

BEFORE THE ARBITRATOR

In the Matter of the Arbitration of a Dispute Between

**BROWN COUNTY SHERIFF DEPARTMENT
NON-SUPERVISORY EMPLOYEES**

and

BROWN COUNTY (SHEIFF'S DEPARTMENT)

Case 763
No. 67623
MA-13960

Appearances:

Attorney Frederick J. Mohr, Attorney at Law, Frederick J. Mohr, LLC, 414 East Walnut Street, Suite 101, Green Bay, Wisconsin 54305-1015, appeared on behalf of the Employer.

Attorney Jonathan Cermele, Attorney at Law, Cermele & Associates, S.C. 6310 West Bluemound Road, Suite 200, Milwaukee, Wisconsin 53213, appeared on behalf of the Association.

ARBITRATION AWARD

The Brown County Sheriff Department Non-Supervisory Employees, herein referred to as the "Association," and Brown County (Sheriff's Department), herein referred to as the "Employer," jointly selected the undersigned from a panel of arbitrators from the staff of the Wisconsin Employment Relations Commission as the impartial arbitrator to hear and decide the dispute specified below. The undersigned held a hearing on November 4, 2008, in Green Bay, Wisconsin, and again on December 23, 2008, the latter of which the Arbitrator conducted by telephone from Madison, Wisconsin, while the parties appeared together in Green Bay, Wisconsin. During the course of the hearing, the parties reached a resolution of the matters in dispute and consented to the entry of the following award which is based upon the stipulation of the parties and the record as a whole. The calculations underlying the back pay determination herein were stated on the record and are incorporated by reference.

AWARD

The Employer shall reinstate Officer David J. Van Vonderen to his same or substantially similar position as if he had never been discharged therefrom and take the following actions which the Arbitrator has determined shall make him whole for all lost wages and benefits:¹

1. Pay him the sum of \$125,034.01 which represents all of the back pay to which he would have been entitled had he not been improperly discharged on October 30, 2006, less \$48,940.01 interim earnings.
2. Credit his clothing allowance for \$790 as of January 1, 2009, for the 2009 calendar year.
3. Credit him with all lost seniority.

The Arbitrator reserves jurisdiction over the specification of remedy if either party should ask in writing with a copy to the opposing party that I exercise my jurisdiction within sixty (60) days of the date of this award.

Dated at Madison, Wisconsin, this 6th day of January, 2009.

Stanley H. Michelstetter II /s/

Stanley H. Michelstetter II, Arbitrator

¹ The parties also agreed that it is in the best interests of the public and all concerned that Officer Van Vonderen be fully reinstated as a law enforcement officer as if he had never left service. They will use their best efforts with the Law Enforcement Standards Board to achieve that end. They have agreed that the Employer will use its best to seek dismissal of the criminal charges filed in regard to circumstances related to this matter be dismissed.