

**IN THE MATTER OF THE ARBITRATION PROCEEDINGS**

**BETWEEN**

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CITY OF MILWAUKEE (POLICE  
DEPARTMENT),

Employer,

and

ARBITRATOR'S AWARD  
Case No. 484 No. 60362 MIA-2409  
Decision No. 30297-A

MILWAUKEE POLICE ASSOCIATION,

Union.

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Arbitrator:

Jay E. Grenig

Appearances:

For the Employer:

Thomas J. Beamish, Esq.  
Assistant City Attorney

For the Union:

Laurie Eggert, Esq.  
Eggert & Cermele, S.C.

**I. BACKGROUND**

This is a matter of final and binding interest arbitration for the purpose of resolving a bargaining impasse between the City of Milwaukee (Police Department) ("City" or "Employer") and the Milwaukee Police Association ("Association"). The City is a municipal employer. The Union is the exclusive collective bargaining representative for certain law enforcement personnel employed by the City.

On September 13, 2001, the Association filed a petition with the Wisconsin Employment Relations Commission alleging that an impasse existed between it and the City in their collective bargaining for the years 2001, 2002, and 2003, and requesting the WERC to initiate arbitration pursuant to Wis.Stat. § 111.70(4)(jm).

An investigation was conducted by an investigator for the Wisconsin Employment Relations Commission. On September 4, 2002, the WERC certified that the investigation was closed and submitted a list of arbitrators to the parties. The parties selected the undersigned to resolve their dispute. On September 30, 2002, the WERC issued an order appointing the undersigned as the arbitrator.

## II. STATUTORY CRITERIA

Wisconsin Statute § 111.70

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**(4) Powers of the commission.** The commission shall be governed by the following provisions relating to bargaining in municipal employment in addition to other powers and duties provided in this subchapter:

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**(jm) Binding arbitration, first class cities.** This paragraph shall apply only to members of a police department employed by cities of the 1st class. If the representative of members of the police department, as determined under par. (d), and representatives of the city reach an impasse on the terms of the agreement, the dispute shall be resolved in the following manner:

1. Either the representative of the members of the police department or the representative of the city may petition the commission for appointment of an arbitrator to determine the terms of the agreement relating to the wages, hours and working conditions of the members of the police department and other matters subject to arbitration under subd. 4.

2. The commission shall conduct a hearing on the petition, and upon a determination that the parties have reached an impasse on matters relating to wages, hours and conditions of employment or other matters subject to arbitration under subd. 4 on which there is no mutual agreement, the commission shall appoint an arbitrator to determine those terms of the agreement on which there is no mutual agreement. The commission may appoint any person it deems qualified, except that the arbitrator may not be a resident of the city which is party to the dispute.

3. Within 14 days of the arbitrator's appointment, the arbitrator shall conduct a hearing to determine the terms of the agreement relating to wages, hours and working conditions and other matters subject to arbitra-

tion under subd. 4. The arbitrator may subpoena witnesses at the request of either party or on the arbitrator's own motion. All testimony shall be given under oath. The arbitrator shall take judicial notice of all economic and social data presented by the parties which is relevant to the wages, hours and working conditions of the police department members or other matters subject to arbitration under subd. 4. The other party shall have an opportunity to examine and respond to such data. The rules of evidence applicable to a contested case, as defined in s. 227.01(3), shall apply to the hearing before the arbitrator.

4. In determining those terms of the agreement on which there is no mutual agreement and on which the parties have negotiated to impasse, as determined by the commission, the arbitrator, without restriction because of enumeration, shall have the power to:

a. Set all items of compensation, including base wages, longevity pay, health, accident and disability insurance programs, pension programs, including amount of pension, relative contributions, and all eligibility conditions, the terms and conditions of overtime compensation and compensatory time, vacation pay, and vacation eligibility, sickness pay amounts, and sickness pay eligibility, life insurance, uniform allowances and any other similar item of compensation.

b. Determine regular hours of work, what activities shall constitute overtime work and all standards and criteria for the assignment and scheduling of work.

c. Determine a seniority system, and how seniority shall affect wages, hours and working conditions.

d. Determine a promotional program.

e. Determine criteria for merit increases in compensation and the procedures for applying such criteria.

f. Determine all work rules affecting the members of the police department, except those work rules created by law.

g. Establish any educational program for the members of the police department deemed appropriate, together with a mechanism for financing the program.

h. Establish a system for resolving all disputes under the agreement, including final and binding 3rd party arbitration.

i. Determine the duration of the agreement and the members of the department to which it shall apply.

j. Establish a system for administration of the collective bargaining agreement between the parties by an employee of the police department who is not directly accountable to the chief of police or the board of fire and police commissioners in matters relating to that administration.

k. Establish a system for conducting interrogations of members of the police department that is limited to the hours between 7 a. m. and 5 p.m. on working days, as defined in s. 227.01(14), if the interrogations could lead to disciplinary action, demotion, or dismissal, but one that does not apply if the interrogation is part of a criminal investigation.

5. In determining the proper compensation to be received by members of the department under subd. 4., the arbitrator shall utilize:

a. The most recently published U.S. Bureau of Labor Statistics "Standards of Living Budgets for Urban Families, Moderate and Higher Level", as a guideline to determine the compensation necessary for members to enjoy a standard of living commensurate with their needs, abilities and responsibilities; and

b. Increases in the cost of living as measured by the average annual increases in the U.S. Bureau of Labor Statistics "Consumer Price Index" since the last adjustment in compensation for those members.

6. In determining all noncompensatory working conditions and relationships under subd. 4., including methods for resolving disputes under the labor agreement, the arbitrator shall consider the patterns of employee-employer relationships generally prevailing between technical and professional employees and their employers in both the private and public sectors of the economy where those relationships have been established by a labor agreement between the representative of those employees and their employer.

7. All subjects described in subd. 4. shall be negotiable between the representative of the members of the police department and the city.

8. Within 30 days after the close of the hearing, the arbitrator shall issue a written decision determining the terms of the agreement between the parties which were not the subject of mutual agreement and on which the parties negotiated in good faith to impasse, as determined by the com-

mission, and which were the subject of the hearing under this paragraph. The arbitrator shall state reasons for each determination. Each proposition or fact accepted by the arbitrator must be established by a preponderance of the evidence.

9. Subject to subds. 11. and 12., within 14 days of the arbitrator's decision, the parties shall reduce to writing the total agreement composed of those items mutually agreed to between the parties and the determinations of the arbitrator. The document shall be signed by the arbitrator and the parties, unless either party seeks judicial review of the determination pursuant to subd. 11.

10. All costs of the arbitration hearing, including the arbitrator's fee, shall be borne equally by the parties.

11. Within 60 days of the arbitrator's decision, either party may petition the circuit court for Milwaukee county to set aside or enforce the arbitrator's decision. If the decision was within the subject matter jurisdiction of the arbitrator as set forth in subd. 4., the court must enforce the decision, unless the court finds by a clear preponderance of the evidence that the decision was procured by fraud, bribery or collusion. The court may not review the sufficiency of the evidence supporting the arbitrator's determination of the terms of the agreement.

12. Within 30 days of a final court judgment, the parties shall reduce the agreement to writing and with the arbitrator execute the agreement pursuant to subd. 9.

13. Subsequent to the filing of a petition before the commission pursuant to subd. 1. and prior to the execution of an agreement pursuant to subd. 9., neither party may unilaterally alter any term of the wages, hours and working conditions of the members of the police department or any other matter subject to arbitration under subd. 4.

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### **III. ARBITRATION PROCEEDINGS**

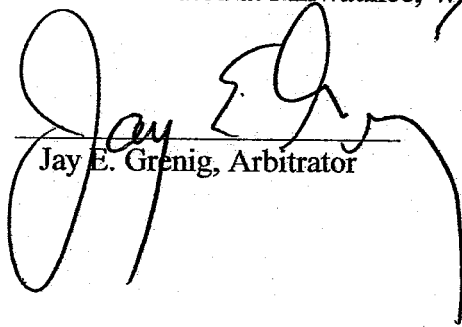
Hearings were conducted in Milwaukee, Wisconsin, on October 30, 2002; and January 7, 8, 14, 15, and 16, 2003. On January 16, 2003, the parties authorized the Arbitrator to issue a consent award containing their agreed upon disposition of the issues in dispute as well as all other previously agreed upon provisions.

Based upon this authorization and being satisfied that the proposed disposition of the disputed issues conforms to the statutory criteria set forth in Wisconsin Statute § 111.70, the Arbitrator issues the following Consent Award :

**IV. CONSENT AWARD**

The parties are directed to adopt as their collective bargaining agreement the document attached to this Award as Exhibit A and incorporated herein by reference together with the Tentative Agreements previously agreed to by the parties and filed with the Wisconsin Employment Relations Commission.

Executed at Milwaukee, Wisconsin this sixteenth day of January, 2003.



Jay E. Grenig, Arbitrator

# Exhibit A

AGREEMENT  
Between  
CITY OF MILWAUKEE  
and  
THE MILWAUKEE POLICE ASSOCIATION, LOCAL #21  
I.U.P.A., AFL-CIO

EFFECTIVE JANUARY 1, ~~1998~~2001 THROUGH DECEMBER 31, 2003

## PREAMBLE

1. THIS AGREEMENT, is made and entered into at Milwaukee, Wisconsin between the CITY OF MILWAUKEE, a municipal corporation, hereinafter referred to as "City", as municipal employer, and the MILWAUKEE POLICE ASSOCIATION, Local #21, I.U.P.A., AFL-CIO, hereinafter referred to as "Association", as the representative of certain non-supervisory employees of the City of Milwaukee in the Police Department.
2. The parties to this Agreement are desirous of reaching an amicable understanding with respect to the employer-employee relationship which exists between them and to enter into a complete Agreement covering rates of pay, hours of work, and conditions of employment.
3. The parties do hereby acknowledge that this Agreement is the result of the unlimited right and opportunity afforded to each of the parties to make any and all demands and proposals with respect to the subject of rates of pay, hours of work, and conditions of employment and incidental matters respecting thereto.
4. This Agreement is an implementation of the provisions of Section 111.70, Wisconsin Statutes, consistent with the legislative authority in effect on the execution date of this Agreement that is delegated to the City Common Council relating to: The Chief of Police and the Fire and Police Commission (as set forth in Section 62.50, Wisconsin Statutes); The Municipal Budget Law (as set forth in Chapter 65 of the Wisconsin Statutes); and any other statutes and laws applicable to the City. The Fire and Police Commission and the Chief of Police will abide by the terms of this Agreement.
5. It is intended by the provisions of this Agreement that there be no abrogation of the duties, obligations, or responsibilities of any agency or department of City government which is

JF  
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