

BEFORE THE ARBITRATOR

In the Matter of the Arbitration
of a Dispute Between

WISCONSIN PROFESSIONAL POLICE
ASSOCIATION, affiliated with
RHINELANDER POLICE ASSOCIATION,
LOCAL 38

and

CITY OF RHINELANDER

Case 78
No. 52992
MA-9186

Appearances:

Mr. Gary Wisbrocker, Business Agent, Wisconsin Professional Police Association/LEER
Division, on behalf of the Union.

Mr. Philip I. Parkinson, City Attorney, on behalf of the City.

ARBITRATION AWARD

The above-entitled parties, herein "Union" and "City", are privy to a collective bargaining agreement providing for final and binding arbitration. Pursuant thereto, hearing was held on October 3, 1995, in Rhinelander, Wisconsin. The hearing was not transcribed, and the parties waived filing briefs.

Based upon the entire record, I issue the following Award.

ISSUE

What disposition should be made of the grievance?

DISCUSSION

This case stems from the selection of Detective/Sergeant Paul Wiedmann to be School Liaison Officer which is a separate classification in the parties' collective bargaining agreement. The Union thereafter filed the instant grievance which asserted that the City had to post and fill Wiedmann's vacated Detective/Sergeant position.

Having considered this matter, I find that the grievance should be disposed of as follows:

One, the City will create a new Detective position.

Two, the pay for said Detective position will be fixed at Step 3 of the School Liaison's rate of pay. If Sergeants are selected to fill that position, the rate of pay for that position will be fixed at the Sergeants' rate of pay for the time that Sergeants serve in that position.

Three, the City each year will select for a one-year trial period successful applicants for the Detective position pursuant to the promotion procedures of Article 21 of the contract. No applicants will be assigned to said position for more than one year.

Four, if a Patrol Officer fills in and assumes command for a successful Sergeant who has bid and has been selected to serve in the Detective position for one year, said Patrol Officer shall be paid at the School Liaison's third step rate of pay.

Five, after completion of three years, said Detective position will become permanent and will be filled within ninety (90) days pursuant to the contractual promotional procedures in Article 21 of the contract. All eligible officers shall be entitled to compete for said Detective position.

Dated at Madison, Wisconsin, this 16th day of October, 1995.

By Amedeo Greco /s/
Amedeo Greco, Arbitrator