

BEFORE THE ARBITRATOR

In the Matter of the Arbitration of a Dispute Between
EAU CLAIRE CITY EMPLOYEES, LOCAL 284, AFSCME

and

CITY OF EAU CLAIRE

Case 276
No. 67165
MA-13783

(Insurance Grievance)

Appearances:

Bruce Ehlke, Attorney, Hawks, Quindel, Ehlke & Perry, Attorneys at Law and **Steve Day**, Staff Representative, Wisconsin Council 40, AFSCME, appeared on behalf of the Union.

Stephen Weld, Attorney, Weld, Riley, Prens & Ricci, Attorneys at Law, appeared on behalf of the City.

ARBITRATION AWARD

The above-captioned parties, hereinafter the Union and City, respectively, are parties to a collective bargaining agreement which provides for final and binding arbitration of grievances. Pursuant to a request for arbitration, the Wisconsin Employment Relations Commission appointed the undersigned to decide the above-captioned grievance. The Union filed a grievance dated May 16, 2007. The grievance alleged that the City violated Article 3, Section 2 and Article 18, Sections 1, 3 and 4 when it “unilaterally implemented increased co-pays and a mandatory wellness plan in regard to health insurance.” The City granted the grievance. Based on the above, the arbitrator finds that the City violated Article 18, Sections 1, 3 and 4 of the collective bargaining agreement. The arbitrator will retain jurisdiction over the remedy.

Dated at Madison, Wisconsin, this 8th day of November, 2007.

Raleigh Jones /s/

Raleigh Jones, Arbitrator

REJ/gjc
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