

BEFORE THE ARBITRATOR

In the Matter of the Arbitration
of a Dispute Between

WAUPUN EDUCATION ASSOCIATION /
WINNEBAGOLAND UNISERV

and

WAUPUN SCHOOL DISTRICT

Case 31
No. 52475
MA-8988

Appearances:

Davis & Kuelthau, S.C., 111 East Kilbourn Avenue, Suite 1400, Milwaukee, Wisconsin 53202-3101 by Mr. Mark Olson, Attorney at Law, appearing on behalf of the Waupun School District.

Winnebagoland UniServ, Post Office Box 1195, Fond du Lac, Wisconsin 54936-1195 by Mr. Armin Blaufuss, Executive Director, appearing on behalf of the Waupun Education Association.

ARBITRATION AWARD

The Waupun Education Association (hereinafter referred to as the Association) and the Waupun School District (hereinafter referred to as the District) requested that the Wisconsin Employment Relations Commission designate the undersigned as arbitrator to hear and decide a dispute concerning the non-payment of certain insurance claims by teachers under the District's Blue Cross/Blue Shield Health Insurance Plan. The undersigned was so designated. Pre-hearing conferences and mediations were held with the parties on June 9, July 11 and November 3, 1995 and April 18, 1996, in the course of which the parties reached a settlement of the grievance. The parties requested that the undersigned issue a Consent Award setting forth the terms of the agreement.

Now, having considered the terms of the settlement, and finding them fully consistent with the collective bargaining agreement, the undersigned makes the following Consent Award.

CONSENT AWARD

1. The District will pay the sum of \$2,700.00 to the Association in settlement of all claims other than those of Teacher "Z" and Teacher "FF";
2. The distribution of the settlement amount is attached to this Award as "Exhibit A";

3. One-third of any monies recovered by the District from Blue Cross / Blue Shield will be paid to the Association, up to a maximum payment to the Association of \$500;
4. The \$1,127.00 claim of Teacher "Z" will be pursued under the Hold Harmless provision of the insurance contract. If Blue Cross / Blue Shield holds Teacher "Z" harmless for the \$1,127.00 claim, there will be no additional payments by the District to the Association. If Blue Cross / Blue Shield fails to hold Teacher "Z" harmless for the \$1,127.00 claim, the District agrees to pay the amount of the claim to the Association, and in return the Association will forego the payments described in Paragraph 3 of this Award.
5. The arbitrator will retain jurisdiction over any disputes concerning the insurance claims of Teacher "FF";
6. The Association and the affected teachers will cooperate in the District's efforts to collect disputed amounts from Blue Cross / Blue Shield, including the execution of any releases or other documents required for this purpose;
7. As a result of this Consent Award, neither party admits any culpability or wrongdoing;
8. The Association will withdraw the grievance.

Dated at Racine, Wisconsin this 27th day of June, 1996.

By Daniel Nielsen /s/
Daniel Nielsen, Arbitrator

EXHIBIT "A"

Waupun School District

Insurance Claims Reimbursement

Teacher	Amount of Reimbursement
C	\$65.04
D	343.03
E	57.90
G	128.30
N	64.15
P	54.35
S	88.60
T	233.44
V	187.10
W	53.46
X	1,029.10
Y	239.45
AA	13.54
CC	107.80
EE	<u>34.74</u>
Total Reimbursement	\$2,700.00

