

THE ARBITRATOR

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In the Matter of the Arbitration of a Dispute Between

**VILLAGE OF EAST TROY PROFESSIONAL  
POLICE ASSOCIATION, LAW LOCAL NO. 310**

and

**VILLAGE OF EAST TROY**

Case 51  
No. 59783  
MA-11407

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In the Matter of the Arbitration of a Dispute Between

**VILLAGE OF EAST TROY CLERICAL EMPLOYEES,  
LAW LOCAL 815 and VILLAGE OF EAST TROY  
DEPARTMENT OF PUBLIC WORKS EMPLOYEES, LAW LOCAL 719**

and

**VILLAGE OF EAST TROY**

Case 52  
No. 59784  
MA-11408

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**Appearances:**

**Mr. Benjamin M. Barth**, Labor Consultant, Labor Association of Wisconsin, Inc., N116W16033 Main Street, Germantown, Wisconsin 53222, appearing on behalf of the Association.

Oleniczak and Gray, LLC, Attorneys at Law, 2847C Buell Drive, P.O. Box 911, East Troy, Wisconsin 53120, by **Ms. Linda L. Gray**, appearing on behalf of the Village.

**SUPPLEMENTAL ARBITRATION AWARD**

On November 17, 2005, the Labor Association of Wisconsin (LAW), hereafter Association, and the Village of East Troy, hereafter Village, jointly requested the undersigned to clarify an Arbitration Award issued by the undersigned on May 30, 2002. The parties have stipulated to the following statement of the issue:

If the Village is to stand in the shoes of the carrier to provide reimbursement to the employees, can the Village go back into the employees MSA from 2002, 2003, or 2004 to reimburse for 2005 expenses?

In her May 30, 2002 Award, the undersigned stated as follows:

. . .

In remedy of these contractual violations, the Village is hereby directed to make the Association's bargaining unit employees whole for losses resulting from the Village's unilateral implementation of the Starmark plan by immediately:

1. Reimbursing employees for the costs of all prescription drugs that would have been paid for by the Village under the 2000 HEP-PPO plan and which exceed \$5 per generic drug and \$10 per brand name drug.
2. Reimbursing employees for the cost of any oral contraceptive that would have been paid for by the Village under the 2000 HEP-PPO plan, but is not paid by Starmark.
3. Reimbursing employees for the cost of any hospice care that would have been paid for by the Village under the 2000 HEP-PPO plan, but is not paid by Starmark.
4. Reimbursing employees for the cost of any oral surgical procedure that would have been paid for by the Village under the 2000 HEP-PPO plan, but is not paid by Starmark, or the Village's Dental Health Insurance plan.

5. Administering the \$600 front-end family deductible in such a manner that an individual family member's deductible is capped at \$200 and reimburse the employee for any cost resulting from the failure of the Starmark plan to cap the front-end deductible at \$200 per family member.
6. Reimbursing each employee for the monthly fee for maintaining the MSA, currently at \$1, and for the fee that accompanies a request for a withdrawal of monies from the MSA, currently at \$2, as well as for any fee assessed by Starmark as a result of an employee depleting their MSA account.

In making the employee whole, the Village may offset the reimbursements required in Paragraph's One through Six, supra, by deducting any expenses for which the employee would have been liable under the 2000 HEP-PPO plan, but which were paid by Starmark. Additionally, if at the end of a calendar year, the monies placed by the Village into the employee's MSA exceeds the monies required to be expended by the employee for coverage provided by Starmark during that calendar year, then these excess monies may be used by the Village to offset any reimbursement required in Paragraph's One through Six, supra.

. . .

Under the remedy set forth above, if at the end of the calendar year 2005, the monies placed by the Village into the employee's MSA exceeds the monies required to be expended by the employee for coverage provided by Starmark during the calendar year 2005, then these excess monies may be used by the Village to offset any 2005 reimbursements required in Paragraph's One through Six, supra. The remedy does not define "excess monies" in terms of 2005 MSA contributions. Rather, it addresses "monies placed by the Village into the employee's MSA." Accordingly, monies placed by the Village into the employee's MSA account in 2002, 2003 or 2004 may be used by the Village to offset the 2005 reimbursements required in Paragraph's One through Six, supra.

Dated at Madison, Wisconsin this 19<sup>th</sup> day of December, 2005.

Coleen A. Burns /s/

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Coleen A. Burns, Arbitrator

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