BEFORE THE ARBITRATOR

In the Matter of the Arbitration of a Dispute Between

PESHTIGO SCHOOL DISTRICT

and

PESHTIGO EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

Case 29
No. 55409
MA-10007

Appearances:

Mr. James A. Blank, Executive Director, United Northeast Educators, 1136 North Military Avenue, Green Bay, Wisconsin 54303-4414, appearing on behalf of the Association.

Godfrey & Kahn, Attorneys at Law, by **Mr. Dennis W. Rader**, 333 Main Street, Suite 600, P.O. Box 13067, Green Bay, Wisconsin 54307-3067, appearing on behalf of the District.

ARBITRATION AWARD

Peshtigo School District hereinafter referred to as the District, and Peshtigo Educational Support Personnel Association, hereinafter referred to as the Association, 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 Edmond J. Bielarczyk, Jr., to arbitrate a dispute over the payment of benefits during the months of July and August of 1997. Hearing on the matter was held in Peshtigo, Wisconsin on November 25, 1997. A stenographic transcript of the proceedings was received by December 3, 1997. Post hearing written arguments and reply briefs were received by February 5, 1998. Full consideration has been given to the evidence, testimony and arguments presented in rendering this Award.

ISSUE

During the course of the hearing the parties where unable to agree upon the framing of the issue and agreed to leave framing of the issue to the undersigned. The undersigned frames the issue as follows:

> "Did the District violate the collective bargaining agreement when it failed to pay insurance premiums for benefits during the months of July and August 1997 for four employes who on April 23, 1997 received layoff notices informing them

that their services were not needed for the following school year?"

"If so, what is the appropriate remedy?"

PERTINENT CONTRACTUAL PROVISIONS

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Article IV
Management Rights

Section 4.01 Management retains all rights of possession, care control and management that it has by law, and retains the right to exercise these functions, except to the precise extent such functions and rights are restricted by the express terms of this Agreement. These rights include, but are not limited by enumeration to the following rights:

4.01.1 To direct all operations of the school system;

4.01.2 To establish and require observance of work rules and schedules of work assigned by the immediate supervisor, or work assignment presented in writing, in duplicate form, by other than the immediate supervisor, before work can be assigned to another supervisor's employee;

4.01.3 To hire, promote, transfer and schedule employees within a job department;

4.01.4 To suspend, discharge and take other disciplinary action towards employees for just cause;

4.01.5 To relieve employees from their duties because of lack of work or any other legitimate reason;

4.01.6 To maintain efficiency of school system operations;

4.01.7 To take whatever action is necessary to comply with State or Federal law;

4.01.8 To introduce new or improved methods or facilities;

4.01.9 To select employees, establish quality standards and evaluate employee performance, so long as the final evaluation is performed by the immediate supervisor, not precluding other supervisors from having input;

4.01.10 To contract out for goods or services provided that no employee will be reduced in hours or laid off as a result of subcontracting;

4.01.11 To determine the methods, means and personnel by which school system operations are to be conducted;

4.01.12 To take whatever action is necessary to carry out, in situations of emergency, functions of the school system;

4.01.13 To determine the educational and operational policies of the School District; and

4.01.14 To assign employees within a job department, and outside a job department on a maximum five (5) day temporary basis to ensure continuous service to the District, only in situations when an employe has called in sick or is taking an emergency day, and the District has exhausted all reasonable effort to obtain a substitute. Work assigned outside of a job department shall be done on a rotated basis as equitably as possible.

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Article V
Association Rights

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Section 5.10 If by May 15th school year employees do not receive notice of nonemployment for the subsequent school year, it shall be presumed that the employee will be re-employed in the subsequent school year.

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Article IX
Layoff/Recall Procedure

Section 9.01 In the event the District determines to lay off employees within a job department, the following procedure shall be used:

9.01.1 To the extent feasible, the layoff shall be accomplished through normal attrition.

9.01.2 If the layoff cannot be achieved through normal attrition then temporary and probationary employees shall be laid off.

9.01.3 If further layoffs take place, volunteers in the affected job department shall be laid off first.

9.01.4 In the event of a reduction in work force, the Employer shall identify the specific position(s) to be eliminated or reduced, and shall notify these employees in those positions. Employees whose positions have been eliminated or reduced due to the reduction in work force, or have been affected by a layoff/elimination of position, shall have the right to bump into a position equal to or closest in number of hours in their department(s) for which they are qualified which is held by the least senior employee in the employee's department. In no case shall a new employee be employed by the Employer where there are laid off employees who are qualified for vacant or newly-created position(s).

9.01.5 Subsections 9.01.2, 3 and 4 shall not apply when the layoff of employees would result in restricting the District from adequately staffing peak work periods. Instead the least senior employees shall have their hours reduced to the extent consistent with the District's right to adequately staff peak periods.

Section 9.02 Employees who are to be laid off shall be notified in writing at least two (2) weeks in advance of the effective date of layoff. Severance pay in lieu of two (2) weeks notice of layoff will also be granted. The severance pay would be two (2) weeks of any employee's regular pay.

Section 9.03 Laid off employees may request payment for unused vacation days earned prior to the layoff at the last rate of pay prior to the layoff.

Section 9.04 Employees on layoff shall be recalled in reverse order of layoff to vacant positions within their job department provided that they are qualified. Full-time employees shall only be recalled to full-time positions, and part-time employees shall only be recalled to part-time positions. Notice of recall shall be sent by certified mail to the last known address of the employee as found in District records, and shall constitute sufficient notice to the employee, whether or not such notice is actually received. It is the employee's responsibility to inform the Employer of any change of address.

Section 9.05 Employees on layoff status shall have the right to refuse recall for

temporary unit employment without losing the right to permanent recall.

Section 9.06 An employee shall lose all seniority rights after having been on layoff for eighteen (18) months.

Section 9.07 Seasonal and student help may be maintained during periods when bargaining unit employees are on layoff.

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ARTICLE XXIV
Employee Benefits and Fringes

Section 24.01 – Health and Dental Insurance. All regular, full-time and part-time employees shall be eligible for health and dental insurance as allowed by and pursuant to the restrictions of the insurance carrier. Employees shall be allowed to enroll in the dental insurance program without enrolling in the health insurance program. The District may change insurance carriers so long as there is no reduction of benefits. The benefits shall be equivalent to the WEAIG Plan.

The District will pay the following portions of premiums for employees eligible for insurance determined by the carrier:

1080 – 2080 hours	95%
900 – Less than 1080 hours	75%
less than 900 hours	Prorated

New employees must elect to participate or not to participate in such health and dental programs within thirty (30) days of their date of employment. Failure to make an election to participate shall be deemed to be a waiver of the right to participate. In the event that an employee subsequently wishes to participate in a plan, that employee shall be bound to meet all underwriting and other requirements for participation as are imposed by the insurance carrier and shall in addition pay any applicable surcharges for that participation. Any eligibility or underwriting requirements by the insurance company shall supersede any provision of this contract.

Section 24.02 – Group Term Life Insurance. All employees are covered by a group term life insurance policy chosen by and paid for by the District. The coverage for all full-time employees and part-time employees working thirty-five (35) hours or more per week shall be in the amount of $20,000, while the coverage for all part-time employees working less than thirty-five (35) hours per week shall be in the amount of $10,000. The group term life insurance remains in full force

and effect as long as the employee remains active with the District.

Section 24.03 – Health, Dental and Life Insurance While on Extended Leave of Absence. In the event that an employee is placed on "extended leave of absence", the employee may have the health, dental and term life insurance continued in force as a member of the group for up to eighteen (18) calendar months from the date of the start of "extended leave" if permitted by the carrier. The employee is obligated to pay the full premium for the insurance coverage. This payment must be made to the District payroll office on or before the first (1st) day of each month. The failure to remit the payment in a timely manner will be understood as a desire on the part of the employee to discontinue the coverage. The payment of the premium is the entire responsibility of the employee, therefore, no bills, invoices or statements shall be sent to the employee by the District.

Section 24.02 – Worker's Compensation Insurance. All full-time and part-time employees insured during the course of employment and eligible for compensation are required to report all accidents or injuries to their immediate supervisor or designee immediately after the accident or injury occurs. Report forms may be obtained from the employee's immediate supervisor.

Section 24.05 – Long Term Disability Insurance. All employees shall be covered by long term disability insurance chosen by and paid for by the District. The insurance shall pay ninety percent (90%) of the employee's salary upon disability after a sixty (60) calendar day waiting period. The District may change insurance carriers so long as there is no reduction in benefits.

Section 24.06 – Wisconsin Retirement System. All full-time and part-time employees who work six hundred (600) hours or more per year, as required by law, shall be provided this benefit. The Employer shall pay the Employer's share and pay the full contribution of the employee's share.

Section 24.07 – Early Retirement. The Employer agrees that upon retirement the employee shall be paid for one hundred percent (100%) of his/her accumulated but unused sick leave and that payment at the employee's discretion may be used for the purpose of continued payment of the current health insurance plan or the employee may opt for a cash payment.

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ARTICLE XXVII
Terms of the Agreement

Section 27.01 This Agreement, reached as a result of collective bargaining between the parties, constitutes the entire Agreement between the parties, and no verbal statements or past practice shall supersede any of its provision. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing between the parties. The parties further acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Nothing in this provision, however, shall prevent written modification of this Agreement at any time by mutual consent of the parties.

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BACKGROUND

On April 23, 1997 the District notified employes Laura Plosczynski, Sally Nischke, Robin VandeHei and Shirlee Risner, hereinafter referred to as the grievants, that they would be laid off effective the last day of the school year. They were also informed that insurance benefits would be provided until the end of June. On May 19, 1997 the Association filed the instant grievance alleging the District violated past practice, and, Article II and Article XXIV as well as other applicable provisions of the collective bargaining agreement when it failed to pay the District's share of health and dental insurance premiums on behalf of the grievants for July and August of 1997. Thereafter the matter was processed to arbitration in accordance with the collective bargaining agreement's grievance procedure.

There is no dispute that the grievants properly received their lay off notices. The record also demonstrates that after Nischke received a lay off notice, Nischke posted for and filled a vacant custodial position during the summer of 1997, was recalled to an aide position, and had no break in her benefits.

The record also demonstrates that the District placed Lori Olson on lay off on November 12, 1993 and did not pay any insurance premiums on her behalf after November, that Lucile Schonfeld retired in October of 1996 and thereafter the District did not pay any insurance premiums on her behalf, and that Peggy Bacon left the District in March of 1997 and thereafter the District did not pay any insurance premiums on her behalf.

Association's Position

The Association contends the District violated the collective bargaining agreement when it failed to pay insurance premiums for four (4) employes that worked the 1996-1997 school year. The Association asserts the prerequisite for insurance coverage for July and August is, and always has been, completion of the preceding school year. The Association argues this has been the practice of the District and points to the testimony of Donna Andrews (Tr. pp. 30-31) and Susan Cota (Tr. p. 34) in support of this position. The Association argues Laura Plosczynski's testimony (Tr. pp. 38-39) demonstrates she received assurances from the District's Business Manager Mark Lindem that she would not have to worry about summer premiums because it was being withdrawn over the school year. The Association concludes this assurance demonstrates that benefits continue for school-year employes based upon completion of their work year.

The Association argues that payment of certain fringe benefits are earned benefits payable to an employe based upon their past service. Where employes have completed the school year they have completed their side of an employment commitment. The Association contends the employe has fully earned the compensation whether it is paid immediately or deferred through the summer months. The Association argues the District argument that benefit eligibility ceased because the employe was not returning to work is flawed because payment for the summer insurance began during the work year and the employe completed the work year. The Association also argues that the arbitrator must distinguish between employes that resigned or retired during the school year and those who completed the work year. The Association also asserts the examples cited by the District were either employes who did not complete the work year or were employes who were not members of the bargaining unit. The Association concludes the District failed to demonstrate a practice of not providing summer insurance.

The Association further contends insurance benefits are part of an employe's overall compensation. The Association argues the District has a practice of withholding monies from the employe's paychecks during the work year to cover summer insurance and points out the collective bargaining agreement provides that insurance is available to employes based upon annual hours worked. The Association also points out each of the grievants in this matter satisfied the required number of hours for insurance and had payroll deductions throughout the school year to cover their share of the summer premiums. The Association asserts terminating benefits based on a lay off which essentially begins with the following school year deprives these employes of part of their compensation.

The Association also argues the manner in which the District deducts premium contributions from employes demonstrates the intent of having insurance coverage for school year employes through the non-working summer months. The Association asserts teachers are treated in this same manner and argues the lay off notices the employes received did not affect the benefits earned in the current year.

The Association also argues the collective bargaining agreement when read in its entirety supports the Association's position. The Association contends its position is based upon the notion of earned benefits. The Association also points out some provisions of the agreement, Article XXI, Section 21.01 (sick leave), Article XXII, Holidays, and Article XXIII, Vacations, have distinctions based upon length of an employes work year. The Association points out there is no distinction between calendar year and school year employes for personal and bereavement leave.

The Association argues the collective bargaining agreement clearly identifies the threshold for insurance benefits is the number of hours worked during the employe's work year, with the full employer contribution of ninety-five per cent (95%) for employes who work more than one thousand and eighty (1080) hours per year. The Association concludes it is obvious that had the parties intended for there to be a distinction in coverage for school year employes, the same would have been stated in the collective bargaining agreement. The Association asserts the language is unmistakable that insurance benefits are paid on an annual basis and the threshold for determining eligibility is total hours worked within the year.

The Association also argues that the parties, having established specific categories for purposes of sick leave, holiday, and vacation benefits, could have negotiated a provision eliminating July-August insurance benefits for school year employes. The Association asserts the fact they did not do so supports its contention that the District pays July and August insurance benefits to employes that have completed their work year.

The Association also argues that had Nischke not filled the custodial position and subsequently been recalled to an aide position she would have suffered the inequitable result of not having benefits for July and August. The Association asserts such a result flaws the District's rationale in this matter. The Association also asserts that should the District prevail in this matter the District could notify all school year employes they were laid off in order to avoid paying July and August fringe benefits.

The Association also argues the District has a practice of continuing insurance payments for school year employes during the summer. The Association asserts this practice was demonstrated when the District paid summer benefits to Jean Schultz.

The Association also asserts that the District's claims of other school year employes that resigned, retired or were laid off during the school year are distinguishable because those employes never completed their work year.

The Association contends the evidence herein does not support the District's claim that bargaining history supports its actions. The Association argues that a review of the testimony and exhibits reveals that the parties simply did not deal with the particular issue before the arbitrator during the course of negotiations.

The Association would have the undersigned sustain the grievance and direct the District to reimburse the grievants for any out of pocket expenses they incurred as a result the District's termination of their insurance coverage.

District's Position

The District contends there is no language in Article II or Article XXIV that guarantees insurance payments to laid off employes. The District points out Article II merely describes the types of employes and Article XXIV, while setting forth rights to certain benefits, does not guarantee any payment of health insurance premiums to laid off employes. The District also argues that the Association's representative who bargained the first contract for the Association acknowledged at the hearing that Article XXIV does not require the payment of health insurance premiums for laid off employes (Tr. p. 21).

The District also argues that while Article IX guarantees numerous rights to laid off employes, it does not include employer paid insurance premiums for any laid off employes. The District points out this is supported by the Association's bargaining representative's testimony (Tr. pp. 12-13). The District also points out the Association's representative has in the past made proposals for employer paid insurance premiums for laid off employes but that he did not make such a proposal to the District during negotiations which culminated into the parties first collective bargaining agreement. The District argues that because such proposals have been raised in other locations but not at Peshtigo demonstrates the benefits requested in the instant matter are not guaranteed by the collective bargaining agreement.

The District also argues the laid off employes had no expectation of continued employment during the summer and therefore had no rights to employer paid insurance premiums. The District points out it gave proper notice of lay off to the grievants and it paid its percentage of the grievants' insurance premiums until the end of June. The District also points out that because it gave notification of lay off to the grievants prior to May 15th, 1997 it complied with Article V, section 10 of the collective bargaining agreement.

The District also contends there is no past practice of paying insurance premiums for laid off or resigned employes. The District points out that Andrews first testified that Schultz received her lay off notice in August but then acknowledged she did not know the effective date of Schultz's lay off (Tr. p. 32). The District concludes the Association therefore fails to demonstrate it's past practice claim. The District also asserts the examples it has provided demonstrate the District has not paid insurance premiums for employes it has laid off, that have retired, or, who voluntarily left the District's employ.

The District also points out that Article XVII precludes the Union from relying on a past practice and the Article IV and Article XXVII reserve to the employer all rights not restricted by the collective bargaining agreement.

Association's Reply Brief

The Association asserts the collective bargaining agreement unequivocally provides insurance to employes based upon hours worked. The Association argues that because the grievants' completed their work year they are entitled to insurance over the summer months based upon each of them meeting the required number of hours for insurance eligibility. The Association further argues that Article XXIV clearly guarantees insurance based upon annual hours. The Association asserts the District's payment of insurance premiums in July and August for school year employes establishes a practice and demonstrates the intent of the parties, that school year employes earn summer insurance benefits during their work year.

The Association asserts the District misapplied the lay off language in this matter. The Association argues the prospective nature of the layoffs and the fact the grievants completed their work year distinguishes the instant matter from the examples cited by the District.

The Association also argues it is not attempting to obtain something it did not achieve during negotiations. The Association does point out the District only submitted proposals made by the Association during the first negotiations and argues the District failed to provide any information about all proposals made in the first and subsequent negotiations. The Association also argues the practice of continuing benefits for returning employes and the practice of deducting summer premium contributions from employe paychecks during the work year are obvious indications of the intent to continue benefits through the summer.

The Association also stresses that proposals made in another school district are irrelevant to the instant matter. The Association contends the mere fact two employe groups are represented by the same union does not provide a nexus between proposals. The Association argues each bargaining unit, like each employer, has its own goals and priorities.

The Association also contends the uncertainty of continued employment in subsequent school years supports the union's position that nine (9) month employes insurance is based upon completion of the preceding school year. The Association stresses Nischke is an example with her posting for a custodial position over the summer and being recalled to her aide position at the beginning of the 1997-1998 school year. The Association raises concerns as to what happens if the employe is recalled to work such that there is no break in service. The Association avers an inequitable result would occur if the District is allowed to terminate benefits based upon prospective notices.

The Association also argues that the fact the District did not deduct monies from the grievants' paychecks to pay for their share of the summer insurance premiums is irrelevant. The Association asserts that whether or not the District decided to stop taking money out of the paycheck is not a basis for determining whether the District's actions complied with the terms of the collective bargaining agreement.

The Association also contends that the District's reliance on Article IV, Management Rights, is misplaced because the instant matter is covered by the terms of the collective bargaining agreement.

District's Reply Brief

The District contends the collective bargaining agreement does not guarantee health insurance benefits to those employes that have been laid off and that it complied with the terms and provisions of the collective bargaining agreement when it laid off the grievants. The District points out the notice of lay off was not for the following school year but a notice of immediate lay off. The District also argues the deduction of payments for insurance premiums does not guarantee insurance coverage for the summer months. The District also points out the three employes, Plosczynski, VandeHei, and Risner, did not work the entire school year with Plosczynski being hired in September, VandeHei hired in November, and Risner hired in December. The District avers that insurance premiums are paid in July and August only if the employment status of the employe does not change. The District also avers that when Plosczynski was told not to worry about summer insurance at the time of her hire that it was presumed she would be employed the following school year. The District also asserts that contrary to the Association's claims, the collective bargaining agreement when read as a whole support the District's actions. The District also contends there is no practice of continuing summer insurance for school year employes who have been laid off and that the parties bargaining history supports the District's case.

The District would have the undersigned deny the grievance.

DISCUSSION

A careful review of the record demonstrates this is the first time in the bargaining history of the parties that a school year employe was laid off at the end of the school year.

The Association assertion that Article XXIV, Employe Benefits and Fringes, establishes the threshold for eligibility for the health insurance fringe benefit is correct. However, this provision does not direct the District to pay fringe benefits on an annual basis nor can it be construed as requiring the District to pay a form of deferred compensation because school year employes have completed their work year. While the Association has emphasized that the school

year employees must complete their work year in order to be eligible for July and August insurance premium

payments, the language of Article XXIV is silent concerning "completion of the work year." Thus, under the theory of the Association, an employe who normally works two thousand and eighty (2080) hours per year, calendar year employes, who had worked more that one thousand and eighty (1080) in a year and was then placed on lay off should receive a full twelve months of insurance benefits. Also under the Association's theory calendar year or school year employes who retired or voluntarily left after having worked one thousand and eighty (1080) hours in a calendar year should receive a full twelve months of benefits. The undersigned finds that Article XXIV does not require such a result and concludes that Article XXIV does not mandate that benefits be paid on an annualized basis. At most Article XXIV can be read as establishing the monthly co-pay percentages for the District and employes. Nothing in this provision establishes that an employe that had worked all or a part of a school year would have premium contributions made by the District on their behalf during July and August.

The Association has also argued that the payment of July and August premium payments is a form of deferred compensation of earned benefits. If payment of dental and health insurance premiums are earned benefits employes that are laid off during the school year (Olson), employes that retire during the school year (Schonfeld), and employes that voluntarily leave the District's employ (Bacon), have earned premium payments beyond their last month of employment. The record demonstrates that in none of these types of instances has the employe received the benefit past their last month of employment. There is no specific language identifying July and August premium payments as deferred compensation of earned benefits for school year employes who have completed the school year. Therefore, the District did not violate the terms and conditions of the collective bargaining agreement when it properly notified the grievants they were laid off at the end of the school year and did not pay their July and August insurance premiums.

The Association also argued that when the District paid summer benefits to Jean Schultz the District demonstrated a practice of paying summer benefits. However, Andrew's testified Schultz did not receive her lay off notice until August (Tr. p. 32) and that she filed the grievance in this matter because the District had not complied with Article V. Herein the District gave notice prior to the May 15th requirement of Article V and thus the District's actions regarding Schultz are distinguishable from the instant matter. As this was the only incident identified by the Association of a laid off employe that the District paid July and August insurance premiums the undersigned concludes this one instance does not establish a practice of paying July and August insurance premiums to laid off employes. However, the undersigned does find that the Schultz matter demonstrates that if an employe is not notified by May 15th the District must pay the insurance premiums for a continuing employe.

The record demonstrates this is the first time the District issued a lay off notice to take effect at the close of the school year that was also in compliance with the May 15th requirement of

Article V. The record also demonstrates that when the District laid off Olson it complied with the May 15th requirement of Article V, and, complied with the two (2) week notification requirement

of Article IX. The District did not pay any insurance premiums for the laid off employe past the month in which the employe was laid off. A careful review of Article IX demonstrates it does not contain any provision that mandates the District to continue the payment of any insurance premiums past the employes date of lay off. Thus the undersigned concludes that when the collective bargaining agreement is read as a whole there is not a requirement that the District pay insurance premiums in July and August for school year employes who were given proper notification and laid off on the last day of the school year.

The Association had also claimed the circumstances surrounding Nischke demonstrate there would be an absurd result if the District is allowed to lay off employes at the end of the school year only to recall them at the beginning of the next school year. However, there is no evidence the District is attempting to circumvent the intent of the expectation of continued employment notice required by Article V. Of the four employes the District gave lay off notices to only Nischke was recalled. There is no evidence Nischke suffered any loss because of the District's actions. While the loss of benefits during the summer may seem harsh to a recalled employe the District's actions did not violate any of the clear terms and conditions of the collective bargaining agreement. Particularly when there is no evidence the District was attempting to circumvent the clear language of Article V.

The Association has also argued that the District's method of deducting contributions from employes for July and August premium payments demonstrates the parties' intent that school year employes shall receive health and dental benefits until the start of the next school year. However, as noted above, the instant matter is the first time the District laid off employes at the end of the school year and properly notified employes they would not be employed in the following school year. While the method of deductions may demonstrate an expectation of continued employment, such deductions do not mandate the continuation of premium payments past the employes lay off. The District has spread the deductions over a school year employe's twenty (20) pay periods. Just as with any other lay off, termination or retirement, the District would have to reimburse employes for monies it had unnecessarily deducted. The record demonstrates that the District made the proper reimbursements in the instant matter.

The burden herein is on the Association to demonstrate that the District's actions violated the terms and conditions of the collective bargaining agreement. While both sides presented evidence and testimony concerning the parties bargaining history on this issue, the record demonstrates that neither party addressed this specific issue at the bargaining table. The undersigned therefore concludes that the Association has failed to meet its burden to demonstrate the District violated the intent of the parties when it failed to pay July and August insurance premiums for the grievants.

Therefore, based upon the above and foregoing and the testimony, evidence and arguments presented the undersigned concludes the District did not violate the collective bargaining agreement when it failed to pay the grievants July and August insurance premiums. The grievance is therefore denied.

AWARD

The District did not violate the collective bargaining agreement when it failed to pay insurance premiums for benefits during the months of July and August 1997 for four employes who on April 23, 1997 received layoff notices informing them that their services were not needed for the following school year?"

Dated at Madison, Wisconsin, this 6th day of October, 1998.

Edmond J. Bielarczyk, Jr. /s/
Edmond J. Bielarczyk, Jr., Arbitrator

EJB/gjc
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