

BEFORE THE ARBITRATOR

 :
 In the Matter of the Arbitration :
 of a Dispute Between :
 :
 THE MID-STATE VOCATIONAL TECHNICAL : Case 48
 FACULTY ASSOCIATION : No. 44162
 : MA-6184
 and : (Stipend Grievance)
 :
 THE AREA BOARD OF THE MID-STATE :
 VOCATIONAL, TECHNICAL, AND :
 ADULT EDUCATION DISTRICT :
 :

Appearances:

- Mr. Jermitt Krage, Executive Director, Central Wisconsin UniServ Councils
 - South and West/Unit 2, appearing on behalf of the Association.
 Ruder, Ware and Michler, S.C., Attorneys at Law by Mr. Dean Dietrich and

Mr. Je

ARBITRATION AWARD

The above-captioned parties, hereinafter the Association and District or Employer respectively, are signatories to a collective bargaining agreement providing for final and binding arbitration of grievances. Pursuant to a request for arbitration, the Wisconsin Employment Relations Commission appointed the undersigned to hear a grievance. A hearing was held on November 27, 1990 in Wisconsin Rapids, Wisconsin. The hearing was transcribed and the parties filed briefs and reply briefs which were received by March 13, 1991. Based on the entire record, the undersigned issues the following Award.

ISSUES

There was no stipulation of the issues and the parties asked that the undersigned frame them in his Award. From a review of the record, the opening statements at hearing and the briefs, 1/ the undersigned believes the issues may be fairly stated as follows:

1. Did the District violate the labor agreement when it failed to pay stipends to grievants Bill Babler, John Gavinski and Barbara McMullen for future graduate credits to be taken in a nondiscipline-centered Master's degree program (i.e. vocational education)? If so, what is the appropriate remedy?
2. Did the District violate the labor agreement when it failed to pay more than one stipend to grievant Linda Carey for future graduate credits to be taken in a discipline-centered Master's degree program? If so, what is the appropriate remedy?

PERTINENT CONTRACT PROVISIONS

1/ The Association states the issues as:

1. Did the District violate the Master Contract Agreement by refusing to provide graduate study stipends to members of the bargaining unit who have Bachelor's Degrees for credits earned towards a Master's Degree?
2. Did the District violate the Master Contract Agreement by granting the number of stipends based on the individuals's placement on the salary schedule, rather than the number of six-credit intervals needed to complete the Master's Degree Program?

While the District states the issues as:

1. Whether the District violated the provisions of the 1989-92 Labor Agreement when it failed to pay Stipends to the Grievants Bill Babler, John Gavinski, and Barbara McMullen for future graduate credits to be taken in a nondiscipline-centered Master's degree program? If so, what is the appropriate remedy?
2. Whether the District violated the provisions of the 1989-92 Labor Agreement when it failed to agree to pay more than one Stipend to the Grievant Linda Carey for future graduate credits to be taken in a discipline-centered Master's degree program? If so, what is the appropriate remedy?

The parties' 1989-92 collective bargaining agreement contains the following pertinent provisions:

ARTICLE VIII

Section A - Recruitment, Employee Selection, and Professional Growth

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3. All professional staff members hired after January 1, 1990, shall be required to have, or shall be working toward the attainment of, a discipline-centered Master's degree. Improvement of staff qualifications in specific fields such as business, agriculture, engineering, nursing, psychology, sociology, and English is the goal of this requirement.

- a. Classification I - (non-degreed) personnel shall advance to Bachelor's degree Classification after earning a Bachelor's degree from a regionally accredited institution of higher education.
- b. Bachelor degreed personnel not having a discipline-centered Master's degree shall be eligible for professional growth stipends, not to exceed \$500 for each six semester credits earned, to be used to offset tuition and book costs of acquiring an appropriate Master's degree. Eligibility shall be limited to a total of five stipends.

4. The following paragraphs apply to those bargaining unit personnel who were employed prior to January 1, 1990.

- a. Faculty members employed prior to January 1, 1990, shall not forfeit salary because of salary schedule changes. Credits earned by not yet credited to horizontal movement shall be retained and shall be used for horizontal movement once a total of 6 credits is accumulated.
- b. Personnel having a Master's degree recognized for salary schedule purposes prior to January 1, 1990, will continue to be recognized for salary schedule purposes. Likewise, all graduate courses approved by January 1, 1990 in education will be recognized for salary schedule purposes.
- c. Faculty members who now have a Master's degree in education will be required to take discipline-centered graduate studies or other district-approved courses for salary schedule advancement after January 1, 1990. All courses must have prior district approval.
- d. Faculty members who now have a discipline-centered Master's degree may complete graduate study or other approved courses that are educationally centered for salary advancement. All courses must have prior district approval.
- e. Employees formally accepted in a Master's degree program by September 1, 1989, that is not discipline-centered will be allowed to finish the program and will be allowed to advance on the salary schedule.

- f. One horizontal move shall be granted for each six semester hours of approved graduate credit successfully completed beyond the Master's degree. Cost for these credits is the responsibility of the faculty members.
- g. In no case will two graduate degrees in education be recognized for salary advancement.

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6. General provisions

- a. All graduate courses required in a district approved Master's, Specialist, or Doctor's degree program shall be given credit for salary schedule advancement.

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Section B - Salary Schedule

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2. The salary schedule for the 1990-91 school year is based upon educational background and practical occupational work experience. The regular salary schedule shall be adhered to for all professional employees as in Appendix B attached.

- a. The parties agree to change the structure of the salary schedule by reducing the number of classifications within the Bachelor's equivalence classifications beginning with the 1990-91 contract.
- b. Each year one Bachelor's equivalence will be eliminated, starting in 1990-91 progressively with Classifications I, II, III, and IV, in that order (see table below). Beginning with 1990-91, Classification I will remain, but it will be for non-degreed instructional personnel only. Beginning in 1993-94, anyone with a Bachelor's degree will have been advanced to an equivalent of a B.S. plus 24 classification. All classifications will be renumbered. Paragraph 3, which follows, contains a description of the salary schedule classifications which will go into effect beginning in 1993-94.

YEAR	CLASSIFICATIONS				
	I	II	III	IV	V
1989-90	BA	BA + 6	BA + 12	BA + 18	BA + 24
1990-91 24	Non-degree	BA	BA + 12	BA + 18	BA + 24
1991-92 24	Non-degree	Drop	BA	BA + 18	BA + 24
1992-93 24	Non-degree	Drop	Drop	BA	BA + 24
1993-94	Non-degree	Drop	Drop	Drop	BA + 24

- c. Personnel with a Bachelor's degree and non-degree personnel employed before January 1, 1990, will be moved to the next higher classification when a current classification is eliminated.
- d. All personnel employed after January 1, 1990, with a Bachelor's degree will be placed on the appropriate salary classification.
- e. Non-degree personnel hired after January 1, 1990, will remain at Classification I until a Bachelor's degree is achieved, at which time they will advance to the Bachelor's degree classification.
- f. Individuals having a Bachelor's degree are eligible for graduate study stipends. The number of stipends will be equal to the number of six-credit intervals remaining prior to the attainment of a Master's degree and will progress as follows:

Credit earned towards Master's degree \$500/stipends)	Number of stipends (Maximum of
No credits	five stipends
six credits	four stipends
twelve credits	three stipends
eighteen credits	two stipends
twenty-four credits	one stipend
Master's degree	no remaining stipends

Eligibility for one stipend will be lost each year when bachelor-degreed staff members do not earn six graduate credits needed to keep pace with the elimination of bachelor lanes.

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BACKGROUND

With certain exceptions, college credit transfer between the State's VTAE districts, such as the Mid-State District, and the University of Wisconsin System, has not been permitted. One of the barriers to the transfer of credits is the limited qualifications of the District's faculty. Over the years, the District's teaching staff has moved horizontally on the teacher salary schedule without the ultimate goal of an instructor obtaining graduate credits that were acceptable to the University of Wisconsin System or, ultimately, obtaining a Master's degree. Under the parties' previous labor agreement, no graduate study stipends were provided by the District.

District Director Melvin Schneeberg discussed this situation with the leadership of the Faculty Association. In doing so, he conceptually proposed that all present and future faculty staff be required to obtain a discipline-centered Master's degree as a minimum employment requirement. A discipline-centered Master's degree is a degree concentrated in a specific teaching area.

For example, a discipline-centered degree for a mechanical engineer instructor would be mechanical engineering and a discipline-centered degree for a nursing instructor would be nursing. A general Master's degree in vocational education would not qualify as a discipline-centered degree.

In negotiations in September, 1989, the District presented in writing its concept of a discipline-centered Master's degree requirement. Specifically, the District proposed that only those employes who had a discipline-centered Master's degree would meet the minimal requirements as an instructor and advance horizontally on the salary schedule; those employes who did not have such a degree would be placed on a BS classification and would be ineligible for horizontal movement on the salary schedule. As part of this concept, the District proposed to eliminate all BS lanes except the BS lane itself for purposes of lane movement and additional compensation and require all faculty staff to earn only credits in an approved discipline-centered Master's degree

program, rather than undergraduate credits or credits in a nondiscipline-centered degree program. Also included in this concept was an annual professional growth stipend which was intended to offset the cost of acquiring this Master's degree.

The above-noted concepts were then discussed at several bargaining sessions between September and November, 1989. During these discussions, the Association consistently indicated it did not want current bargaining unit members to suffer a loss from their present compensation levels as a result of this change.

In December of 1989, the District formally proposed contract language regarding the discipline-centered Master's degree requirement. This proposal consisted of two separate sections: (A) dealt with recruitment, employe selection and professional growth and (B) dealt with the salary schedule. In order to address the Association's concerns regarding the impact the proposal would have on present staff, the District included a July 1, 1989 date which "grandfathered" present staff. Under this proposal, only individuals hired after July 1, 1989, not those employed prior to that date, were to be required to obtain a discipline-centered Master's degree. This proposal further provided that presently employed staff who were already enrolled in a nondisciplined Master's degree program and who were earning credits in that program would continue to have those credits recognized for purposes of horizontal salary schedule advancement; however, persons hired after July 1, 1989 were not to receive horizontal salary schedule advancement for earning credits or degrees in a nondiscipline-centered degree. This proposal further provided that persons having a BS degree were eligible for graduate study stipends of \$500 with the number of stipends to be equal to the number of intervals remaining prior to attaining a Master's degree (with staff assigned to BS + 6 getting four stipends while staff at BS + 24 and 18 getting one and two stipends). This proposal further provided that all BS lanes between BS and BS + 24 were to be eliminated. Finally, this proposal provided that both present staff and new hires, the latter of which would be required to obtain a discipline-centered Master's degree, were to be placed on the same salary schedule.

The Association responded to this proposal by drafting different language for both Sections A and B. The Association's proposed language for Section A (the recruitment, employe selection and professional growth section) established a stipend payment for individuals hired after July 1, 1990 while their proposed language for Section B (the salary schedule section) established a four step process for the elimination of the BS lanes. The Association also included language in Section B which indicated that individuals having a Bachelors degree would be eligible for graduate study stipends.

The parties discussed Section A in great detail in subsequent bargaining sessions. During the course of these negotiations, the effective date upon which the faculty staff would be required to comply with the discipline-centered degree requirement was changed to January 1, 1990. By early February, 1990, the parties had reached agreement concerning Section A and finalized the language to be included in the contract.

Up to this point in negotiations the language of Section B (the salary schedule section) had not been discussed. This changed on February 7, 1990 at a mediation session when the Association made a proposal regarding Section B. This was the first time that the proposed language of Section B was reviewed and discussed by the parties.

An agreement was ultimately reached as a result of the February 7 mediation session which incorporated the previously agreed upon language of Section A and the language proposed by the Association for Section B. This agreement included the requirement that future faculty members (those hired after January 1, 1990) possess and/or obtain a discipline-centered Master's degree. It also included a procedure under which the elimination of the BS lanes was to occur and the progression that the faculty staff would follow in terms of moving from one BS lane to another as each BS lane was eliminated. Under the procedure agreed to, the elimination of the BS lanes was to occur over a period of time until the 1993-94 school year when the salary schedule will consist of a non-degree lane, a BS lane, a MS degree lane, MS plus graduate credit lanes (MS + 6, 12, 18 and 24), a Specialist lane and a Doctorate lane. It was further agreed that if a present staff member was located on a BS lane that was to be eliminated, the staff member will be bumped to the higher lane level without penalty. This will occur even if the staff member had not earned any credits which normally would have entitled the staff member to horizontal lane movement. It was also agreed that the faculty staff hired before January 1, 1990 and who were pursuing a nondiscipline-centered Master's degree and who earned graduate credits were to advance on the salary schedule under the terms of the prior salary schedule. Finally, the language of Section B(2)(f) regarding graduate study stipends was included in the agreement.

Dr. Schneeberg, the District's chief spokesman during these contract negotiations, was the only witness to testify at the hearing regarding these negotiations. He testified in pertinent part that the parties' intent with

regard to the stipend reimbursement was to compensate and encourage staff to take courses in their fields of instruction. He further testified that the District did not intend that staff members were to receive stipends for credits earned in nondiscipline-centered Master's degree programs.

FACTS

Linda Carey was hired in August of 1986 as an accounting instructor. At that time, she possessed a BS degree in Business Education and a BS degree in Managerial Accounting and had eight and one-half years teaching experience and six years related work experience. In recognition of her education, occupational experience and her undergraduate accounting credits, the District placed her at the BS + 24 lane when she was hired even though she did not possess any graduate credits towards a Master's degree. She still teaches accounting.

In March of 1990, 2/ Carey requested approval of a Master's of Business Administration (MBA) program from Cardinal Stritch College as a discipline-centered degree program and, based upon her enrollment in that program, the granting of the \$500 stipends for the credits earned. After reviewing the MBA program of Cardinal Stritch, the District found that the curriculum in that program did not qualify as a discipline-centered degree program for her. It nevertheless approved her enrollment in this program and granted her one \$500 stipend in recognition of the courses she would be taking in that Master's degree program. Carey grieved this action. She contends she is eligible for a \$500 stipend for each six graduate credits earned towards a Master's degree up to a maximum of five stipends.

Three other employes (Bill Babler, Barbara McMullen and John Gavinski) also sought stipends for future graduate credits to be taken in a Master's degree program in vocational education. The District denied their requests for stipends on the grounds they were ineligible for same because the Master's degree programs for which they sought stipend reimbursement (i.e. vocational education) was not a discipline-centered Master's degree program. All three grieved the District's refusal to grant their requested stipends.

The above four grievances were then advanced to arbitration. Due to the similarity of issues the parties agreed to consolidate them. The parties also agreed that the decision in this matter would be applicable to other similarly situated employes.

POSITIONS OF THE PARTIES

The Association contends that the District's refusal to grant the grievants their requested stipends constitutes a contractual violation. In its view, all bargaining unit members who have a Bachelor's degree are eligible to receive a graduate study stipend for each six credits earned toward a Master's degree. Applying this premise here, the Association believes that the four grievants are eligible to receive a stipend for each six credits earned toward his or her Master's degree up to a maximum of five stipends. In support thereof, it relies exclusively on Article VIII, Section B(2)(f). According to the Association, this is the contractual section that controls here. The Association asserts that the language of this provision is clear and unambiguous in providing that all individuals who have a BS degree are eligible for graduate study stipends. It notes in this regard that there is no reference in this section to the stipends being limited to just a discipline-centered Master's degree, so it contends this means the stipends can also apply to a nondiscipline-centered Master's degree. Said another way, the Association contends that the Master's degree program may be either a discipline-centered or a nondiscipline-centered Master's degree program. Next, since the Association contends the pertinent contract language is clear and unambiguous, it believes it is unnecessary for the arbitrator to rely on the parties' bargaining history. However, in the event the arbitrator does review the bargaining history and rely on same, the Association asserts it supports the Association's position here because it shows that all Bachelor degreed personnel employed prior to January 1, 1990 are to receive stipends for credits earned toward a Master's degree. In order to remedy this alleged contractual breach, the Association asks the arbitrator to provide stipends to the grievants and all other bargaining unit members who have earned graduate study credits toward a Master's degree. In other words, the Association seeks a make whole remedy for the grievants and other members of the bargaining unit who have suffered losses due to the District's refusal to grant the requested stipends. With regard to grievant Carey, the Association notes that nowhere in the contract is there any limitation on the number of stipends based on the individual's placement on the salary schedule. It therefore contends that Carey's number of stipends should not be based on her placement on the salary schedule at the BS + 24 level, but rather should be based on the number of credits she has earned toward a Master's degree (which at the present time is none). Finally, the Association seeks an order directing the District to comply with Article VIII, Section B(2)(f) in the future.

2/ All dates hereinafter refer to 1990.

The District contends that its refusal to grant the grievants their requested stipends did not constitute a contractual violation. In its view, the Association's contention that the grievants are entitled to stipends for graduate credits earned in nondiscipline-centered degree programs is totally without merit. In support thereof, it first relies on the contract language itself. According to the Employer, the contractual provision involved here (Article VIII) is subject to more than one reasonable understanding. As a result, the Employer argues it is ambiguous and therefore must be interpreted. In making this interpretation, the Employer urges the arbitrator to construe the agreement as a whole, and specifically to read Article VIII, A in conjunction with Article VIII, B. The Employer submits that when this is done, it becomes clear that the \$500 stipend that is to be paid for each of the six semester credits earned in "an appropriate Master's degree" can only mean a discipline-centered Master's degree as referred to in the first part of Article VIII, A, (3). The Employer submits that Article VIII, B(2)(f), upon which the Association relies, simply sets forth the schedule for stipend reimbursement that is to be followed if a staff member is, in fact, eligible for such stipend reimbursement. Thus, it is the Employer's position that the language of A(3) and (4) is more specific than B(2)(f) concerning stipend eligibility, so A(3) and (4) control in regard to the payment of stipends. Next, the Employer asserts that the parties' bargaining history shows that the parties did not intend that present staff were to receive stipends for credits earned in nondiscipline-centered Master's degree programs such as vocational education. As a result, the Employer contends that what the Association is attempting to do here is blindside the District by focusing on just one provision, namely B(2)(f), and giving a meaning to that provision which the parties never intended. Finally, the Employer notes that the disputed language of B(2)(f) was drafted by the Association and was agreed upon only after the eligibility language contained in Section A was resolved. The Employer therefore requests that all the grievances be denied.

DISCUSSION

The initial issue here is whether the District violated the contract by not paying grievants Babler, Gavinski and McMullen their requested graduate study stipends for credits they are, or will be, earning in Master's degree programs. The stipend is a payment of \$500 paid for each six credits earned toward a Master's degree. It is designed to compensate employes for the cost of taking graduate credit courses. The Association contends that by limiting the stipends to just those participating in discipline-centered Master's degree programs, the District has violated the contract. The District obviously disputes this contention. A secondary issue involves the question of whether grievant Carey is entitled to more stipends than what she has received. The Association contends that she is while the District disputes this contention.

In resolving these issues the Association urges the undersigned to focus on one particular section in Article VIII, namely Section B(2)(f), and to apply that section to the instant facts. The District rejects this narrow focus on just Section B(2)(f) and urges the undersigned to instead review Article VIII as a whole and then apply it (i.e. the entire Article) to the instant facts. These conflicting approaches to resolving this contractual dispute will be reviewed below.

Attention is focused first on Article VIII, Section B(2)(f), the provision relied upon by the Association. The first sentence of that provision provides: "Individuals having a Bachelor's degree are eligible for graduate study stipends." By its express terms, this sentence limits the eligibility of the stipends to a very specific group, namely "individuals having a Bachelor's degree." By implication, this means that those who do not have a college degree are not eligible to receive stipends as well as those with a Master's, Specialist, or Doctorate degree. The second sentence goes on to specify the number of stipends that can be earned. It provides in pertinent part: "The number of stipends will be equal to the number of six-credit intervals remaining prior to the attainment of a Master's degree." (Emphasis added). The crux of this case is what type of Master's degree is contemplated by this language. For example, will a general education Master's degree program such as vocational education qualify for the stipend or does it need to be a particular type of Master's degree program? Said another way, can the credits be earned in a non-discipline-centered degree program or does it need to be in a discipline-centered degree program? The Association correctly notes in this regard that there is no definition of what type of Master's degree is involved in Section B(2)(f). It argues that given this contractual silence, the Master's degree may be in either a discipline-centered or a nondiscipline-centered course of study. At first glance, this interpretation certainly seems plausible. However the Employer also correctly notes that although there is no reference in Section B(2)(f) to a particular type of Master's degree, there is elsewhere in Article VIII, particularly Section A. Reference is made in Section A several times to a "discipline-centered Master's degree". If the reference in Section A to the Master's being "discipline-centered" is applied to Section B(2)(f), then the interpretation proposed by the District (i.e. that the Master's degree contemplated in Section B(2)(f) must be discipline-centered) is plausible too. Given the foregoing, it is apparent that the type of "Master's degree" mentioned in Article VIII, Section B(2)(f) is subject to more than one single reasonable understanding. It follows from this finding

then that Section B(2)(f) is ambiguous with regard to the type of Master's degree contemplated. That being so, the instant dispute cannot be resolved by simply looking at Section B(2)(f) because that section does not indicate whether the Master's degree referred to therein is to be a discipline-centered or a nondiscipline-centered degree.

The undersigned believes this ambiguity can be resolved by looking elsewhere in Article VIII. It is a well-established arbitral principle that the meaning of each contract provision must be determined in relation to the contract as a whole. 3/ This is particularly true where, as here, the provisions to be read as a whole are within the same article (i.e. Article VIII). To read the provisions of a specific article in isolation from each other, as the Association proposes to do here, would not be in accordance with accepted principles of contract interpretation. For example, to accept the Association's position that Article VIII, Section B(2)(f) should be read in isolation from the rest of Article VIII is analogous to looking at Article VI, Section A(4)(a), which relates to the criteria for the layoff of non-probationary staff and reading it in isolation from Article VI, Section A(4)(b), which relates to the selection of individuals to be laid off. Such an interpretation of Article VI would no doubt conflict with the parties' intent regarding layoffs. The same would be true here if the Association's contentions regarding Article VIII, Section B(2)(f) were accepted. That being so, Article VIII, Section B(2)(f) cannot be read in isolation from the rest of Article VIII as proposed by the Association; instead it must be reviewed in its overall context. As a result a review of the entire Article follows.

Section A of Article VIII differentiates between those staff members hired after January 1, 1990 and those staff members hired prior to that date in regard to the stipend payments and the salary advancements which apply. Specifically, Section A(3) provides that "all professional staff hired after January 1, 1990 shall be required to have, or shall be working toward the attainment of, a discipline-centered Master's degree..." This of course means that those employes hired after January 1, 1990 need to have, or be enrolled in, a discipline-centered Master's degree program. Subsection (b) of that section goes on to provide that those employes who do not have a discipline-centered Master's degree are eligible for professional growth stipends of \$500 for each of six semester credits earned in "an appropriate Master's degree." Since the phrase "an appropriate Master's degree" is used in the same sentence as "a discipline-centered Master's degree", it logically follows that "an appropriate Master's degree" can only mean a discipline-centered Master's degree. Section A(4) goes on to set forth the protections to be guaranteed those staff members employed prior to January 1, 1990 (i.e. the present staff) who had been placed on the salary schedule based upon credits earned in a nondiscipline-centered degree program or, at the time of the parties' agreement, were presently earning credits in such a program. The protections granted these staff members included no loss of salary because of these changes, continued recognition of educational Master's degrees for purposes of salary schedule placement and continued advancement on the salary schedule for those staff members who were already enrolled in a nondiscipline-centered Master's degree program such as vocational education and were earning credits in that program. No reference is made in this section though to graduate study stipends. Although Sections A(3) and (4) apply on their face to different groups of employes (i.e. A(3) to the new hires and A(4) to the present staff) these two sections can still be read together insofar as the discipline-centered Master's degree requirement is concerned.

Section B (Salary Schedule) is aptly named in that it is a detailed description of the salary schedule. It sets forth in comprehensive detail the various classifications listed on the salary schedule and the method by which the existing BS lanes are to be eliminated over time. The language also addresses graduate credits and how people move horizontally on the salary schedule. The only reference in the entire section to stipends is found in subsection (f). There it provides that "individuals having a Bachelor's degree are eligible for graduate study stipends" and then it goes on to list the number of stipends available to those staff members (either present staff or new hires) who qualify for same. It is apparent from the first sentence of subsection (f) that individuals having a Bachelor's degree are indeed "eligible" for graduate study stipends. However, being eligible for something does not mean that one automatically receives it. Such is the case here. On its face, Section B(2)(f) does not provide that staff members pursuing nondiscipline-centered Master's degree programs are entitled to the \$500 stipends. Instead, as previously noted, it simply refers to a "Master's degree" and is silent concerning what type is involved. Any question as to what type of Master's degree is contemplated can be resolved by looking at Section A. In Article VIII, Section A(3)(b) it specifically provides: "Bachelor degreed personnel not having a discipline-centered Master's degree shall be eligible for professional growth stipends..." (Emphasis added). Since this section clearly identifies the requisite degree as a "discipline-centered Master's degree", while B(2)(f) simply refers in general terms to a "Master's degree", it follows that A(3)(b) is more specific than B(2)(f) in

3/ Elkouri and Elkouri, How Arbitration Works, Fourth Edition, p. 352-54.

detailing the type of Master's degree involved. It is a common arbitral principle that specific language governs over general language. 4/ Application of this principle here, as well as the previously-noted principle of reading contract language together as a whole, means that faculty staff (both present and future) having a Bachelor's degree are entitled to graduate study stipends if the credits are earned in a discipline-centered Master's degree program. Said another way, present and future staff having a Bachelor's degree are not entitled to stipends for credits earned in a nondiscipline-centered Master's degree program.

This finding is further supported by the parties' bargaining history. It is well established that when an arbitrator is interpreting the meaning of a disputed contract provision, as is the case here, he may examine the parties' bargaining history in regard to the provision to determine what the parties mutually understood the provision to mean when it was negotiated. 5/ Here, the whole intent of the parties' negotiations in regard to the stipend reimbursement, as shown by Dr. Schneeberg's unrebutted testimony, was to encourage and compensate faculty staff to take courses in their field of instruction. Moreover, Schneeberg testified without contradiction that the District did not intend that staff members were to receive stipends for credits earned in nondiscipline-centered Master's degree programs. That being so, it follows that there was no mutual intention to grant stipends to present and future staff who were pursuing nondiscipline-centered Master's degree programs.

If the Association intended otherwise with the language it drafted for Article VIII, Section B(2)(f), particularly the reference therein to a "Master's degree", it never advised the District of same. Since it did not, it can be said with absolute certainty that the parties did not mutually contemplate that the reference to a "Master's degree" in B(2)(f) would be read to grant stipends to staff members regardless of the Master's degree program they are pursuing. If this were to happen it would clearly negate the reasons that Article VIII, Sections (A) and (B) were agreed to by the parties and the reasons the BS lanes were eliminated from the salary schedule. Thus, under these circumstances, it would be a circumvention of the bargaining process to ignore the parties' expansive bargaining history and the aforementioned intent and interpret Article VIII, Section B(2)(f) to provide stipends for credits earned in nondiscipline-centered Master's degree programs. In so finding, it is noted that the undersigned is simply trying to give effect to the parties' intent as evidenced by their bargaining history.

Having so found, the above-noted rationale will now be applied to the instant facts. The record indicates that grievants Babler, McMullen and Gavinski are in Master's degree programs in vocational education. Vocational education is a nondiscipline-centered degree program. That being so, the Master's degree programs for which they sought stipend reimbursement did not meet the discipline-centered Master's degree requirement contemplated in Article VIII, Section A and B. Consequently, these grievants do not qualify for stipend reimbursement. It follows from this decision that the District did not violate the contract by failing to pay them stipends for future graduate credits in their vocational education Master's program.

Grievant Carey's factual situation differs though from the other three grievants in that she is not in a vocational education program. Instead, she is enrolled in an MBA program at Cardinal Stritch College. Although the District originally determined that this particular MBA program did not qualify as a discipline-centered degree program for her, it nevertheless approved her enrollment in this Master's degree program and granted her one graduate study stipend of \$500 in recognition of the courses she would be taking in that program. These latter two actions (i.e. the District's approval of her enrollment in the MBA program and granting her a stipend) obviously undercut the District's original determination that the program was not discipline-centered. This is because if the program was not discipline-centered, the District would presumably not have approved same or granted a stipend based thereon. Consequently these actions by the District, together with the District's implicit admission in their proposed framing of the issue that Carey's MBA program is discipline-centered (see Footnote 1/), satisfies the undersigned that the MBA program in question qualifies as discipline-centered within the meaning of Article VIII, A and B, notwithstanding the District's original determination to the contrary. This of course means that Carey qualified for graduate study stipend(s) because she is enrolled in a discipline-centered Master's degree program.

Having so found, attention now turns to the question of whether Carey got the correct number of stipends. As noted above, the District granted her one stipend. The Association contends though that Carey is entitled to a maximum of five such stipends, not just one. This question, like the one addressed previously, involves an interpretation of Article VIII, Section B(2)(f). There, the second sentence provides: "the number of stipends will be equal to the number of six-credit intervals remaining prior to the attainment of a

4/ Ibid., p. 356.

5/ Ibid., p. 357.

Master's degree and will progress as follows. . .", whereupon it goes on to list in a chart the number of stipends available. That chart indicates in pertinent part that a teacher with no credits earned toward a Master's degree is entitled to (up to) five stipends, while a teacher with 24 credits earned toward a Master's degree is entitled to one stipend. While the chart itself is straightforward and easy to understand, the difficulty here involves fitting Carey into the chart. This is because of Carey's unique circumstances, namely that she is placed at the BS + 24 level of the salary schedule even though she has not earned any graduate credits towards a Master's degree. The record indicates she was placed at the BS + 24 level when she was hired and has stayed there since. The District relies on Carey's placement on the salary schedule at that level to justify granting her a single stipend as opposed to the five that the Association seeks. The problem with this contention though is that there is no valid contractual justification for same. Specifically, the contract does not say anything in Section B(2)(f) about stipends being based on or limited by an individual's placement on the salary schedule. Instead, it indicates that "the number of stipends will be equal to the number of six-credit intervals remaining prior to the attainment of a Master's degree. . .". The undersigned reads this sentence as saying that it is the number of credits earned towards a Master's degree, and that factor alone, that determines how many stipends are paid. Therefore an employe's placement or classification on the salary schedule is not dispositive of how many stipends are granted. Application of this rationale here means that Carey's placement at the BS + 24 level of the salary schedule does not control how many stipends she receives; rather this question is determined by how many credits she has earned towards a Master's degree. Since Carey has not earned any graduate credits yet towards a Master's degree, she is entitled pursuant to terms of Section B(2)(f) to (up to) five stipends. It follows from this decision then that the District violated the contract when it determined that Carey was entitled to just one stipend for future graduate credits to be taken in her MBA program.

Based on the foregoing and the record as a whole, the undersigned enters the following

AWARD

1. That the District did not violate the labor agreement when it failed to pay stipends to grievants Bill Babler, John Gavinski and Barbara McMullen for future graduate credits to be taken in a nondiscipline-centered Master's degree program (i.e. vocational education). Therefore, their grievances are denied.

2. That the District violated the labor agreement when it failed to pay more than one stipend to grievant Linda Carey for future graduate credits to be taken in a discipline-centered Master's degree program. In order to remedy this contractual breach, the District shall pay Carey (up to) five stipends for the credits she will be earning in her MBA program.

Dated at Madison, Wisconsin this 21st day of May, 1991.

By Raleigh Jones /s/
Raleigh Jones, Arbitrator