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WISCONSIN EMPLOYMENT RELATIONS COMMISSION

Arbitration	*	
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of	*	
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WISCONSIN COUNCIL 40,	*	
LOCAL 2383, AFSCME, AFL-CIO	*	
	*	
and	*	ARBITRATION AWARD
	*	
KENOSHA UNIFIED SCHOOL DISTRICT	*	
	*	
re	*	
	*	
WERC Case 129, No. 44427	*	
INT/ARB - 5744	*	Decision No. 26768-A
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ISSUE

The sole issue before the arbitrator was the language regarding the payment of the health insurance premium. The Union proposes that the language in the prior Agreement be continued. The relevant portion of Section 19.01 of the Agreement provides that:

> During the term of this Agreement, the Board will pay the full single premium and family premium and surgical and major medical insurance provided by the Board. (Un. Ex. 1, p. 16)

The Board proposes the following language.

> If the aggregate of the 1991-92 health insurance premiums for family and single coverage increases by more than 20.0% over the aggregate of the 1990-91 health insurance premiums for family and single coverage, the employees shall pay, by way of automatic payroll deduction, the premium amount in excess of $178.80 per month, if they elect single coverage, or the premium amount in excess of $478.01 per month, if they elect family coverage. For the purposes of determining whether the aggregate of the family and single health insurance premiums has increased by more than 20.0%, the parties will assume that there are 80 family plans, 25 single plans and that the 1990-91 premiums are $149.00 per month for a single plan and $398.34 per month for a family plan. If the aggregate premium exceeds a 20.0% increase in 1991-92, and the Union gives written notice to the District within twenty (20) days of the date it is advised in writing of the District's 1991-92 health insurance premiums, the Union may reopen negotiations for the sole purpose of bargaining over the implementation of an I.R.S. Section 125 salary reduction plan. (D. Ex. 1)

INTRODUCTION

The Wisconsin Council 40, Local 2383 AFSCME, hereinafter called the Union, filed a petition for arbitration of its dispute with the Kenosha Unified School District, hereinafter called the Board or the District, on August 17, 1990. Negotiations between the Union and the Board had taken place on five occasions between April 11, 1990 and the date of the petition. WERC staff member, Daniel Nielsen, conducted an investigation, and, after meeting with the Board and the Union on November 15, 1990 and January 17, 1991, certified to the Commission that the parties were at impasse.

The WERC issued an order for arbitration on January 29, 1991. The undersigned was selected from a WERC panel furnished to the parties by the WERC and was designated arbitrator by a WERC order dated February 18, 1991. The arbitration hearing was held in Kenosha, WI on May 22, 1991. Appearing for the Board was Clifford Buelow, attorney of Davis and Kuelthau; appearing for the Union was John Maglio, Staff Representative of the Union. Also in attendance at the hearing were various administrators and Board members and members of the Union bargaining committee and AFSCME staff. Post-hearing briefs were received by the arbitrator on July 15, 1991.

BACKGROUND

By the date on which the arbitration hearing was held, the family health insurance premium for the '91-'92 year had been determined to be 15.6% higher than the '90-'91 premium. Since this is less than the 20% figure which would have triggered payment by the employee of part of the premium, there is no dollar difference in the insurance proposals of the Board and the Union. Under either proposal, 100% of the premium would be paid by the Board for the '91-'92 year. Despite this, however, the parties took the matter to arbitration

because of the advantage that would accrue to one party or the other to be able to have the position stated in its offer as the "status quo" during any hiatus period after June 30, 1992 and during negotiations for a contract to succeed this Agreement.

Under the Board offer, there is a dollar cap effective when the aggregate premium increases by 20%; under the Union offer, the Board continues to pay the entire premium. In support of their respective positions, each side introduced numerous exhibits showing internal and external comparables, arbitrator dicta, and wage information about the unit and various comparables. The arbitrator found no need, however, to address much of this information and in the following discussion session will focus primarily on the data which led to the selection of a particular offer.

DISCUSSION

The primary comparables in this arbitrator's opinion are the other units of the District. Board Exhibit 4-1 lists the seven units covered by agreements with the District. Board Exhibit 5 contains the health insurance premium payment language for each unit. The District argues that, among the internal comparables, there is a pattern showing employee payment or liability for a portion of the health insurance premium. The Union argues that there is a diverse situation among the comparables and that capping the Board contribution is not the pattern. Union Exhibit 4B compares the health insurance premium share of the seven units and the administrators. The following table summarizes the Board and Union exhibits on this point.

Table 1 - Health Insurance Premium Payment Comparison

Unit	Size(FTEs)	'89-'90	'90-'91	'91-'92
administrators	?	full	full	full
carpenters	4	full	full in $ terms	CAP (20% over '90-'91 dollar amt. of premium
educational assts.	222	Caps $115/mo.-sing. $298/mo.-fam.	91%	91%
painters	5	$119/mo-sing. $320/mo.-fam.	95%	95%
secretaries	114	full except school yr. ees. pay July & Aug premiums.		
service employees	165	full	full	full
substitute teachers	90	No health insurance in contract.		
teachers	1150	full	full in $ terms	CAP (20% over '90-'91 dollar amt. of premium)

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Clearly the trend is toward employee pickup of some portion of the health insurance premium. Except for the service employees and substitute teachers, all units which have negotiated contracts for '91-'92 have agreed to pay a portion of the premium. Two units, the carpenters and the teachers, have agreed to the same CAP that the Board wishes to apply to the secretarial unit. The painters and the educational assistants have agreed to pay a percent of the premium --- five per cent and nine percent respectively.

The arbitrator disagrees with the Union contention that there is no pattern of employee contribution to the health insurance premium among the internal comparables. The exception of the service employees is explained by the fact that they did not negotiate in 1990 for a 1990-1992 contract because

they had concluded a three year agreement in 1989. The substitute teachers do not have health insurance in their contract so the question of an employee contribution of the premium does not arise. Neither of these deviations are sufficient to claim, as the Union does, that there is not a pattern. True, some units have agreed to pay a small percent of the premium while others have agreed to a cap on the employer contribution, but both arrangements lead to the conclusion that there is a pattern among the internal comparables of some kind of employee responsibility for a portion of the health insurance premium.

The arbitrator acknowledges receipt of numerous exhibits from both the Union and the District concerning the wage rates and increases of employees in internal and external comparables as well as alleged quid pro quos for acceptance of employee payment of a portion of the health insurance premium. The arbitrator does not find that the data on those questions to be of sufficient weight to offset what he regards as the pattern among the internal comparables. Therefore, based on the pattern of the internal comparables, the arbitrator will select the final offer of the Employer.

In closing, the arbitrator wishes to emphasize that, if there have been quid pro quos (such as retiree health insurance) to other groups for acceptance of the new pattern of employee responsibility for a portion of the health insurance premium, a similar quid pro quo should be offered to the Union in the coming negotiations.

AWARD

The arbitrator finds that under the criteria in Wisconsin Statutes 111.70 the offer of the District is preferable to that of the Union, essentially because of the pattern among the internal comparables.

The arbitrator therefore selects the Final Offer of the Employer and orders that it and the agreed upon stipulations be incorporated into the Agreement of the parties.

8/6/91

August 6, 1991

James L. Stern
Arbitrator