

BEFORE THE ARBITRATOR

In the Matter of the Arbitration
of a Dispute Between

PORTAGE COUNTY DEPUTY SHERIFF'S
ASSOCIATION

and

PORTAGE COUNTY

Case 131
No. 54015
MA-9518

Appearances:

Cullen, Weston, Pines & Bach, by Mr. Richard Thal, on behalf of the Union.
Mr. Gerald Lang, Personnel Director, and Mr. Brian Formella, Corporation Counsel,
on behalf of the County.

ARBITRATION AWARD

The above-entitled parties, herein "Union" and "County", are privy to a collective bargaining agreement providing for final and binding arbitration. Pursuant thereto, hearing was held in Stevens Point, Wisconsin, on September 11, 1996. The hearing was not transcribed and the parties there waived the filing of briefs. Based upon the entire record and the arguments of the parties, I issue the following Award.

AWARD

1. Grievant Robert Larson shall receive family health insurance benefits effective October 1, 1996, covering himself and his children subject to the Pre-Existing Conditions provision of the parties' collective bargaining agreement.

2. Said family benefits will be subordinated and secondary to the primary health insurance family plan covering Larson's ex-wife at her place of employment.

3. This Award represents the full and final adjudication of all issues relating to this matter pursuant to Grievant Larson's agreement at the hearing that he will not litigate in any other forum any issues relating to the County's refusal to let him re-enroll in the County's health insurance plan after he served his ninety (90) day suspension.

4. This Award is non-precedential and shall not be relied upon by either party in any other dispute.

5. In order to resolve any questions which may arise over application of this Award, I

shall retain my jurisdiction for at least six (6) months.

Dated at Madison, Wisconsin, this 17th day of September, 1996.

By Amedeo Greco /s/
Amedeo Greco, Arbitrator