

June 3, 1994

Mr. Gene Degner  
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District

Re: Woodruff-Arbor Vitae School  
Case 32 No. 48982 MA-7781  
(Calendar grievance)

Gentlemen:

This letter is to confirm a "bench" decision rendered by the undersigned pursuant to a stipulation by the parties. The parties also waived "supporting rationale" for the bench decision.

On April 8, 1993, the Wisconsin Employment Relations Commission designated the undersigned as the impartial arbitrator to resolve the above dispute.

On November 5, 1993, following hearing and argument in the matter, the undersigned issued a decision and Award wherein he directed the parties to bargain collectively "over the issue of school calendar for the 1993-1994 school year as contained in Article XXIV (F) particularly with respect to the issue of the number of pupil/teacher face-to-face days, and number of in-service days." The undersigned also retained jurisdiction as follows: "If the parties are unable to reach agreement as noted above, the Arbitrator will at his option reopen the hearing to take additional evidence regarding the dispute; and dispose of the grievance."

Thereafter, the parties bargained over said issue but without success.

By letter dated March 18, 1994, a hearing was scheduled in the matter for June 2, 1994, in Woodruff, Wisconsin.

By letter dated May 10, 1994, the parties wrote "it is important that this issue be resolved as soon as possible.

Therefore, we are jointly petitioning that you decide the matter based upon the current record."

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Thereafter, by letters dated May 16, 1994 and May 23, 1994, respectively, the District and Association agreed to have the undersigned "based upon the current record" issue a "bench" decision "without supporting rationale."

The issue before the Arbitrator is whether the District violated Article XXIV of the collective bargaining agreement by scheduling 180 face-to-face teaching days for the 1993-94 school year or, if not, whether Article XXIV (F) of the agreement should be reformed to provide for 180 face-to-face days instead of 178 days and three in-service days instead of five in-service days. The Association argues that there was a contract violation while the District argues for reformation.

After considering the entire record and the parties' arguments in the matter, I issue the following bench decision and

AWARD

The District did not violate Article XXIV of the collective bargaining agreement by scheduling 180 face-to-face teaching days for the 1993-94 school year. To the contrary, Article XXIV (F) of said agreement should be reformed to provide 180 face-to-face days instead of 178 days and three in-service days instead of five in-service days. Based on the foregoing, the grievance is denied, and the matter is dismissed.

By terms of this letter I am not only issuing a bench decision as requested by the parties but I am also closing the file on this case.

Very truly yours,

Dennis P. McGilligan  
Arbitrator

DPM/pb  
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