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WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

Arbitration *
of *
MARATHON COUNTY (Parks Department) *
and *
WISCONSIN COUNCIL OF COUNTY AND *
MUNICIPAL EMPLOYEES, AFSCME, AFL-CIO, *
LOCAL 1287 *
re *
Interest Arbitration *
WERC Case 183, No. 45215; INT/ARB-5922 *
* * * * *

ARBITRATION AWARD

Decision No. 27033-C

INTRODUCTION

The arbitration hearing in the above identified dispute of Marathon County, Parks Department, hereinafter called the County or the Employer, and Wisconsin Council of County and Municipal Employees, AFSCME, AFL-CIO, Local 1287, hereinafter called the Union, was held in Wausau, Wisconsin on April 21, 1992 by the undersigned arbitrator. Appearing for the County was Dean R. Dietrich, Attorney of Ruder, Ware and Michler; appearing for the Union was Phil Salamone, Staff Representative, Wisconsin Council 40, AFSCME.

The Union petitioned for arbitration on January 31, 1991 after negotiations which commenced on October 30, 1990. A WERC staff member conducted an investigation and found the parties at impasse. Final offers were submitted to the WERC by October 1, 1991 and on November 1, 1991, the WERC issued an order for arbitration under Section 111.70(4)(cm) Wisconsin Statutes. By order dated January 28, 1992, the WERC set aside the earlier order appointing Joseph Kerkman as arbitrator and appointed the undersigned arbitrator who was selected from a new panel supplied by the WERC. Post-hearing briefs and reply briefs were received by the arbitrator by June 1, 1992.

ISSUES

The final offers of the County and the Union are attached as Appendices A & B. The parties disagreed on four issues and about the appropriate "comparables."

The County proposes to raise the annual health insurance deductible from \$100 for single and individual family members with a \$200 family maximum to \$200 for single and each family member with a maximum of \$600 per family effective January 1, 1992. The Union proposes to keep the single and individual deductible at \$100 and to raise the family maximum to \$300.

The County proposes to change the provisions of the family illness provision of Article 20, Section E, of the Agreement capping it at sixteen hours per calendar year but "liberalizing the standards for usage." The Union proposes no change in the current Agreement.

Although submitted as an item in dispute, the final offers of both parties contained the same managed health care plan with a \$500 penalty for failing to follow procedures for precertifying medical treatments. Since the positions of the parties on this issue do not differ, the arbitrator need not consider which position on this issue is preferable according to statutory criteria.

The County proposes to raise wages by 3% on January 1, 1991 and 1% on July 1, 1991 (based on December 31, 1990 rates) plus an additional 14 cents per hour at the Step C rate with Steps A and B adjusted accordingly by percentage. The Union proposes that all rates be increased by 25 cents on January 1, 1991 prior to the application of a 3% raise effective January 1, 1991 and a 2% raise on July 1, 1991. For the second year of the Agreement, the County proposes a 3% increase on January 1, 1992 and a 2% increase on July 1,

1992 (based on December 31, 1991 rates). The Union proposes a 3% raise on January 1, 1992 and a 2% raise on July 1, 1992.

COMPARABLES

The County selected as its primary group of external comparables the eight counties which are contiguous to Marathon County (Clark, Langlade, Lincoln, Portage, Shawano, Taylor, Waupaca and Wood) and selected as its secondary set of comparables, three cities in the area (Marshfield, Stevens Point and Wisconsin Rapids). The Union selected as its comparables eight counties (Chippewa, Eau Claire, Fond du Lac, La Crosse, Portage, Outagamie, Winnebago and Wood). Two of these are the larger contiguous counties and the other six lie further away from Marathon County but are more similar to Marathon County in population and equalized value than the other six smaller contiguous counties.

The County argued that the counties selected by the Union and used by this arbitrator in 1990 in a dispute involving professional employees are inappropriate for use in this dispute involving blue collar non-professional employees. The County notes that its current eligibility list for the Parks Maintainer II position¹, listed as a semi-skilled position in the 1/1/89-12/31/90 Agreement (Jt. Ex. 1), shows that 137 of the 163 applicants live in Marathon County. The other applicants come from large and small counties, contiguous to Marathon and scattered throughout the state but not from the six non-contiguous counties cited as comparables by the Union.

¹County Exhibit 13 shows that nine of the thirty employees in the unit are classified as Parks Maintainer IIs. As the most heavily populated classification, it is one of the classifications chosen by the arbitrator for the purpose of wage comparisons with other groups.

The arbitrator rejects the use of the six small contiguous counties because their park department staffs are too small to be regarded as pattern setting for Marathon County. There are only a total of ten blue collar positions in the parks departments of these six counties as compared to 34 in Marathon County (four of those positions were unfilled) (County Ex. 46). Although not ideal, because they are still considerably smaller than Marathon County, the arbitrator accepts as comparables, the counties of Wood and Portage, listed by both the Union and the County, and, in addition, will include the cities of Marshfield, Stevens Point and Wisconsin Rapids listed by the County as its secondary comparables. County Exhibit 46 shows that these two counties and three cities have a total of 40 blue collar positions in their parks departments.

The arbitrator believes, however, that the City of Wausau must be included as a primary comparable even though it is not listed as one by either the County or the Union. The city of Wausau (hereinafter referred to as the City) is the County seat of Marathon County. The Parks Department of the County is headquartered in Wausau as is the public works department of the City. Both groups clearly hire from the same labor market.

The County parks department seems to be related to the City in many ways. Its name, according to County Exhibits 11 and 12 is the "Marathon County/Wausau Parks Department. These same exhibits state that there have been negotiations between the City and the County which resulted in reductions of the County Parks Department staff and in the transfer of parks to cities and municipalities in the County. One employee (Karen Lafky) apparently told a newspaper reporter that the only thing about her job which changed when the County restructured its department was the name of the person who signed her

pay check (County Ex. 12). She performs the same functions she did previously but now is paid entirely by the City rather than by both the City and the County.

Union Exhibit 40 shows another way in which the City and the County have been closely connected. Apparently, the City and the County had a joint health insurance program administered by WPS from 1983 to 1988. It also shows that the \$100/200 deductible and 80%-20% co-insurance were in effect for both groups during the '83-'88 period.

The arbitrator believes therefore that the primary comparable for the County is the City of Wausau and that this comparison should be buttressed by comparisons with Wood and Portage Counties and with the neighboring cities of Marshfield, Wisconsin Rapids and Stevens Point.

Again, as was stated in his previous awards involving Marathon County and professional units of this Union, and as quoted in the brief of the County in this dispute, the arbitrator believes that the parties should agree upon the comparables and that comparables chosen by an arbitrator should "not be regarded as untouchable, to be honored by the parties in all future disputes" (See County Reply Brief, p. 3) but should be regarded as the ones that seemed logical for the arbitrator to use in the dispute before him, given the data furnished by the parties in that dispute.

WAGES

External Comparisons: The arbitrator first attempted to determine whether the wages paid by the County in 1990 in representative classifications put the County ahead, behind or about even with the comparables selected by the arbitrator (Cities of Wausau, Marshfield, Stevens Point and Wisconsin Rapids and Wood and Portage Counties). Data to make this finding were scarce for

several reasons. Marshfield had not settled its '91 and '92 wage structure. Data on Wausau were not submitted. Matching positions in some of the other comparables could not be identified. For example, Employer Ex. 48 shows that there were no county comparables for the Equipment I Operator. Employer Exhibit 58 compares Marathon wages in this classification with the wages of similar employees in Stevens Point and Wisconsin Rapids. Wages in those two cities in '90, '91 and '92 exceeded those in effect in Marathon County in '90 and exceeded both the County and Union offers in '91 and '92. By that very limited comparison, wages in Marathon County lag behind those among the comparables.

The same conclusion does not hold when one compares wages for the Parks Maintainer II classification. Employer Exhibit 61 indicates that there are no comparables in Wisconsin Rapids and Stevens Point and that Marshfield has not settled. Employer Exhibit 51 shows that the Marathon County rate in '90 for that classification exceeded the rates paid by Wood and Portage Counties. Under the County offer, Marathon County falls slightly behind Portage County on 1/1/91 and 1/1/92 while under the Union offer it maintains the slight advantage that it held in 1990. However, when the July '91 and '92 increases in Marathon County are taken into account, Marathon County wages for this classification under the County offer exceed those of Portage County.

The arbitrator concluded that the data are insufficient to judge whether Marathon County wages lag, lead or are on a par with those of the comparables. The arbitrator turned next to the question of the size of the wage increases under both offers compared to those found in the Comparables. Data taken from Employer Exhibit 72 and Union Exhibit 36 are shown in the following table.

<u>City or County</u>	<u>1991 Wage Increase</u>	<u>1992 Wage Increase</u>
Portage County	6%	4%
Wood County	4%	4%
Marshfield	Not Settled	Not Settled
Stevens Point	4%	4%
Wisconsin Rapids	4.25%	50 cents
Wausau	3% + 2% on 7/1	3% + 1% on 7/1
Marathon - County Offer	3% + 1% on 7/1 & 14 cents on 7/1	3% on 1/1 + 2% on 7/1
- Union Offer	25 cents prior to 3% increase on 1/1 & 2% on 7/1	3% on 1/1 + 2% on 7/1

Note: All County increases not compounded & all Union increases compounded.

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The second year offers are the same so the only question is which offer is closer to the comparables in the first year of the contract. Leaving aside the 25 cent adjustment proposed by the Union and the 14 cent adjustment proposed by the County, it appears to the arbitrator that the Union proposed 3% + 2% in July is closer to the pattern which slightly exceeds 4% than the 3% + 1% in July proposed by the County.

The Union did not provide an explanation for the application of a 25 cent adjustment or, possibly, the arbitrator could not find the explanation in the reams of data submitted by both parties. In any event, this unexplained 25 cent increase tends to obscure which wage offer is preferable. So also does the 14 cent adjustment proposed by the County, although in this instance the rationale is stated to be as a quid pro quo for the increased health insurance deductible.

Internal Comparisons: The County claims that a pattern has already been set because Courthouse Professionals, Deputy Sheriff, Sheriff Supervisors,

Central Wisconsin Airport and Management Personnel have settled for the 3%+1% and 3%+2% increases in the Employer's final offer in this dispute. The arbitrator rejects this claim for two reasons. First of all, the "adjustments" listed in the airport and courthouse professional settlements are substantial and increase the size of the wage offer over the alleged pattern of 3%+1% and 3%+2% by a sufficient amount to suggest that different units with the same general increases received different compensation increases. For example, a comparison of the raise received by the Central Wisconsin Airport Maintenance Mechanic and the raise proposed by the County for the Equipment Operator III show that the Mechanic received raises totalling 14.6% (\$1.61) while the Equipment Operator would receive a 10.5% (\$1.12) despite the fact that the general increase in both units would be the 3+1 and 3+2 percent increases.

The second reason for rejecting the County claim that the internal comparisons reflect acceptance of the 3+1 and 3+2 percent pattern is that only three of the ten units cited by the Union (See Un. Ex. 16) have settled on those figures and these units include only 18 percent (101 employees) of the 500 employees in these ten units. The arbitrator recognizes that the management personnel are receiving the same general increase as is proposed by the County but does not find that this adds sufficient weight to tip the scales in favor of the County in so far as internal comparables are concerned.

Therefore, in so far as the wage offer is concerned, the arbitrator finds that the offer of the Union is slightly preferable when measured against the statutory criteria.

It is unfortunate, however, that when impasses are reached involving several units and a majority of employees, the WERC allows them to proceed

simultaneously. It would be more conducive to settlements if they were treated *ad seriatim* so that, when the parties failed to reach agreement through negotiations, one or possibly two arbitrations involving large units could go first and provide sufficient additional information to the parties to enable them to find common grounds to settle the other disputes short of arbitration.

HEALTH INSURANCE DEDUCTIBLES

Although the arbitrator agrees with the County contention that arbitrators, including this one, believe that uniformity of benefits among different city or county units is more important than wage uniformity and tend to give more weight to internal comparables than external comparables when examining health insurance benefits, the arbitrator has already made a finding in the above section of this award about wages that the pattern among the internal units is still to be determined. Only three of the ten units covering 18% of the employees have agreed to the increased deductibles proposed by the County. Therefore, in this dispute, it is necessary to rely for guidance on what has been agreed upon by the external comparables previously selected by the arbitrator when dealing with the wage question.

Looking first at deductibles before considering other aspects of the health insurance plans of the external comparables, the arbitrator finds that the final offer of the Union is preferable to that of the County. Wood and Portage counties have 100 single/100 each person and /200 family maximum deductibles as did Marathon County in 1990. Among the cities, the arbitrator finds that Wausau and one plan in Stevens Point also have the 100/100/200 arrangement. The second Stevens Point plan has 150/150/300 deductibles; the

Marshfield HMO has no deductibles; and the Wisconsin Rapids deductibles are the same 100/100/300 as those proposed by the Union in its final offer.²

When the arbitrator turns to other aspects of the health insurance programs of Marathon County and its comparables, the picture is not so clear. The pattern among most of the external comparables is for employees to pay a portion of the premium while in Marathon County the Employer pays the entire premium. Wood and Portage County employees pay 5% of the single and family premiums. Marshfield employees paid 15% of the single and family premiums in '91 and, although the contract is not settled yet for '92, may continue to pay that percent on an increased premium. Stevens Point employees pay 6% of the family premium but make no contribution to the single premium. Wisconsin Rapids employees pay 90% of the single and family premiums. However, Wausau, like Marathon County pays the entire premium.

Dental coverage is included in the Marathon County health program and possibly is included also in the Wausau program. However, it is not found in the program of Wood or Portage Counties or the cities of Marshfield, Stevens Point or Wisconsin Rapids.

It should be noted also that the co-pay features vary from plan to plan with Marathon County and Wausau applying the 80/20 formula to limited items while Wood and Portage counties have a 90/10 formula but seem to apply it more generally. Under one of the Stevens Point plans, employees are covered by the 80/20 formula; under the other there is no co-pay and the deductible mentioned previously applies only to major medical but in both there is a \$3 charge for drugs. Marshfield has no co-pay provisions but has \$5 and \$10 charges for

² The data cited in this section are taken from Employer Exhibits 54, 55, 65, 66, 67, and 68 and from Union Exhibits 37, 40 and 42.

generic and name brand drugs. The lack of comparable data and the many variations make it impossible for the arbitrator to reach a definitive conclusion about how well Marathon County stacks up its comparables on this aspect of the health insurance program. It should be recognized also that deductibles and co-pays are related, thereby further complicating the analysis.

The arbitrator believes that there is a standoff on this issue. So far as the plan as a whole is concerned, the Employer is correct in saying that the increased deductibles do not make the plan as a whole inferior to those of the comparables. However, the pattern of deductibles among the comparables is clearly one that supports selection of the Union offer on this issue. Furthermore, if the City of Wausau is treated as the primary comparable, an approach which the arbitrator believes to be reasonable, then the Union offer is preferable.

The arbitrator recognizes that he has not discussed the Radke report endorsing the increased deductibles nor the Union allegations that the cost of medical insurance would not loom so large in the County's thinking if it had not transferred a sizable amount from the insurance fund to the general fund. The arbitrator read the documents and considered that they threw interesting sidelights on the dispute but that it is not necessary to comment on them.

FAMILY ILLNESS PROVISION

Although the arbitrator is sympathetic to the County desire to simplify the administration of this clause, he does not believe that the grounds for its offer are sufficient to warrant making the change it proposes. The existing language preferred by the Union and the new language proposed by the County are as follows.

E. Family Illness: Employees will be allowed to use sick leave in case of emergency, injury or illness in the immediate family where the immediate (i.e. child breaks arm on playground) family member requires the constant attention of the employee. The department head may require that the employee make other arrangements for the ill family member within five (5) working days. Immediate family member is defined as the employee's spouse, children, parents, or member of the employee's household. This provision shall not apply to employees accompanying family members to any routine or scheduled medical or dentist appointments. This provision shall apply to all other requests for sick leave including requests relative to surgery. (Jt. Ex. 1, Article 20 - Sick Leave)

E. Family Illness: Employees will be allowed to use a maximum of sixteen (16) hours per calendar year of sick leave in cases of illness or injury in the immediate family where the immediate family member requires the attention of the employee. Immediate family is defined as the employee's spouse, children, parents, or a member of the employee's household. This provision shall not apply to employees accompanying family members to any routine medical or dental appointments. (Final Offer of County)

There are three reasons why the arbitrator finds the Union position to make no change preferable to the County position. First, the County did not show that there has been any abuse of this contract provision by employees in this bargaining unit. The grievance arbitration cases cited involve employees in other bargaining units. The arbitrator recognizes that the other units are sister locals of the Union but notes that the relevant language in their contracts differ from the relevant language in this Agreement.

For example, the County argues that the term "serious illness" is ambiguous and suggests that the deletion of the word "serious" would eliminate a troublesome aspect of the Agreement. However, the clause covering this Union does not use the phrase "serious illness" as is found in the contracts cited covering the sister units.

Second, there is no record of the extent of use of the family illness leave. How is one to determine whether a two day cap is reasonable? The arbitrator would analyze the usage to determine how many people use more than

sixteen hours per year and whether the type of usage raises the possibility of abuse. Absent such information and with no abuse claimed, the arbitrator is not in a position to evaluate the reasonableness of the proposed sixteen hour per year cap.

Third, and of less importance, there is the fact that final offers had been certified before the parties received the March 26, 1992 award of Arbitrator Shaw (Union Ex. 50). It is possible that the County and the Union could have reached a negotiated solution to this issue if they had received the award before formulating final offers. If the existing language is perpetuated by this award, the parties will have the opportunity to consider whether Shaw's award influences them to change the language of this clause in the contract commencing in less than six months.

The arbitrator concludes that in so far as this issue is concerned, the County has not shown sufficient reasons to warrant a change in the existing language. Therefore, the arbitrator finds the Union offer on this issue preferable to that of the County.

SUMMARY

Before stating his conclusions and the award based on those findings, the arbitrator wishes to make clear that the evidence on which those conclusions rest is rather scanty. If internal comparables showed that most of the ten units and most of the employees had agreed to the increased deductibles, the County position on that issue would have prevailed. Likewise, if the wage increases accepted by these groups were the ones proposed by the County, it would have greatly strengthened the County position. Absent sufficient settlements to establish a pattern among the internal comparables, the arbitrator is forced to rely more heavily on the external comparables.

Based on the external comparables selected by the arbitrator, the Union position on the health insurance deductibles and wage increases is preferable to the position of the County.

There is no difference in position on the initiation of the managed care program with a penalty provision so that issue does not come into play in selecting the final offer.

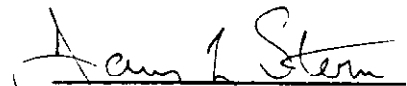
The arbitrator stated above that the County had failed to provide sufficient grounds for the change it desires in the family illness leave clause and that the Union position on that issue is therefore preferable.

The arbitrator notes also that according to Union Exhibit 16, this unit comprises a little less than ten percent of the first four non-professional units of the County which are currently in arbitration. In such situations, the results of the arbitration in those units will influence what will eventually happen in this unit. Until those results are known, the statutory criteria favor the selection of the Union offer.

AWARD

With full consideration of the criteria listed in Section 111.70(4)(cm) Wis. Stats., the arbitrator selects the final offer of the Union for the reasons explained herein and orders that the Union final offer and stipulations be placed into effect.

7/3/92
July 3, 1992


James L. Stern
Arbitrator

6/5/91

RECEIVED
Aug 02 1991
RELATIONS COMMISSION

FINAL OFFER
OF
MARATHON COUNTY
TO
MARATHON COUNTY PARK DEPARTMENT EMPLOYEES
AFSCME 1287
FOR A
1991-92 LABOR AGREEMENT

1. Article 20 - Sick Leave, Section E, Family Illness, delete current language and add language as follows to provide a limit on the number of hours that can be used for family illnesses and liberalizing the standards for usage:

Employees will be allowed to use a maximum of sixteen (16) hours per calendar year of sick leave in cases of illness or injury in the immediate family where the immediate family member requires the attention of the employee. Immediate family is defined as the employee's spouse, children, parents, or a member of the employee's household. This provision shall not apply to employees accompanying family members to any routine medical or dental appointments.

2. Article 25 - Insurance, Section A, Medical and Hospitalization Benefits, add two new paragraphs to the article on health care cost containment:

Managed Care: Effective January 1, 1991, or as soon as possible thereafter, Marathon County will implement a Managed Care Program in accordance with the attached summary. A five hundred dollar (\$500) penalty will be assessed for failing to follow procedures for precertifying medical treatments.

Deductibles: Effective January 1, 1991, deductibles are one hundred (\$100) per person, two hundred dollars (\$200) per family per year. Effective January 1, 1992, deductibles are two hundred dollars (\$200) per person, six hundred dollars (\$600) per family per year.

3. Appendix A, Salary Schedule, revise to provide for the following wage adjustment:

January 1, 1991	--	3 percent increase
July 1, 1991	--	1 percent increase (based on December 31, 1990 rates) plus an additional 14¢ per hour at the Step C rate with Steps A and B adjusted accordingly by percentage.
January 1, 1992	--	3 percent increase
July 1, 1992	--	2 percent increase (based on December 31, 1991 rates)

5/21/91

APPENDIX A - SALARY SCHEDULEEffective January 1, 1991

	CLASSIFICATION	STEP A	STEP B	STEP C
LEVEL A Special Skills	Tree Trimmer II Equipment Services Mechanic Small Engine Mechanic Trades Technician II	\$10.29	\$10.86	\$11.43
LEVEL B Skilled	Equipment Operator III Nursery Worker Tree Trimmer I Trades Technician I	\$9.81	\$10.36	\$10.90
LEVEL C Semi- Skilled	Parks Maintainer II Equipment Operator I	\$9.28	\$9.79	\$10.31
LEVEL D Labor	Park Maintainer I	\$9.11	\$9.61	\$10.12

Effective July 1, 1991

	CLASSIFICATION	STEP A	STEP B	STEP C
LEVEL A Special Skills	Tree Trimmer II Equipment Services Mechanic Small Engine Mechanic Trades Technician II	\$10.51	\$11.10	\$11.68
LEVEL B Skilled	Equipment Operator III Nursery Worker Tree Trimmer I Trades Technician I	\$10.04	\$10.59	\$11.15
LEVEL C Semi- Skilled	Parks Maintainer II Equipment Operator I	\$9.50	\$10.02	\$10.55
LEVEL D Labor	Park Maintainer I	\$9.32	\$9.84	\$10.36

5/21/91

APPENDIX A - SALARY SCHEDULE

Effective January 1, 1992

	CLASSIFICATION	STEP A	STEP B	STEP C
LEVEL A Special Skills	Tree Trimmer II Equipment Services Mechanic Small Engine Mechanic Trades Technician II	\$10.83	\$11.43	\$12.03
LEVEL B Skilled	Equipment Operator III Nursery Worker Tree Trimmer I Trades Technician I	\$10.33	\$10.91	\$11.48
LEVEL C Semi- Skilled	Parks Maintainer II Equipment Operator I	\$9.78	\$10.33	\$10.87
LEVEL D Labor	Park Maintainer I	\$9.60	\$10.14	\$10.67

Effective July 1, 1992

	CLASSIFICATION	STEP A	STEP B	STEP C
LEVEL A Special Skills	Tree Trimmer II Equipment Services Mechanic Small Engine Mechanic Trades Technician II	\$11.03	\$11.65	\$12.26
LEVEL B Skilled	Equipment Operator III Nursery Worker Tree Trimmer I Trades Technician I	\$10.53	\$11.12	\$11.70
LEVEL C Semi- Skilled	Parks Maintainer II Equipment Operator I	\$9.97	\$10.53	\$11.08
LEVEL D Labor	Park Maintainer I	\$9.79	\$10.34	\$10.88

3/13/91

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**SUMMARY OF THE
MANAGED CARE SERVICES
PROVIDED TO
MARATHON COUNTY
BY
EMPLOYERS HEALTH INSURANCE COMPANY**

The purpose of this document is to summarize the managed care services which will be provided by Employers Health Insurance Company (EHIC) under the name of Care Plus. The managed care program is designed to provide cost containment and control of medical expenses by eliminating unnecessary hospitalizations and guiding employees toward lower cost services such as outpatient surgery and home health care without compromising the quality of treatment.

Pre-Certification

Pre-certification is required when:


- Your physician recommends hospitalization, however, if admission is on an emergency basis, notification is required within 24 hours after admission or the first business day following admission;
- Inpatient or outpatient surgery is being considered for yourself or an eligible family member;
- You or an eligible family member becomes pregnant;
- Hospice or home health care is required.

The required procedure for pre-certification is to contact EHIC in writing or by telephone (1-800-647-4477) at least seven (7) days prior to admission or the time of outpatient non-emergency surgery. If necessary, EHIC may certify your admission or surgery by telephone on twenty-four (24) hours notice.

Upon notice, EHIC will:

1. Review your qualified practitioner's recommended treatment plan;
2. Advise you and your qualified practitioner if the proposed confinement or outpatient surgery is certified as medically necessary;
3. Advise you and your qualified practitioner for how many days the confinement is certified.

If your admission or surgery is not certified, benefits for the qualified practitioner are paid after a \$500 penalty deduction per occurrence, subject to the plan lifetime maximum. The penalty deduction is not applied to the co-payment, regular up-front deductibles, or out-of-pocket maximums.



**SUMMARY OF THE
MANAGED CARE SERVICES
PROVIDED TO
MARATHON COUNTY
BY
EMPLOYERS HEALTH INSURANCE COMPANY**

- Page 2 -

Those employees who have properly certified may be offered the following enhancements to benefits covered by the major medical portion of the County's health plan:

1. Hospice Care: When hospice care is in lieu of a covered confinement in a hospital or convalescent home and has the prior approval of EHIC, benefits are payable at 100 percent. The up-front deductibles and co-payment will not apply;
2. Home Health Care: When home health care is in lieu of a covered confinement in a hospital or convalescent nursing home and has the prior approval of EHIC, benefits are not subject to the up-front deductibles, co-payments, and the limit on the number of visits per year is removed.

Case Management

If you or your covered dependents, become seriously/chronically ill or injured, your Plan provides Case Management Services to help you use your benefits under the Plan more effectively. This is accomplished by working with you and your qualified practitioner, to assist in planning and implementing health care alternatives to meet your needs.

Case Management is designed to work with you and your physician to effectively utilize your health benefits by assisting in planning and implementing care alternatives.

Case Management also helps to control costs and utilize your benefits by promoting health care alternatives that are acceptable to you and your qualified practitioner.

Case Management is a program with a proven track record for managing cost and care associated with catastrophic illness or injuries. A chronic or catastrophic illness or injury can generate claims that could easily exhaust your benefits if not carefully managed. With Case Management, we can conserve benefit dollars by making sure that your care is handled as efficiently as possible.

For Case Management Services telephone 1-800-558-4444.

FINAL OFFER OF LOCAL 1287, MARATHON COUNTY PARKS EMPLOYEES TO
MARATHON COUNTY

WAGES-APPENDIX A

EFFECTIVE 1/1/91-INCREASE ALL WAGE RATES BY THREE PERCENT
(3%) ACROSS THE BOARD

EFFECTIVE 7/1/91-INCREASE ALL WAGE RATES BY TWO PERCENT (2%)
ACROSS THE BOARD

EFFECTIVE 1/1/92-INCREASE ALL WAGE RATES BY THREE PERCENT
(3%) ACROSS THE BOARD

EFFECTIVE 7/1/92-INCREASE ALL WAGE RATES BY TWO PERCENT (2%)
ACROSS THE BOARD

EFFECTIVE 1/1/91-INCREASE ALL RATES BY TWENTY FIVE CENTS
 (\$.25) PER HOUR BEFORE THE 1/1/91 GENERAL INCREASE

ARTICLE 19 INSURANCE- EFFECTIVE 1/1/92 OR AS SOON THEREAFTER
AS THE COUNTY DEEMS PRACTICABLE, INCREASE DEDUCTIBLES TO
THREE HUNDRED DOLLARS FOR THE FAMILY PLAN.

MANAGED CARE: EFFECTIVE JANUARY 1, 1991 OR AS SOON AS
POSSIBLE THEREAFTER, MARATHON COUNTY WILL IMPLEMENT A MANAGED
CARE PROGRAM IN ACCORDANCE WITH THE ATTACHED SUMMARY. A FIVE
HUNDRED DOLLAR (\$500) PENALTY WILL BE ASSESSED FOR FAILING TO
FOLLOW PROCEDURES FOR PRECERTIFYING MEDICAL TREATMENTS

ALL OTHER TENTATIVELY AGREED TO ITEMS

3/13/91

SUMMARY OF THE
MANAGED CARE SERVICES
PROVIDED TO
MARATHON COUNTY
BY
EMPLOYERS HEALTH INSURANCE COMPANY

The purpose of this document is to summarize the managed care services which will be provided by Employers Health Insurance Company (EHIC) under the name of Care Plus. The managed care program is designed to provide cost containment and control of medical expenses by eliminating unnecessary hospitalizations and guiding employees toward lower cost services such as outpatient surgery and home health care without compromising the quality of treatment.

Pre-Certification

Pre-certification is required when:

- Your physician recommends hospitalization, however, if admission is on an emergency basis, notification is required within 24 hours after admission or the first business day following admission;
- Inpatient or outpatient surgery is being considered for yourself or an eligible family member;
- You or an eligible family member becomes pregnant;
- Hospice or home health care is required.

The required procedure for pre-certification is to contact EHIC in writing or by telephone (1-800-647-4477) at least seven (7) days prior to admission or the time of outpatient non-emergency surgery. If necessary, EHIC may certify your admission or surgery by telephone on twenty-four (24) hours notice.

Upon notice, EHIC will:

1. Review your qualified practitioner's recommended treatment plan;
2. Advise you and your qualified practitioner if the proposed confinement or outpatient surgery is certified as medically necessary;
3. Advise you and your qualified practitioner for how many days the confinement is certified.

If your admission or surgery is not certified, benefits for the qualified practitioner are paid after a \$500 penalty deduction per occurrence, subject to the plan lifetime maximum. The penalty deduction is not applied to the co-payment, regular up-front deductibles, or out-of-pocket maximums.

DW
6/10/91

SUMMARY OF THE
MANAGED CARE SERVICES
PROVIDED TO
MARATHON COUNTY
BY
EMPLOYERS HEALTH INSURANCE COMPANY

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Those employees who have properly certified may be offered the following enhancements to benefits covered by the major medical portion of the County's health plan:

- 1 Hospice Care: When hospice care is in lieu of a covered confinement in a hospital or convalescent home and has the prior approval of EHIC, benefits are payable at 100 percent. The up-front deductibles and co-payment will not apply;
- 2 Home Health Care: When home health care is in lieu of a covered confinement in a hospital or convalescent nursing home and has the prior approval of EHIC, benefits are not subject to the up-front deductibles, co-payments, and the limit on the number of visits per year is removed

Case Management

If you or your covered dependents, become seriously/chronically ill or injured, your Plan provides Case Management Services to help you use your benefits under the Plan more effectively. This is accomplished by working with you and your qualified practitioner, to assist in planning and implementing health care alternatives to meet your needs.

Case Management is designed to work with you and your physician to effectively utilize your health benefits by assisting in planning and implementing care alternatives.

Case Management also helps to control costs and utilize your benefits by promoting health care alternatives that are acceptable to you and your qualified practitioner.

Case Management is a program with a proven track record for managing cost and care associated with catastrophic illness or injuries. A chronic or catastrophic illness or injury can generate claims that could easily exhaust your benefits if not carefully managed. With Case Management, we can conserve benefit dollars by making sure that your care is handled as efficiently as possible.

For Case Management Services telephone 1-800-558-4444.

DAD
6/26/01

6/5/91

TENTATIVE AGREEMENTS
REACHED BY
MARATHON COUNTY
AND
MARATHON COUNTY PARK DEPARTMENT EMPLOYEES
AFSCME 1287
1991-92 LABOR AGREEMENT

1. Article 26 - Retirement, revise the first sentence to increase the County's contribution by an additional one tenth percent to read as follows:

The County agrees to pay six and one tenth percent (6.1%) of the employee's gross compensation to the Wisconsin Retirement Fund.

2. Article 20 - Sick Leave, add a new paragraph (I) Extended Sick Leave Account (ESLA):

In the event an employee has reached the maximum accumulation of 960 hours of sick leave, the employee shall be entitled to place any additional sick leave hours accumulated above the maximum in an individual extended sick leave account (ESLA) up to a maximum of 480 hours. An employee may use sick leave in the extended sick leave account only after an employee has been absent from work due to extended illness or injury for a period of six consecutive months or more and the employee has exhausted all regular accrued sick leave.

Sick leave from the extended sick leave account may be used by the employee to cover for extended illnesses but may not be used to supplement salary in the event of a worker's compensation injury and may not be used to pay the cost of hospital/medical care costs at any time.

3. Article 38 - Duration of Agreement, Section A, Term, revise to provide for a two year agreement:

This agreement shall be effect as of January 1, 1991 and shall be in full force and effect until December 31, 1992. In the event agreement is not reached for renewal of the contract at the end of any calendar year, except Article 15 and 16, shall continue to apply at that time.