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IN RE THE ARBITRATION OF:

CITY OF MILWAUKEE

and

Case No. A/P M-01-201

IBEW LOCAL 494

(Michael Olguin,

Grievance 147-00)

TRANSCRIPT OF PROCEEDINGS

ARBITRATOR SHERWOOD MALAMUD PRESIDING

JULY 20, 2001

9:00 a.m.

Milwaukee City Hall

200 E. Wells Street

Milwaukee, Wisconsin

Reported by: Christine Pawlak, CSR

A P P E A R A N C E S

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FOR THE CITY:

Thomas J. Beamish, Assistant City Attorney,
Milwaukee City Hall, 200 East Wells Street, Room 800,
Milwaukee, WI 53202.

FOR THE UNION:

Marianne Goldstein-Robbins of Perviant, Goldberg,
Uelmen, Gratz, Miller & Brueggeman, S.C., 1555 North
RiverCenter Drive, Suite 202, Milwaukee, WI 53212.

TRANSCRIPT OF PROCEEDINGS

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2 ARBITRATOR MALAMUD: Let's go on the record.
3 Today is July 20, 2001, this is an arbitration hearing
4 between the City of Milwaukee and IBEW Local 494
5 concerning the grievance of Michael Olguin, and
6 representing the City is Mr. Beamish and representing
7 the Union is Ms. Robbins. The Arbitrator is Sherwood
8 Malamud and the Court Reporter is Christine Pawlak, and
9 prior to commencement of the hearing the parties were
10 able to resolve the matter and that, of course, wish to
11 be summarized for the record by Mr. Beamish.

12 MR. BEAMISH: Thank you for your patience. The
13 parties have reached a full and final settlement the
14 details of which are as follows.

15 First, the City of Milwaukee agrees to pay Mr.
16 Michael Olguin the sum of \$30,000 as a lump sum,
17 non-allocated^e severance payment subject to required
18 withholding for applicable taxes. Such payment will be
19 made within ten days of the final approval by the City
20 of Milwaukee Common Council.

21 Second, should the State of Wisconsin seek
22 reimbursement of the unemployment compensation Mr.
23 Olguin has received, Mr. Olguin shall be responsible for
24 the reimbursement of such payments.

25 Third, Mr. Olguin's 30-day suspension as well

1 as his discharge shall be converted to a resignation,
2 and all allegations against him related to the
3 disciplinary actions will be removed from his personnel
4 file.

5 Fourth, Mr. Olguin will sign a full release
6 pending all claims except Worker's Compensation claims
7 which are not subject to release. In addition Mr.
8 Olguin agrees not to apply or reapply for employment
9 with the City of Milwaukee at any time after the
10 submission of his resignation.

11 Fifth, the grievances of Mr. Olguin are
12 resolved based upon this agreement, and sixth, this
13 agreement is contingent upon approval of the Common
14 Council. If that agreement is not forthcoming, the
15 grievances will proceed, and this constitutes a full and
16 complete resolution of this matter, and I would just ask
17 Counsel for the Union and Mr. Olguin as well to
18 acknowledge that on the record.

19 MS. GOLDSTEIN-ROBBINS: That is correct. It's
20 contingent on Common Council and obviously the
21 settlement would not go through and the grievances would
22 proceed if the Common Council did not approve.

23 ARBITRATOR MALAMUD: Mr. Olguin, is this also an
24 accurate recitation of the resolution of these matters?

25 MR. OLGUIN: Yes.

1 ARBITRATOR MALAMUD: Okay.

2 MR. BEAMISH: Thank you.

3 ARBITRATOR MALAMUD: Well, I want to thank you
4 for your efforts in reaching a settlement, and hearing
5 nothing further, then this hearing is closed. Thank you
6 very much.

7 MS. GOLDSTEIN-ROBBINS: I think there was
8 something missing.

9 MR. BEAMISH: Is this on the DER?

10 MS. GOLDSTEIN-ROBBINS: Yes.

11 ARBITRATOR MALAMUD: Let's go back on the
12 record.

13 MS. GOLDSTEIN-ROBBINS: I can phrase this.

14 MR. BEAMISH: Go ahead.

15 ARBITRATOR MALAMUD: We're back on the record,
16 and this is in addition part of the settlement.

17 MS. GOLDSTEIN-ROBBINS: There is an additional
18 provision and that is that providing Mr. Olguin directs
19 a prospective employer to the DER, the City DER, he will
20 be provided with through that department he will be
21 provided with a neutral reference, that is, a reference
22 that provides his years of employment, classification
23 and pay rate but no other information. A resignation
24 with no information.

25 MR. BEAMISH: Other than-- Correct.

1 ARBITRATOR MALAMUD: Okay. That's agreeable?

2 MR. OLGUIN: Yes.

3 MR. BEAMISH: Yes.

4 ARBITRATOR MALAMUD: And to the City as well.
5 Okay. Thank you very much and thanks for catching that.
6 I'll pause here a second and say we indeed are done.
7 Thank you.

8 MR. BEAMISH: Thank you.

9 (Proceedings ended at 1:30 p.m.)

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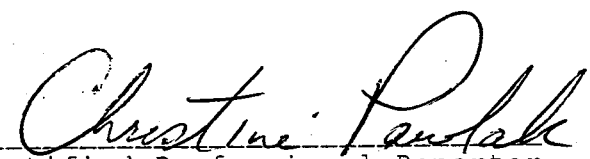
1 STATE OF WISCONSIN)
2 MILWAUKEE COUNTY) SS

3 I, Christine K. Pawlak, Certified Professional
4 Reporter and Notary Public, State of Wisconsin, certify
5 that the foregoing is a true record of the Grievance
6 Settlement of MICHAEL OLGUIN; having been taken on the
7 20th day of July, 2001, at the offices of Milwaukee City
8 Hall, 200 E. Wells Street, Milwaukee, Wisconsin, in my
9 presence, and reduced to writing in accordance with my
10 stenograph notes made at said time and place.

11 I further certify that I am not a relative or
12 employee or attorney or counsel of any of the parties,
13 or a relative or employee of such attorney or counsel,
14 or financially interested in said action.

15 In witness whereof, I have hereunto set my hand and
16 affixed my seal of office at Milwaukee, Wisconsin, this
17 5th day of August, 2001.

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Certified Professional Reporter
Notary Public, State of Wisconsin

My Commission expires 6-27-04.