

BEFORE THE ARBITRATOR

In the Matter of the Arbitration of a Dispute Between
WISCONSIN PROFESSIONAL POLICE ASSOCIATION

and

CITY OF OSHKOSH

Case ID: 466.0015

Case Type: MA

(Detective II Grievance)

AWARD NO. 8005

Appearances:

Kathryn A. Harrell, Attorney, Wisconsin Professional Police Association, 660 John Nolan Drive, Suite 300, Madison, Wisconsin, appearing on behalf of the Wisconsin Professional Police Association.

Chad P. Wade, Attorney, Renning, Lewis & Lacy, S.C., 43 West 6th Avenue, Oshkosh, Wisconsin, appearing on behalf of the City of Oshkosh.

ARBITRATION AWARD

The Wisconsin Professional Police Association, hereinafter referred to as the Association, and the City of Oshkosh, hereinafter referred to as the City or the Employer, were parties to a 2024-2026 collective bargaining agreement (CBA) which provides for final and binding arbitration of unresolved grievances. Pursuant to that agreement, the Wisconsin Employment Relations Commission assigned the undersigned to decide a grievance. A hearing was held in Oshkosh on April 17, 2025. The hearing was transcribed. Afterwards, the parties filed their initial briefs on May 30, 2025. The parties filed reply briefs on June 13, 2025. On June 17, 2025, the Association filed a response acknowledging citation errors in its initial brief. On June 18, 2025, the City was given the opportunity to file an additional reply. On July 11, 2025, the City filed a supplemental reply brief. On November 7, 2025, I requested that the parties file additional argument on remedy. On December 5, 2025, the City filed a supplemental brief on remedy. The Association did not file additional argument on remedy by the stated deadline of December 5, 2025. Having considered the evidence, the arguments of the parties, and the record as a whole, the undersigned issues the following Award.

ISSUE

The Association frames the issue as follows:

Did the City of Oshkosh violate the CBA when it unilaterally reassigned job duties associated with the Detective II position to employees classified as Detective I without appropriate compensation?

The City frames the issue as follows:

1. Did the City violate the Collective Bargaining Agreement when it chose not to fill the Detective II position and terminate the position?
2. If so, what is the remedy?

I frame the issue as follows:

Did the City violate the Collective Bargaining Agreement when it assigned additional Detective II job duties to employees classified as Detective I without compensation? If so, what is the remedy?

PERTINENT CONTRACT PROVISIONS

The parties' 2024-2026 CBA contain the following pertinent provisions:

ARTICLE 1

MANAGEMENT RIGHTS

Except to the extent expressly abridged by a specific provision of this Agreement, the City reserves and retains, solely and exclusively, all of its common law, statutory, and inherent rights to manage its own affairs, as such rights existed prior to the execution of this or any other previous Agreement with the Association. Nothing herein contained shall divest the Association from any of its rights under Wis. Stats. Sec. 111.70.

...

ARTICLE 10

PREVIOUS BENEFITS

The Employer agrees to maintain in substantially the same manner, all benefits, policies, and procedures related to wages, hours, and conditions of employment that are mandatory subjects of bargaining not specifically referred to or altered by this Agreement.

SCHEDULE A
POLICE PAY PLAN*

EFFECTIVE THE PAY PERIOD THAT INCLUDES JANUARY I, 2024 {Restructured}

	<u>Range</u>	<u>Period</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>
DETECTIVE	4	BIWK	2501.00	2651.06	2810.13	2978.73	3157.46	3346.90	3397.11	3431.08
		MO	5418.83	5743.96	6088.62	6453.92	6841.16	7251.62	7360.41	7434.01
DETECTIVE II	5	BIWK	2557.82	2711.28	2873.96	3046.40	3229.18	3422.93	3474.27	3509.02
		MO	5541.94	5874.44	6226.91	6600.53	6996.56	7416.35	7527.59	7602.88

EFFECTIVE THE PAY PERIOD THAT INCLUDES JANUARY 1, 2025 {4.25%}

	<u>Range</u>	<u>Period</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>
DETECTIVE	4	BIWK	2607.29	2763.73	2929.56	3105.33	3291.65	3489.14	3541.49	3576.90
		MO	5649.13	5988.08	6347.38	6728.22	7131.91	7559.80	7673.23	7749.95
DETECTIVE II	5	BIWK	2666.53	2826.51	2996.10	3175.87	3366.42	3568.40	3621.93	3658.15
		MO	5777.48	6124.11	6491.55	6881.05	7293.91	7731.53	7847.52	7925.99

SCHEDULE A
POLICE PAY PLAN*

...

*Official rates are the bi-weekly rates.

...

Classification Pay:

When an officer performs duties of a higher-ranking officer for more than two (2) consecutive pay periods, that officer shall receive the compensation equal to the compensation that the higher-ranking officer receives. This provision shall not apply if the reason for the assignment is vacation relief.

DISCUSSION

This case involves the assignment of Detective II duties to employees classified as Detective I without compensation, after the City decided to phase out the Detective II classification. The City argues that its decision not to fill the Detective II position was a legitimate exercise of the City’s management right, including the right to reassign work after a position is eliminated. The Association concedes that the City’s decision to phase out or not fill Detective II positions is a management right, however it contends that the CBA mandates that when an officer

performs the duties of a higher-ranking officer, that officer shall receive compensation equal to that of the higher-ranking officer. The Association claims that all Detective Is performing duties associated with the Detective II classification must be properly compensated at the higher-ranking rate of pay.

Until recently, the City employed two categories of detectives, Detective I and Detective II. To qualify for promotion to Detective II, candidates needed at least seven years of experience as a Detective I with the Oshkosh Police Department (Department) and acceptable performance evaluations for the last two years. Historically, the City has employed multiple Detective II's. Sometime after 2009, the City decided the Detective II position was no longer valuable and that it would phase it out through attrition. Since then, the City has declined to promote anyone to Detective II despite many detectives meeting the minimum qualifications for promotion.

Over the next fifteen years, the number of Detective II's shrank until Detective Dean Artus was the last remaining Detective II. Upon Detective Artus' retirement, at a meeting with detectives on September 10, 2024, Police Chief Dean Smith notified the Association that the City would not be filling the Detective II position and that the responsibilities previously assigned to Detective IIs would now be performed by Detective Is. After that meeting, the five experienced Detective Is began performing those additional job duties. The City did not seek input from the Union before making the change.

The training of new detectives and supervision of major crime scenes are the primary distinctions between Detective Is and Detective IIs. Detective IIs act as training mentors for new detectives, leading the onboarding process and addressing daily questions. The onboarding training is spread amongst the five Detective Is and lasts around one to two months depending on the new detective's experience. Mentoring extends beyond the one to two months of field training, often continuing for several months to prepare new detectives for various scenarios they may encounter. In addition to this training, Detective IIs also supervise major investigations, especially in the absence of higher-ranking officers.

The City maintains that the job responsibilities of both Detective positions were substantially the same before Detective Artus retired. However, I am persuaded that the Detective Is are now accountable for significant new training responsibilities previously assigned to Detective IIs. Onboarding, mentoring, and continued training are substantive, and were previously compensated at a higher classification level.

The record established that until September 2024, the responsibility for training new detectives fell solely to the Detective II position. Now, the five experienced Detective Is have been assigned the new task of onboarding new detectives, averaging an additional two to four hours per week, lasting one or two months or more. The Detective Is performing this additional duty have received no additional compensation. The Association contends that these new duties added to the Detective I position without pay, negatively impacts the Detective Is hours and conditions of employment and violates Schedule A's Classification Pay provision and Article 10's Previous Benefits clause of the CBA.

The Classification Pay provision in Schedule A of the CBA mandates that when an officer performs the duties of a higher-ranking officer for more than two consecutive pay periods, that officer shall receive compensation equal to that of the higher-ranking officer. This provision in the CBA is unambiguous. If a Detective I performs the duties of a Detective II for more than two consecutive pay periods, that Detective I shall receive compensation equal to that of the Detective II position. The City cannot escape paying higher wages by assigning higher-level duties to lower-classified employee without appropriate compensation. However, there is only a violation of the Classification Pay provision if the performance of the reassigned duties meet the two consecutive pay period standard.

The Classification Pay provision in the CBA constitutes specific authorization for the City to assign higher-level duties to lower-classified employees. The lower-classified employees are only entitled to higher wages if the performance of the higher-level duties meet the two consecutive pay period standard. Here, I find that the Classification Pay provision in Schedule A of the CBA trumps Article 10's Previous Benefits clause. I also conclude that the reassigned duties regarding new Detective orientation, training, and mentoring constitute the performance of Detective II duties and must be compensated at the higher classification level if it meets the two consecutive pay period standard.

The Association argues that all Detectives should be compensated at the Detective II pay step that is closest to and above the Detective's current pay step. The Association claims that detectives consistently perform Detective II duties and are entitled to be compensated at the Detective II rate for all hours worked. However, the City argues that the Association's requested remedy attempts to achieve that which was otherwise unattainable; specifically, the promotion of all Detective Is to the Detective II position. Thus, the Association's compensation argument is inappropriate because it infringes upon the City's management rights.

The Association's witnesses credibly testified that new Detective orientation typically lasts one or two months, depending on their previous background. The witnesses also testified that the orientation responsibilities are now spread amongst the five Detective Is with at least some experience. Taking those facts in the light most favorable to the Association (a two-month orientation spread amongst all five detectives) would result in each detective fulfilling the orientation responsibilities for less than two weeks for each new detective. This appears to fall short of the four weeks or two consecutive pay periods required to qualify for Classification Pay. Therefore, I find that the record was insufficient to establish that the five Detective Is were performing the duties of the higher-ranking Detective II position for the period required by the Classification Pay under the CBA.

In light of the above and foregoing, the evidence and the arguments of the parties, it is my:

AWARD

That the Employer's actions in this matter did not violate the parties' CBA. The grievance is denied.

Issued at the City of Madison, Wisconsin, this 4th day of March, 2026.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

Electronically signed by: Anfin J. Wise
Anfin J, Wise, Arbitrator