

January 22, 1990

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Executive Director
Central Wisconsin UniServ
Council-South
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Mr. William Bracken
Director, Employee Relations
Wisconsin Association of
School Boards, Inc.
P.O. Box 160
Winneconne, WI 54986

Re: Tomorrow River School District
Case 14 No. 42835 MA-5817

Gentlemen:

In accordance with the parties' request at the January 10 hearing in this matter, the following constitutes the expedited Award. As agreed at the hearing, the discussion which follows will be kept to a minimum.

There is evidence that in the past management has, as the Union argues, given broad application to the clause requiring that courses eligible for credit be in the teacher's "subject area". If the collective bargaining agreement reasonably allowed so broad an application on its face, this would tend to indicate a past practice justifying continuation of such credit in the instances grieved here. But I do not find the practice controlling, because I do not find the collective bargaining agreement ambiguous.

The contract states at page 13, line 5: "In order to remain on the salary schedule horizontally and vertically, a teacher must earn four (4) credits in his subject area (graduate or undergraduate not necessarily in a masters program) every five years. Contracts shall be adjusted on or about September 1 for additional credits affecting the placement on the salary schedule . . ."

The reference to placement on the salary schedule clearly refers to the teaching salary schedule and not the extracurricular schedule, which does not provide for such credits. Accordingly, courses not related to a teacher's regular teaching (i.e. that paid for on the teaching salary schedule) are not

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in the teacher's "subject area" as defined in this clause. Neither of the grievants herein is paid for coaching on the regular salary schedule. And the evidence showed that the content of the workshop applied for is clearly aimed primarily at coaching; any value for a coach's other duties is just a bonus.

While Schultz's athletic director duties present the closer of the two cases, because he gets some time during the day for the administrative part of that work, it is still stretching the language of the clause to describe athletics as part of his subject area, because athletic director duties are plainly compensated as part of the extracurricular schedule and not on the teaching schedule. In addition, I note that the term "subject area" as used by the District is a common usage throughout the teaching field, while the Union's use of the phrase is so broad as to include virtually anything which could arguably help a teacher teach better -- a broad category indeed.

I therefore conclude that regardless of whether the District may have agreed to credit such courses in the past, the express language of the Agreement is plainly not violated by refusal to do so now.

For these reasons, it is my decision and

AWARD

1. That the Agreement was not violated by the District's refusal to approve the mental skills training workshop for salary schedule credit for the grievants Schweitzer and Schultz.

2. That the grievances are denied.

Very truly yours,

Christopher Honeyman
Arbitrator

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