st day of December, 1998.

Richard B. McLaughlin /s/

Richard B. McLaughlin, Arbitrator