

BEFORE THE ARBITRATOR

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In the Matter of the Arbitration of a Dispute Between

**MARINETTE COUNTY**

and

**COURTHOUSE EMPLOYEES, LOCAL 1752,  
AFSCME, AFL-CIO**

Case 194  
No. 67359  
MA-13849

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**Appearances:**

**Gale Mattison**, for the County.

**Dennis O'Brien**, for the Union.

**ARBITRATION AWARD**

The parties jointly selected me to resolve an insurance grievance. Hearing was held in Marinette, Wisconsin on November 15, 2007. The hearing was not transcribed and the County presented oral argument at the hearing's conclusion. The Union filed written argument on December 19, 2007.

**ISSUE**

The parties were unable to agree upon a statement of the issue but agreed I had the authority to frame the issue after considering their respective positions. Having done so, I frame the issue as follows:

Did the County violate Article 6.03 of the 2006-2008 contract by failing to pay the insurance premiums for the surviving spouse following the death of the retired employee?

If so, what is the appropriate remedy?

### **CONTRACT LANGUAGE**

#### **6.03 Retiree Health Insurance**

- A. Employees who retire between the age of fifty-five (55) and sixty-two (62) and have twenty (20) years of service shall have their medical insurance monthly premium paid by the County for the Employee and the Employee's spouse until the Employee has reached eight (8) years of retirement or age seventy (70), whichever occurs first. Employees who retire after sixty-two (62) with fifteen years (15) years of service shall have their insurance and their spouse's insurance paid by the County until the Employee reaches the age of seventy (70).

### **DISCUSSION**

When a retired employee and spouse are having their insurance premiums paid pursuant to Article 6.03 and the retired employee dies, the parties disagree over whether Article 6.03 requires the County to continue to pay the surviving spouse's insurance premiums. The County contends that the Article 6.03 insurance premium obligation continues only so long as the retired employee is alive. The Union asserts that where, as here, the retired employee met the age and length of service requirements of Article 6.03, the death of the retired employee does not end the entitlement of surviving spouse to the insurance benefit.

There is no relevant past practice.

After this dispute became known, the parties bargained unsuccessfully about the issue but each side did so while maintaining that their interpretation of Article 6.03 was correct. Thus, I am also satisfied that there is no relevant bargaining history.

Article 6.03 clearly requires that a retired employee meet two explicit eligibility requirements before the employee and spouse can begin to receive insurance benefits: age and length of service. This dispute poses the question of what Article 6.03 provides as to when the benefits will end.

Two such "end of benefit" circumstances are clearly established by Article 6.03: age 70 or eight years of benefits, whichever occurs first. The County contends that death of the retiree is an additional end of benefit circumstance

If death of the retiree is an end of benefit circumstance, it must be created by some language in Article 6.03. The only language in Article 6.03 that could be interpreted in that manner are the phrases "until the Employee has reached . . ." and "until the Employee reaches

. . .” Read in isolation, the words “reached” and “reaches” can be understood to require than employee be alive as a condition of the spouse receiving the benefit. Put another way, if an employee is dead, the employee cannot “reach” any further. However, it is a cardinal rule of interpretation that a contract provision should be interpreted in the context of all of the relevant contract language. When “reached” and “reaches” are viewed in the context of Article 6.03 in its entirety, I conclude that these words do not establish that the death of the retiree terminates the spousal benefit. I come to this conclusion because “reached” and “reaches” are used in the contractual phrases which establish the undisputed end of benefit circumstances (i.e. “ . . . until the Employee has reached eight (8) years of retirement . . .” or “ . . . until the Employee reaches the age of seventy (70).” While it can be argued that these contractual phrases create not only the clear eight years/70 years of age “end of benefit” circumstances but also an inferred “death” end of benefit circumstance, I do not find that to be the most reasonable interpretation of the contract language. If the parties had intended to create such an important additional end of benefit circumstance, I conclude that they would have done so clearly and directly and not by inference from the same contract language used to create the clear and undisputed end of benefit circumstances. Therefore, I find that the death of the retiree does not extinguish the right of the surviving spouse to receive the insurance benefit for the period specified in the contract. Thus, by failing to continue the benefit to the surviving spouse following the death of the retiree, County violated Article 6.03 of the contract.

In reaching this conclusion, I reject the County’s argument that the absence of a contractual reference to “surviving spouse” conveys a contractual intent that spousal benefits end when the retired employee dies. As previously discussed, had the parties intended that the death of the retiree would end spousal benefits, I conclude they would have clearly so stated and not relied on the inference to be drawn from “reach” or the absence of a reference to “surviving spouse”. On the face of the language as most reasonably interpreted, the only “end of benefit” circumstances identified are eight years/70 years of age.

In reaching this conclusion, I have also considered the LUXEMBERG-CASCO SCHOOL DISTRICT award cited by the County. As the Union persuasively argues, the contract language at issue in that dispute made no reference to the right of a surviving spouse to receive benefits and thus is clearly distinguishable from the Article 6.03. I would also note while the awards of other arbitrators in other bargaining relationships can be persuasive, they are certainly not binding.

To remedy the contractual violation, the County shall immediately begin to make the surviving spouse's insurance payments and shall make the spouse whole for any losses experienced (i.e the cost of alternative coverage obtained and/or medical bills that were paid by the spouse which would have been covered had the County continued the spousal insurance benefit).

Dated at Madison, Wisconsin, this 11th day of February, 2008.

Peter G. Davis /s/

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Peter G. Davis, Arbitrator

