

BEFORE THE ARBITRATOR

 In the Matter of the Arbitration :
 of a Dispute Between :
 : Case 31
 SCHOOL DISTRICT OF TOMAHAWK : No. 44515
 : MA-6321
 and :
 :
 TOMAHAWK EDUCATION ASSOCIATION :
 :

Appearances:

Drager, O'Brien, Anderson, Burgy and Garbowicz by Mr. Stephen Garbowicz,
Mr. Gene Degner, Executive Director, WEAC UniServ Council #18, on behalf

on beh
 of the

ARBITRATION AWARD

The above-entitled parties, herein the District and the Association, are privy to a collective bargaining agreement providing for final and binding arbitration before a Wisconsin Employment Relations Commission staff arbitrator. Pursuant thereto, I was appointed to decide this matter. The parties have waived hearing and they have submitted written statements in support of their respective positions.

Based upon the entire record, I issue the following Award.

ISSUE:

I have framed the issue as follows:

How is money to be rolled off the salary schedule for the 1990-1991 school year in order to offset the increase in health insurance costs which has taken place?

DISCUSSION:

This dispute centers upon whether the offset in insurance costs for the second year of the 1989-1991 contract should include the money to be saved by the District through lower retirement and FICA payments, with the Association contending, and the District denying, that it should.

The resolution of this issue turns upon the application of Article 10, Paragraph "G", of the contract which provides:

"(1989) In the second year of the contract (1990-1991), the District will absorb the first 12 per cent increase in health, dental, and vision combined insurance premiums. The remainder will be shared 50-50 between the board and the employer, i.e. The teacher share shall be deducted from the 5.5 per cell increase by whatever per cent is needed to generate the aggregate number of dollars needed for the 50% teacher share."

This language on its face clearly provides that the money in issue "shall be deducted from the 5.5 per cell. . ." (Emphasis added.) There is nothing in this language which in any way refers to the District's retirement or FICA costs. If the parties wanted to include the latter costs in the offset, they surely could have done so at the time the language was negotiated. By failing to do so, this language must be given its plain meaning, i.e., that the increased insurance costs are to be deducted from the per cell increase, period, without any consideration of what that will do to the District's other costs.

Accordingly, it is my

AWARD

That the District's interpretation of this language is correct and that, as a result, any money saved through lower retirement and FICA payments should not be counted when computing the amount of money to be deducted from the 5.5 per cell increase generated for the 1990-1991 school year.

Dated at Madison, Wisconsin this 1st day of November, 1990.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By _____
Amedeo Greco, Arbitrator

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