

BEFORE THE ARBITRATOR

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 In the Matter of the Arbitration :  
 of a Dispute Between :  
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 EAU CLAIRE COUNTY : Case 177  
 : No. 49178  
 and : MA-7854  
 :  
 EAU CLAIRE SHERIFF'S DEPARTMENT :  
 SUPERVISORY UNIT :  
 :  
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Appearances:

Mr. Keith R. Zehms, Corporation Counsel, on behalf of the County.  
Mr. Steven J. Urso, Staff Representative, on behalf of the Association.

ARBITRATION AWARD

The above-entitled parties, herein the County and Association, are privy to a collective bargaining agreement providing for final and binding arbitration. Pursuant thereto, hearing was held in Eau Claire, Wisconsin on April 27, 1993. The hearing was not transcribed and the parties there presented oral argument in lieu of filing briefs.

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

DISCUSSION

The major disputes between the parties center on wages and health and dental insurance.

The County argues that employes should pay 5% of the health insurance HMO premium and that employes should pay for the entire dental insurance premium. The Association contends that employes should not pay for any of the health insurance HMO premium and that the County should continue paying for the entire dental insurance premium, just as it has in the past. Both parties have indicated that a 4 1/2 percent across-the-board raise is fair.

The record establishes that the monthly HMO health insurance premium is \$374 for family and \$144 for single and that the monthly dental premium is about \$48. Last year, the employes were covered under a different plan for a composite monthly rate of \$386, which included the dental premium. For part of last year, employes were required to pay 5% of the HMO health insurance premium. They were never required to pay any of the dental premium.

The parties reached a tentative agreement on a successor contract for 1993, but it was subsequently voted down by the County Board. It called for the County to pay for all of the HMO and dental premiums for 1993. The dental plan, for the first time, also provided for a \$50 deductible.

It is, of course, readily understandable why the County is so concerned about its ever-rising health care costs. The Association shares this concern, as it knows that the costs of health insurance ultimately find their way to the bargaining table where it becomes a major stumbling block to a settlement.

Having considered this matter, I therefore find as follows:

1. For the remainder of 1993, and effective on the first payroll period following the date of this Award, the County shall pay the entire single and family HMO monthly premium and it shall

continue to pay 100 percent of the premium for the standard plan.

2. For the remainder of 1993, and as soon as practicable following issuance of this Award, the County shall convert to the Delta Dental Plan which provides for a \$50 deductible. This deductible shall not be made retroactive. The County shall pay the entire dental premium.
3. Employees are to receive a 4 1/2 percent across-the-board raise retroactive to January 1, 1993.
4. Effective January 1, 1994, and continuing to December 31, 1994, the County shall pay 95% of the HMO monthly premium and it shall continue to pay 100% of the standard premium.
5. Effective January 1, 1994, and continuing to December 31, 1994, the County shall retain the Delta Dental Plan, along with its \$50 deductible, and it shall pay for the entire dental premium.
6. The aforementioned health and dental insurance premiums and benefits shall remain in effect for all of 1994. The parties therefore are precluded from bargaining over said premiums or benefits in any negotiations for a 1994 contract.
7. In order to resolve any questions which may arise over application of this Award, I shall retain my jurisdiction for at least thirty (30) days.

Dated at Madison, Wisconsin this 13th day of May, 1993.

By Amedeo Greco /s/  
Amedeo Greco, Arbitrator