

STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

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GRAFTON PROFESSIONAL POLICEMEN'S ASSOCIATION, ET AL,	:	
	:	
Complainant,	:	Case III
	:	No. 20095 MP-572
vs.	:	Decision No. 14424-C
	:	
VILLAGE OF GRAFTON (POLICE DEPARTMENT)	:	
	:	
Respondent.	:	
	:	

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ORDER MODIFYING FINDINGS OF FACT AND ORDER

The Examiner having issued Findings of Fact, Conclusion of Law and Order in the above entitled matter on October 21, 1976; and the Examiner having subsequently set aside said Findings of Fact, Conclusion of Law and Order on November 3, 1976 to allow the Examiner to consider the modification of same; and the Examiner being satisfied that the previously issued Findings of Fact and Order should be modified;

NOW, THEREFORE, it is

ORDERED


That pursuant to Section 111.07(5) of the Wisconsin Statutes, the Examiner hereby:

1. Renumbers paragraph 10 of the Findings of Fact to become paragraph 11 of said Findings.
2. Adds paragraph 10 to the Findings of Fact which shall read as follows:
  10. That the Blue Cross/Blue Shield policy provided 100% coverage for home and office calls (non-psychiatric) and for prescription drugs, with all other services covered at a co-insurance factor of 80%; and that Rural Security Life Insurance Company provides co-insurance coverage at a rate of 80% of the first \$2,500 and 100% thereafter for all services.
3. Modifies paragraph 2(b) of the Order to read as follows:
  2. Take the following affirmative action which the Examiner finds proper:
    - (b) From January 1, 1976 until the date on which equivalent coverage becomes effective or, if said coverage is not obtained, until December 31, 1976, reimburse all employes covered by the instant bargaining agreement for those insurance claims which have been or will be rejected by Rural Security Life Insurance Company which would have been paid by Blue Cross/Blue Shield under the policy in effect during 1975 in the four specifically enumerated areas of non-equivalency.

4. Affirms and reinstates all other portions of the Findings of Fact, Conclusion of Law and Order issued in the above entitled matter on October 21, 1976.

Dated at Madison, Wisconsin this 18th day of November, 1976.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By   
Peter G. Davis, Examiner

MEMORANDUM ACCOMPANYING ORDER MODIFYING FINDINGS OF FACT AND ORDER

The Examiner has determined that the Findings of Fact, Conclusion of Law and Order originally issued in the instant matter required the indicated additions and modification if the parties were to be able to fully comply therewith. Therefore the Examiner has enumerated all areas in which insurance coverage provided by Rural Security Life Insurance Company does not meet the contractual requirement of equivalency and thus indicates that said requirement would be satisfied if Rural Security were to provide coverage in these four areas which was the same as that previously provided by Blue Cross/Blue Shield. The Order issued herein has been clarified to indicate that the Respondents liability for claims rejected by Rural Security which would have been paid by Blue Cross/Blue Shield is limited to the four enumerated areas of non-equivalency. No offset will be allowed for claims which have been or will be paid by Rural Security but which would have been rejected by Blue Cross/Blue Shield. The definition of equivalency adopted by the parties requires that the employer provide insurance coverage which is equal in all significant respects to that previously provided by Blue Cross/Blue Shield. Thus, when comparing the equivalency of the two insurance policies, any areas in which Rural Security's coverage may have been superior to that provided by Blue Cross/Blue Shield could not be utilized to offset the noted areas of inferiority and therefore no offset can be permitted when the Employer remedies its contractual violation.

Dated at Madison, Wisconsin this 18th day of November, 1976.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By   
Peter G. Davis, Examiner