878.01 Arbitration clauses in contracts enforceable. A provision in any written contract to settle by arbitration a controversy thereafter arising out of the contract, or out of the refusal to perform the whole or any part of the contract, or an agreement in writing between 2 or more persons to submit to arbitration any controversy existing between them at the time of the agreement to submit, shall be valid, irrevocable and enforceable except upon such grounds as exist at law or in equity for the revocation of any contract. This chapter shall not apply to contracts between employers and employees, or between employers and associations of employees, except as provided in s. 111.10, nor to agreements to arbitrate disputes under ss. 292.63 (6s) or 230.44 (4) (bml).

History: 1979 c. 32 s. 64; Stats. 1979 s. 788.01; 1993 a. 16; 1997 a. 237, 254; 2001 a. 38; 2013 a. 20.

An insurer’s refusal to either pay the plaintiff’s claim under the uninsured motorist provision of its automobile policy or to submit to arbitration under an arbitration clause that could be invoked by either party constituted a breach of the contract and a waiver of the insurer’s right to later demand arbitration. Collicott v. Economy Fire & Casualty Co., 68 Wis. 2d 115, 227 N.W.2d 668 (1975).

Failure to comply with provisions of ch. 298 [now this chapter] constitutes waiver of the contractual right to arbitration. State ex rel. Carl v. Charles, 71 Wis. 2d 85, 237 N.W.2d 29 (1976).

If the intent of the parties is not clearly expressed, the court favors construing an arbitration agreement as statutory rather than common law arbitration. Stradinger v. City of Whitewater, 89 Wis. 2d 19, 277 N.W.2d 827 (1979).

Although courts have common law jurisdiction to enforce arbitration awards generally, they cannot enforce an award against the state absent express legislative authorization. County of Jackson v. State Teaching Assistants Ass’n of University of Wisconsin–Madison, 96 Wis. 2d 492, 292 N.W.2d 657 (Ct. App. 1980). But see State v. P.G. Miron Construction Co., 181 Wis. 2d 1045, 512 N.W.2d 499 (1994).

Municipal labor arbitration is within the scope of this chapter. Milwaukee Downtown Council v. Milwaukee Sewerage Commission, 107 Wis. 2d 596, 321 N.W.2d 109 (Ct. App. 1982).

Insurance coverage is a proper matter for arbitration. Maryland Casualty Co. v. Seidenspinner, 181 Wis. 2d 930, 512 N.W.2d 136 (Ct. App. 1994).

Sovereign immunity is not applicable to arbitration, and there need not be specific statutory authority for the state to be subject to the arbitration provisions of this chapter. State v. P.G. Miron Construction Co., 181 Wis. 2d 1045, 512 N.W.2d 499 (1994).

Preclusion doctrines preventing rehearing of identical claims are applicable to arbitration in limited circumstances. State ex rel. Teaching Assistants Ass’n of University of Wisconsin–Madison v. County of Jackson, 96 Wis. 2d 492, 292 N.W.2d 657 (Ct. App. 1980).

Whether the parties agreed to submit an issue to arbitration is a question of law for the courts to decide. Kimberly Area School District v. Zdanovcic, 222 Wis. 2d 27, 586 N.W.2d 41 (Ct. App. 1998), 96–0783.

The trial court erred in ruling that the unavailability of the arbitrator named in an agreement resulted in a dissolution of the agreement’s arbitration provision. When the primary purpose of the dispute resolution provision in the agreement is to arbitrate disputes that arise between the parties, the unavailability of the named arbitrator does not nullify an arbitration provision. Madison Teachers, Inc. v. Wisconsin Education Ass’n Council, 2005 WI App 180, 285 Wis. 2d 737, 703 N.W.2d 711, 04–1053.

The designation of a specific arbitration service and the incorporation of its rules governing all aspects of arbitration was integral to the parties’ alternative dispute resolution (ADR) agreement to a degree as integral as the agreement to arbitrate itself. In light of a consent judgment effectively barring the arbitration service from arbitrating the ADR agreement, the ADR agreement failed altogether. Riley v. Extendicare Health Facilities, Inc., 2013 WI App 9, 345 Wis. 2d 804, 826 N.W.2d 398, 12–0311.

This section provides that a contractual provision to arbitrate is revocable “except upon such grounds as exist at law or in equity for the revocation of a contract.” No Wisconsin or federal case establishes that, once arbitration is contracted as the forum for determining disputes, parties can never later contract for an alternative forum for dispute resolution. Fundamental principles of freedom to contract support the proposition that parties can subsequently contract to modify the terms of a previous contract. This section does not limit such freedom to contract. Another contract that clearly and expressly supersedes a first contract is grounds as exist at law or in equity for the revocation of a contract. Midwest Neurosurgical Associates, LLC v. Great Lakes Neurosurgical Associates, LLC, 2018 WI 112, 384 Wis. 2d 669, 920 N.W.2d 767, 16–0601.

Arbitration is a matter of contract between private parties who enjoy that freedom. A circuit court has no authority to halt a contractually agreed upon arbitration. The court may act only to ensure the parties who contracted for arbitration abide by their contractual agreement. State ex rel. CityDeck Landing LLC v. Circuit Court, 2019 WI 15, 835 Wis. 2d 516, 922 N.W.2d 832, 18–0291.

While a court’s authority under the Federal Arbitration Act to compel arbitration may be considerable, it isn’t unconditional. A court should decide for itself whether 9 USC 1 of the Act’s “contracts of employment” exclusion applies before ordering arbitration. After all, to invoke its statutory powers to stay litigation and compel arbitration according to a contract’s terms, a court must first know whether the contract itself falls within or beyond the boundaries of the Act. New Prime Inc. v. Olivera, 586 U.S., 139 S. Ct. 532, 202 L. Ed. 2d 536 (2019).

The Federal Arbitration Act (FAA) precludes states from singling out arbitration provisions for suspect status. When state law prohibits outright the arbitration of a particular type of claim, the conflicting rule is displaced by the FAA. This section prohibits outright enforcing arbitration agreements in employment disputes, and means that it is displaced by the FAA. Nevill v. Johnson Controls International PLC, 364 F. Supp. 3d 932 (2019).
underlying claim; 4) contracts that contain arbitration clauses carry a strong presump-
tion of arbitration; therefore, doubts are resolved in favor of arbitration coverage. Mortimore v. Merge Technologies Inc., 2012 WI App 109, 344 Wis. 2d 459, 824 N.W.2d 153.

Parties may contract broadly and agree to arbitrate even the issue of arbitrability. However, arbitrators cannot determine whether they have the authority to decide arbi-
trability issues; for that power lies in arbitrators such as the court. The evidence of
what authority must be clear and unmistakable; otherwise, the question of whether the
parties agreed to arbitrate is to be decided by the court, not the arbitrator. Midwest Ne-

A court should order arbitration only if the court is satisfied that neither the forma-
tion nor the performance of the arbitration agreement nor—present a valid provision specifically
committing such disputes to an arbitrator—its enforceability or applicability to the
dispute is in issue. In answering both who determines arbitrability and what is to be
arbitrated, the court applies state-law contract principles and this chapter. There-
globally, a court may invalidate an arbitration agreement based on generally applicable
contract defenses like fraud or unconscionability, but not on legal rules that apply
only to common law remedies. Westinghouse v. Farmers Insurance Exchange, 2019 WI 112, 384 Wis. 2d 669, 920 N.W.2d 767, 16–0001.

The procedure under this section is somewhat reminiscent of 788.03,
but the circuit court’s responsibility is essentially the same. Both this section and s.
788.03 require the circuit court to do nothing more than determine whether the parties
must arbitrate their dispute and then ensure that they do. L.G. v. Aurora Residential Alternatives, Inc., 2019 WI 79, 387 Wis. 2d 724, 929 N.W.2d 590, 18–0656.

An application to stay pursuant to this section is a special proceeding within the
meaning of s. 808.03, and a circuit court order denying a request to compel arbi-
tration and stay a pending lawsuit is final for the purposes of appeal. L.G. v. Aurora Res-
idential Alternatives, Inc., 2019 WI 79, 387 Wis. 2d 724, 929 N.W.2d 590, 18–0656.

788.03 Court order to arbitrate; procedure. The party
agrieved by the alleged failure, neglect or refusal of another to
perform under a written agreement for arbitration may petition
any court of record having jurisdiction of the parties or of the
property for an order directing that such arbitration proceed as
provided for in such agreement. Five days’ notice in writing of such
application shall be served upon the party in default. Service
thereof shall be made as provided by law for the service of a sum-
mons. The court shall hear the parties, and upon being satisfied that the making of the agreement for arbitration or the failure to
comply therewith is not in issue, the court shall make an order
directing the parties to proceed to arbitration in accordance with
the terms of the agreement. If the making of the arbitration agree-
ment or the failure, neglect or refusal to perform the same is in
issue, the court shall proceed summarily to the trial thereof. If
no jury trial is demanded, the court shall hear and determine such
issue. Where such an issue is raised, either party may, on or before
the return day of the notice of application, demand a jury trial of
such issue, and upon such demand the court shall make an order
referring the issue to a jury summoned and selected under s. 757.
The jury shall find that no agreement in writing for arbitration
was made or that there is no default in proceeding thereunder,
the proceeding shall be dismissed. If the jury finds that an agree-
ment for arbitration was made in writing and that there is a default
in proceeding thereunder, the court shall make an order
directing the parties to proceed with the arbitration in accordance
with the terms thereof.

History: Sup. Ct. Order, 67 Wis. 2d 585, 775 (1975); 1977 c. 137, s. 34; Stats. 1979 s. 788.03; Sup. Ct. Order No. 96–08, 207 Wis. 2d 16 (1997).

An insurer who acceded to the insured’s refusal to arbitrate the insured’s uninsured
motorist claim until after the insured’s passengers’ claims were litigated was not an
“aggrieved party” within s. 808.03. Winton v. Farmers Insurance Exchange, 2019 WI 27, 361 Wis. 2d 496, 860 N.W.2d 498, 13–1205.

The legislature has determined that the courts have a limited role in the context of arbitra-
tion proceedings, not by a court in a proceeding under this section to compel arbitra-
tion. This conclusion in this case was based on Wisconsin’s public policy favoring arbitration, the arbitration agreement in this case, the Realtors Association’s arbitration procedures, the limited role of courts in actions to compel arbitration under this
section and s. 788.03, and the effect of arbitration on similar cases. Midwest Ne-

Arbitrators cannot determine whether they have the authority to decide arbi-
trability issues in this case, the Realtors Association’s arbitration
agreement, the limited role of courts in actions to compel arbitra-
tion under this section and s. 788.03, and the effect of arbitration on similar cases. Midwest Ne-

The procedure under this section is somewhat reminiscent of 788.03,
but the circuit court’s responsibility is essentially the same. Both this section and s.
788.03 require the circuit court to do nothing more than determine whether the parties
must arbitrate their dispute and then ensure that they do. L.G. v. Aurora Residential Alternatives, Inc., 2019 WI 79, 387 Wis. 2d 724, 929 N.W.2d 590, 18–0656.

788.04 Arbitrators, how chosen. (1) If, in the agreement,

The arbitration procedure under this section, the circuit court’s responsibility is essentially the same. Both this section and s.
788.03 require the circuit court to do nothing more than determine whether the parties
must arbitrate their dispute and then ensure that they do. L.G. v. Aurora Residential Alternatives, Inc., 2019 WI 79, 387 Wis. 2d 724, 929 N.W.2d 590, 18–0656.

If no method is provided in the agreement, or if a method is provided and
any party thereto fails to make use of the method, or if for any other reason there is a lapse in the naming of an arbitrator or arbi-
trators or an umpire, or in filling a vacancy, then upon the application
of either party to the controversy, the court shall fix in s. 788.02 or the circuit court for the county in which the arbitration
is to be held shall designate and appoint an arbitrator, arbitrators or
umpire, as the case or sub. (2) may require, who shall act under
the agreement with the same force and effect as if specifically
named in the agreement; and, except as provided in sub. (2) or
unless otherwise provided in the agreement, the arbitration shall
be by a single arbitrator.

The procedure under this section is somewhat reminiscent of 788.03,
but the circuit court’s responsibility is essentially the same. Both this section and s.
788.03 require the circuit court to do nothing more than determine whether the parties
must arbitrate their dispute and then ensure that they do. L.G. v. Aurora Residential Alternatives, Inc., 2019 WI 79, 387 Wis. 2d 724, 929 N.W.2d 590, 18–0656.

(2) A panel of arbitrators, consisting of 3 persons shall be
appointed to arbitrate actions to recover damages for injuries
to the person arising from any treatment or operation performed by
or any omission by any person who is required to be licensed,
registered or certified to treat the sick as defined in s. 448.01 (10).

(a) One arbitrator shall be appointed by the court from a list of
arbitrators with trial experience. The list shall be prepared and peri-
dically revised by the State Bar of Wisconsin.

(b) One arbitrator shall be appointed by the court from lists of
health professionals prepared and periodically revised by the
appropriate statewide organizations of health professionals.
The lists shall designate the specialty, if any, of each health profes-
sional listed. The organizations of health professionals shall assist
the court to determine the appropriate specialty of the
arbitrator for each action to be arbitrated.

History: 1975 c. 43, 199; 1997 c. 66, s. 75; 1997 c. 419; 1979 c. 62, s. 64, 92 (15); Stats. 1979 s. 788.04; 2001 a. 103.

788.05 Court procedure. Any application to the court here-
under shall be made and heard in the manner provided by law for
the making and hearing of motions, except as otherwise herein
expressly provided.

History: 1979 c. 32, s. 64; Stats. 1979 s. 788.05.

788.06 Hearings before arbitrators; procedure. (1) When
more than one arbitrator is agreed to, all of the arbitra-
tors shall hear the case unless all parties agree in writing to pro-
cceed with a lesser number.

(2) Any arbitrator may issue a subpoena under ch. 885 or may
furnish blank forms therefor to a representative for any party to the
arbitration. The representative may issue a subpoena under s.
805.07. The arbitrator or representative who issues the subpoena
shall sign the subpoena and provide that the subpoena is served
as prescribed in s. 805.07 (5). If any person so served neglects or
refuses to obey the subpoena, the issuing party may petition the
circuit court for the county in which the hearing is held to impose
a remedial sanction under ch. 785 in the same manner provided for witnesses in circuit court. Witnesses and interpreters attending before an arbitration shall receive fees as prescribed in s. $14.67.

History: 1985 a. 168.

788.07 Depositions. Upon petition, approved by the arbitrators or by a majority of them, any court of record in and for the county where such arbitrators, or a majority of them, are sitting may direct the taking of depositions to be used as evidence before the arbitrators, in the same manner and for the same reasons as provided by law for the taking of depositions in suits or proceedings pending in the courts of record in this state.

History: 1979 c. 32 s. 64; Stats. 1979 s. 788.07.

Arbitrators have no inherent authority to dictate the scope of discovery. Absent an express agreement, the parties are limited to the procedure for depositions, as described in this section. Bors v. Allstate Insurance Co., 2006 WI 70, 291 Wis. 2d 361, 717 N.W.2d 42, 04-004-04.

For a party in arbitration to enjoy discovery outside of that allowed by this section, an insurance policy must provide for it expressly, explicitly, specifically, and in a clearly drafted clause. For a policy to adequately describe the discovery mechanisms to be used at arbitration, it must indicate in the policy that the mechanisms are in fact discovery mechanisms and that they are meant to be available at arbitration. A provision stating that “local rules of law as to procedure and evidence will apply” was not an explicit, specific, and clearly drafted reference to ch. 804 or to any other discovery rules. Marloew v. IDS Property Casualty Ins., 2013 WI 29, 346 Wis. 2d 450, 828 N.W.2d 912, 11-006-07.


788.08 Written awards. The award must be in writing and must be signed by the arbitrators or by a majority of them.

History: 1979 c. 32 s. 64; Stats. 1979 s. 788.08.

788.09 Court confirmation award, time limit. At any time within one year after the award is made any party to the arbitration may apply to the court in and for the county within which such award was made for an order confirming the award, and thereupon the court may make such order unless the award is vacated, modified or corrected under s. 788.10 or 788.11. Notice in writing of the application shall be served upon the adverse party or the adversary party’s attorney 5 days before the hearing thereof.

History: 1979 c. 32 s. 64; Stats. 1979 s. 788.09; 1981 c. 395; 1993 a. 486.

The time limit under s. 788.13 does not begin to run when the prevailing party moves to confirm the award under s. 788.10 or 788.11. Milwaukee Police Ass’n v. City of Milwaukee, 92 Wis. 2d 145, 285 N.W.2d 119 (1979).

788.10 Vacation of award, rehearing by arbitrators. (1) In either of the following cases the court in and for the county wherein the award was made must make an order vacating the award upon the application of any party to the arbitration:

(a) Where the award was procured by corruption, fraud or undue means;

(b) Where there was evident partiality or corruption on the part of the arbitrators, or either of them;

(c) Where the arbitrators were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause shown, or in refusing to hear pertinent and material to the controversy; or of any other misbehavior by which the rights of any party have been prejudiced;

(d) Where the arbitrators exceeded their powers, or so imperceptibly executed them that a mutual, final and definite award upon the subject matter submitted was not made.

(2) Where an award is vacated and the time within which the agreement required to be made has not expired, the court may, in its discretion, direct a rehearing by the arbitrators.

History: 1979 c. 32 s. 64; Stats. 1979 s. 788.10.

A court may order arbitrators to hear further testimony without establishing a new panel. Gallagher v. Schermecker, 60 Wis. 2d 143, 208 N.W.2d 437 (1973).

The interjection of a new contract time period in an amended final offer after the petition to arbitrate is a question beyond the authority of the arbitrators. Milwaukee Deputy Sheriffs’ Ass’n v. Milwaukee County, 64 Wis. 2d 651, 221 N.W.2d 673 (1974).

Arbitration awards are presumptively valid, and an award may not be attacked on the grounds that a portion of it could conceivably be allocable to an allegedly improper item. Scherrer Construction Co. v. Burlington Memorial Hospital, 64 Wis. 2d 22, 221 N.W.2d 855 (1974).

Contacts between the arbitrator and one party outside the presence of the other do not in themselves justify vacating an award to the party involved if the challenger does not demonstrate either improper intent or influence by clear and convincing evi-
A presumption of impartiality among all arbitrators, whether named by the parties or not, is adopted. This presumption may be rebutted, and an arbitrator may act as a non-neutral when the parties contract for non-neutral arbitrators or the arbitration rules otherwise provide for non-neutral arbitrators. Borst v. Allstate Insurance Co., 2006 WI 70, 291 Wis. 2d 361, 717 N.W.2d 42, 04-2004.

Sub. (1) (d) requires a court to vacate an arbitrator’s award when the arbitrator exceed his or her powers by failing to fully review and apply the supreme court’s decisions on the collateral source rule and the law of damages. Loren Imhoff Homebuilder, Inc. v. Taylor, 2012 WI 21, 339 Wis. 2d 1, 810 N.W.2d 775, 09-2848.

Courts will vacate an award when arbitrators exceeded their powers through perverse misconstruction, positive misconduct, a manifest disregard of the law, or when the arbitrators act as a non-neutral in violation of strong public policy. When there is no constitutional or statutory language that would allow for the arbitrator’s construction, there is no reasonable foundation for the award. In such a case, the arbitrator perversely misconstrues the contract and exceeds the authority granted by the collective bargaining agreement. Baldwin–Woodville Area School Dist. v. West Central Education Ass’n, 2008 WI 70, 310 Wis. 2d 751, 792 N.W.2d 312, 2006 WI App 73.

The arbitration panel’s decision in this case was properly modified by the circuit court under this section and s. 788.10 because the arbitrators exceeded their authority by failing to fully review and apply the supreme court’s decisions on the collateral source rule and the law of damages. Orloski v. State Farm Mutual Auto Insurance Co., 2012 WI 21, 339 Wis. 2d 1, 810 N.W.2d 775, 09-2848.

A party’s application to the arbitrator’s powers must ordinarily wait until the arbitrators have reached a final decision on the award to be given, if any, before turning to the circuit courts. Courts that have permitted interlocutory review during an arbitration proceeding have done so only in rare circumstances that present a compelling reason to depart from the normal practice, balancing the need for efficient and orderly arbitration proceedings with the need for an occasional exception to accommodate extraordinary or inherently irreparably prejudicial matters that demand the immediate attention of the courts. Marwole v. IDS Property Casualty Insurance Co., 2011 WI 29, 346 Wis. 2d 450, 828 N.W.2d 812, 11-0676.

An arbitrator exceeds the arbitrator’s powers when the arbitrator demonstrates either “perverse misconstruction” or “positive misconduct,” when the arbitrator manifestly disregards the law, when the award is illegal, or when the award violates a strong public policy. An arbitrator manifestly disregards the law when the arbitration award conflicts with governing law, as set forth in the constitution, a statute, or case law interpreting a provision of the constitution or a statute. The case law interpreting the constitution or a statute. An arbitrator does not manifestly disregard the law if substantial authority sustains the arbitrator’s assumption as to the law.

During an arbitration, a proper time to raise an objection in order to preserve it is before the arbitration award is issued. The arbitration award is the arbitrator’s decision on the merits of the disputes that were submitted to arbitration. Therefore, as long as an objection to a new issue is raised before the merits are decided, the policy goals underlying the right to be heard, the parties right to be heard, the parties’ right to be heard, the parties to ensure that the arbitrator does not prejudice the fairness of the proceeding is preserved. In this case, because a party objected to the arbitrator’s sleeping following the conclusion of the evidentiary hearing, but before the arbitrator issued the arbitration award, the party lost its objection. Loren Imhoff Homebuilder, Inc. v. Taylor, 2022 WI 12, 400 Wis. 2d 611, 970 N.W.2d 831, 19-2205.

An omission by an arbitrator that deprives the parties of the benefit of execution of a fundamental duty assigned to the arbitrator through the mutual agreement of the parties can constitute such imperfect execution of an arbitrator’s powers that a mutual, final, and definite award upon the subject matter submitted was not made manifest. Where a party can demonstrate that an arbitrator failed to perform a fundamental duty that was assigned to him as the arbitrator: remain awake to consider the presentation of material evidence, most notably significant portions of the testimony of the expert called. Loren Imhoff Homebuilder, Inc. v. Taylor, 2022 WI App 14, 401 Wis. 2d 510, 973 N.W.2d 836, 19-2205.

There is a role for trial court fact finding in response to some categories of challenges to arbitration orders, and the clearly erroneous standard applies to the content of appeals. The role of factual findings. Loren Imhoff Homebuilder, Inc. v. Taylor, 2022 WI App 14, 401 Wis. 2d 510, 973 N.W.2d 836, 19-2205.

That an arbitrator made a mistake by erroneously rejecting a valid legal defense does not provide grounds for vacating an award unless the arbitrator deliberately dis- regarded the law. Flexible Manufacturing Systems v. Super Products Corp., 86 F.3d 96 (1996).


878.11 Modification of award. (1) In either of the following cases the court in and for the county wherein the award was made must order modifying or correcting the award upon the application of any party to the arbitration:

(a) Where there was an evident material miscalculation of figures or an evident material mistake in the description of any person, thing or property referred to in the award;

(b) Where the arbitrators have awarded upon a matter not submitted to them unless it is a matter not affecting the merits of the decision upon the matters submitted;

(c) Where the award is imperfect in manner of form not affecting the merits of the controversy.

(2) The order must modify and correct the award, so as to affect the intent thereof and promote justice between the parties.

History: 1979 c. 32 s. 64; Stats. 1979 s. 788.11.

The intent of the parties controls a determination under sub. (1) (b) whether a matter was submitted to the arbitrator. Milwaukee Professional Firefighters, Local 215 v. City of Milwaukee, 78 Wis. 2d 1, 253 N.W.2d 481 (1977).

A court had no jurisdiction to vacate or modify an award if grounds under this section or s. 788.10 did not exist. Milwaukee Police Ass’n v. City of Milwaukee, 92 Wis. 2d 175, 285 N.W.2d 133 (1979).

A court had no jurisdiction to vacate or modify an award if grounds under this section or s. 788.10 did not exist. Milwaukee Police Ass’n v. City of Milwaukee, 92 Wis. 2d 175, 285 N.W.2d 133 (1979).

878.12 Judgment. Upon the granting of an order confirming, modifying or correcting an award, judgment may be entered in conformance therewith in the court wherein the order was granted.

History: 1979 c. 32 s. 64; Stats. 1979 s. 788.12.

There is no statutory authority for awarding costs to a party in an arbitration proceeding. Finkenbinder v. State Farm Mutual Auto Insurance Co., 215 Wis. 2d 145, 572 N.W.2d 301 (Ct. App. 1997), 97-0335.

878.13 Notice of motion to change award. Notice of a motion to vacate, modify, or correct an award must be served upon the adverse party or attorney within 3 months after the award is filed or delivered, as prescribed by law for service of notice of a motion in an action. For the purposes of the motion any judge who might make an order to stay the proceedings in an action brought in the same court may make an order, to be served with the notice of motion, staying the proceedings of the adverse party to enforce the award.

History: 1979 c. 32 s. 64; 1979 c. 176; Stats. 1979 s. 788.13.

The time limit under this section does not apply when the prevailing party moves to confirm under s. 788.09 and an adverse party wishes to raise objections under ss. 788.10 and 11. Milwaukee Police Ass’n v. City of Milwaukee, 92 Wis. 2d 145, 285 N.W.2d 119 (1979).


878.14 Papers filed with motion regarding award; entry of judgment, effect of judgment. (1) Any party to a proceeding for an order confirming, modifying or correcting an award shall, at the time the order is filed with the clerk of circuit court for the entry of judgment thereon, also file the following papers with the clerk of circuit court:

(a) The agreement, the selection or appointment, if any, of an additional arbitrator or umpire, and each written extension of the time, if any, within which to make the award;

(b) The award;

(c) Each notice, affidavit or other paper used upon an application to confirm, modify or correct the award, and a copy of each order of the court upon such an application.

(2) The judgment shall be entered in the judgment and lien docket as if it was rendered in an action.

(3) The judgment so entered shall have the same force and effect, in all respects, as, and be subject to all the provisions of law relating to, a judgment in an action; and it may be enforced as if it had been rendered in an action in the court in which it is entered.

History: 1979 c. 32 s. 64; Stats. 1979 s. 788.14; 1995 a. 224.

Section 806.07 (1) can be used to reopen judgments confirming arbitration awards. Under sub. (3), a judgment confirming an arbitration award shall “have the same force and effect, in all respects, as, and be subject to all the provisions of law relating to, a judgment in an action.” Sands v. Menard, Inc., 2013 WI App 47, 347 Wis. 2d 446, 831 N.W.2d 805, 12-0266.

878.15 Appeal from order or judgment. An appeal may be taken from an order confirming, modifying, correcting or vacating an award, or from a judgment entered upon an award, as from an order or judgment in an action.

History: 1979 c. 32 s. 64; Stats. 1979 s. 788.15.

878.17 Title of act. This chapter may be referred to as “The Wisconsin Arbitration Act”.

History: 1979 c. 32 s. 64; Stats. 1979 s. 788.17.

878.18 Not retroactive. The provisions of this chapter shall not apply to contracts made prior to June 19, 1931.

History: 1979 c. 32 s. 64; Stats. 1979 s. 788.18.