

BEFORE THE ARBITRATOR

In the Matter of the Arbitration of a Dispute Between
**WISCONSIN PROFESSIONAL POLICE ASSOCIATION/
LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION**

and

OUTAGAMIE COUNTY

Case 272
No. 62050
MA-12136

(Daniel Zeratsky Grievance)

Appearances:

Mr. Robert E. West, Labor Consultant, 2001 Gilbert Road, Madison, Wisconsin 53711 on behalf of the Union.

Davis & Kuelthau, S.C., by **Attorney James R. Macy**, 219 Washington Avenue, P.O. Box 1278, Oshkosh, Wisconsin 54903-1278, on behalf of the County.

ARBITRATION AWARD

At all times pertinent hereto, the Wisconsin Professional Police Association/Law Enforcement Employee Relations Division (herein the Union) and Outagamie County (herein the County) were parties to a collective bargaining agreement dated July 10, 2002, covering the period January 1, 2002 to December 31, 2004, and providing for binding arbitration of certain disputes between the parties. On January 28, 2003, the Union filed a request with the Wisconsin Employment Relations Commission (WERC) to initiate grievance arbitration regarding a two-day suspension issued to Corrections Officer Daniel Zeratsky (herein the Grievant) and requested the Commission to provide a panel of arbitrators from among its staff. The undersigned was thereafter selected by the parties to hear the dispute and a hearing was conducted on October 28, 2003.

The proceedings were transcribed, but at the close of the hearing the parties stipulated that the Arbitrator issue an oral bench award to be summarized and confirmed in writing at a later date. The parties waived the submission of briefs and made closing

arguments, whereupon the Arbitrator took the testimony and documentary evidence under submission and issued an oral bench award on the record. The parties stipulated to the following framing of the issues to be determined:

Did the County violate Article XIX of the Collective Bargaining Agreement when it gave the Grievant a two-day disciplinary suspension?

If so, what is the appropriate remedy?

Based upon the evidence, the arguments of the parties and the record as a whole and consistent with the rationale set forth in the issuance of the award at the hearing, I hereby issue the following

BENCH AWARD

The County did not violate Article XIX of the Collective Bargaining Agreement in issuing a two-day disciplinary suspension to the Grievant. Therefore, the grievance is denied and the case is dismissed.

Dated at Fond du Lac, Wisconsin, this 31st day of October, 2003.

John R. Emery /s/

John R. Emery, Arbitrator