BEFORE THE ARBITRATOR

In the Matter of the Arbitration of a Dispute Between	
OREGON EDUCATION ASSOCIATION	Case 18 No. 50606 MA-8315
and	
OREGON SCHOOL DISTRICT	

Appearances:

Mr. A. Phillip Borkenhagen, Executive Director, Capital Area UniServ North, 4800 Ivy Wood Trail, McFarland, Wisconsin, appearing on behalf of the Association.

Melli, Walker, Pease & Ruhly, S.C., Attorneys at Law, 119 Martin Luther King, Jr. Boulevard, Madison, Wisconsin, by Mr. James K. Ruhly, appearing on behalf of the District.

ARBITRATION AWARD

Oregon Education Association, hereafter the Association, and Oregon School District, hereafter the District, are parties to a collective bargaining agreement which provides for the final and binding arbitration of grievances. The Association, with the concurrence of the District, requested the Wisconsin Employment Relations Commission to appoint a staff member as a single, impartial arbitrator to resolve the instant grievance. Hearing was held on May 19, June 10, and June 21, 1994, in Oregon, Wisconsin. The hearing was transcribed and the record was closed on September 13, 1994, upon receipt of written argument.

ISSUE:

The Association frames the issues as follows: 1/

> Did the District's placement of newly hired teachers violate Article I, Section 2; Article II, Section 1 and Article III, Section 2A and B, of the collective bargaining agreement?
> If so, what is the appropriate remedy?

The District frames the issues as follows:

> 1. Did the School District violate Article II, Section 1A, of the applicable master contract by its initial placement of newly hired, experienced teachers?

1/ In its brief, the Association acknowledges that its statement of the issue is confusing due to typographical errors in the contract. Given Footnote 3 on page six of the Association's initial brief, it appears that the Association is alleging a violation of the following contract provisions: Article I, Rights and Responsibilities of the Association and Board of Education, Section 2A and B; Article II, Hours and Conditions of Employment, Section 1A, B, and C; and Article II, Salary, Section A, Salary Schedule, and Section B1, 2, and 3, Vertical Movement on Salary Schedule.

2. Did the School District violate the master contract in the fall of 1993 when it adjusted the initial placement of newly hired, experienced teachers in the same manner as it adjusted the March 1993 projected placement of returning Oregon teachers, after the OEA and Board reached agreement on a new 1993-94 salary schedule?

The Arbitrator adopts the following statement of the issues.

1. Did the District violate the collective bargaining agreement by its salary schedule placement of newly hired, experienced teachers?

2. If so, what is the appropriate remedy?

RELEVANT CONTRACT LANGUAGE:

Article I: Rights and Responsibilities of the Association and Board of Education

. . .

2. Recognition of Collective Bargaining Procedures

A. The Board recognizes the OEA to be the sole bargaining agent for all nonsupervisory certificated personnel, except psychologists, nurses, related services (therapists) and local vocational education coordinator, but including guidance personnel, and agrees to enter, in good faith, into negotiations with a representative committee of the OEA on matters concerning teacher wages, hours and conditions of employment.

B. The purpose of this article is to recognize the right of the bargaining agent to represent employees in negotiations with the Board as provided in the Statutes. Granting of recognition is not to be construed as obligating the Board in any way to continue any functions, the Board reserving the right to create, combine or eliminate any positions as, in their judgement, deemed necessary; excluding provisions covered in the Master Agreement. This provision does not supersede rights guaranteed under 111.70. The Board agrees that changes in negotiable policies and practices shall be negotiated with the OEA prior to implementation.

C. The Board and the OEA agree to mutually develop procedures which will expedite

negotiations, through adequate advance notice of agendas for discussion, mutual assistance in providing information, reasonable research loads for any given period and agreed upon time schedules to insure proper discussion and decision making.

D. The following procedures provide a beginning set of rules for future negotiations:

(1) The OEA shall file a letter of intent to reopen negotiations for the next contract year with the Board and with the WERC, pursuant to state law on or before December 15. Dates shall be proposed at that time.

(2) In order that the electorate and teachers may be fully informed, negotiations are open to the public for observation, but there shall be no participation by visiting individuals. Closed sessions may be called for by either party.

(3) Prior to the initial exchange of proposals session, a meeting will be held whereat a timeline and procedures for negotiations are to be established.

(4) Facts, opinions and discussion of proposals and counterproposals will

be exchanged freely during the meeting in an effort to reach mutual understanding and agreement.

(5) These negotiation procedures may be amended, revised or rescinded only by mutual consent. session. (sic)

. . .

Article II: Hours and Conditions of Employment

1. Employment of New Teachers

A. The Superintendent is authorized to evaluate a candidate's teaching experience or outside experience in order to determine his/her salary placement on the schedule. At a minimum full recognition will be given for teaching experience in the department and/or certified grade level for placement on the schedule, providing that there has not been a lapse in active teaching of 5 or more consecutive years.

B. Credit for experience outside the District may be given only if the candidate has fulfilled the requirements of a Bachelor's Degree and has obtained the additional credits required for placement as set forth in this contract. All credits for previous experience are consumed at the time of appointment.

C. Additional experience may be granted if vocational certification is required for the position and the teacher is fully certified for the assignment by the Department of Public Instruction.

. . .

Article II: Salary

. . .

B. Vertical Movement on Salary Schedule

All teachers shall move down one vertical step each year until they reach the last step on the salary schedule, except as determined below.

1. All teachers shall move a partial step as provided in the 1993-94 salary schedule below.

For the 1994-95 school year, all teachers shall move a partial step as provided in the 1994-95 salary schedule.

As an example:

Any teacher on step C for the 1992-93 school year will move to step C1 for the 1993-94 school year, and to step C2 for the 1994-95 school year. Teachers on other steps will move similarly based on their placement on the 1992-93 salary schedule.

2. The OEA and the Board of Education agree to meet no later than the first week of June, 1994, to calculate the fringe benefits and salary schedule for the 1994-95 term of contract, so that the total package increase will equal 3.8% of the 1993-94 total package.

3. Both parties agree and stipulate that the provisions of this contract which relate to fringe benefits and salary were reached to meet the definition of a "qualified economic offer" within the intent of Wisconsin Statutes 111.70 as currently in effect.

C. Longevity

1. Beginning in 1992-93, teachers who cannot move vertically will receive a salary calculated at 104.5% of their previous year's salary, except as determined below.

2. For the 1993-94 and the 1994-95 school years however, teachers on longevity shall move a partial step at the same proration as the non-longevity steps on the salary schedule in accordance with the salary schedules.

. . .

BACKGROUND:

The parties' 1992-93 salary schedule contained twelve vertical steps, i.e., c, d, e, f, g, h, i, j, k, l, m and lg. 2/ In the Spring of 1993, returning teachers received individual contracts for the 1993-94 school year which reflected a full-step, vertical movement, e.g., a teacher on Step c of the 1992-93 salary schedule was projected to advance to Step d on the 1993-94 schedule. Based upon the 1992-93 salary schedule, a teacher in the BA lane would receive $23,950 at Step d.

The 1993-94 salary schedule, agreed upon by the parties in late August or early September of 1993, contained thirteen vertical steps, i.e., c, c1, d1, e1, f1, g1, h1, i1, j1, k1, l1, m1 and lg-1. Following the settlement of the 1993-94 salary schedule, returning teachers received an addendum to their individual teacher's contract for the 1993-94 school year. In the addendum, a projected Step d became c1; a projected Step e became d1, etc. Under the 1993-94 salary schedule, returning teachers received less than had been projected in the initial individual teacher's contract. Neither party disputes that such an addendum was consistent with the agreement of the parties.

Prior to the settlement of the 1993-94 salary schedule, the District issued an individual teacher's contract for the 1993-94 school year to the following new employes: Debra Arnold; Jeanette Eichsteadt; Rebecca Fox; Dana Glodowski; and Karyn O'Connor. Under the individual teacher's contract, Debra Arnold was placed at Step h; Jeannette Eichsteadt was placed at Step f; Rebecca Fox was placed at Step d; Dana Glodowski was placed at Step d; and Karyn O'Connor was placed at Step h. The individual teacher's contract listed a 1993-94 salary which was based upon the 1992-93 salary schedule.

Following the settlement of the 1993-94 salary schedule, the District issued an addendum to the individual teacher's contract of each of these employes. Under the addendum, Debra Arnold was placed at Step g1; Jeanette Eichsteadt was placed at Step g1; Rebecca Fox was placed at Step c1; Dana Glodowski was placed at Step c1 and Karyn O'Connor was placed at Step g1. 3/

Two new employes, Kristine Schulte and Janice Budenz, received individual teacher's contracts after the parties had settled the 1993-94 salary schedule. The individual teacher's contract issued to Kristine Schulte and Janice Budenz indicated a salary schedule placement at Step c1 and f1, respectively. 4/

On October 20, 1993, the Association filed a grievance alleging that the District violated provisions of the collective bargaining agreement by improperly placing the Grievants, i.e., Debra Arnold, Jeanette Eichsteadt, Rebecca Fox, Dana Glodowski, Karen O'Connor, Janice Budenz, and Kristine Schulte, on the salary schedule. The grievance was denied at all steps and, thereafter, submitted to arbitration.

2/ The 1992-93 schedule contained in the 1993-94 agreement refers to the vertical Steps in small case letters. To be consistent, the undersigned has also used small case letters.

3/ Due to a variety of errors, a few of these individuals received more than one addendum to their contract. The addendum referenced herein is the addendum which governed final placement on the 1993-94 salary schedule.

4/ On December 22, 1993, the District issued an addendum to Budenz which did not change her placement at Step f1.

POSITIONS OF THE PARTIES:

ASSOCIATION

During the 1986-87 contract negotiations, the parties negotiated a compacted schedule wherein placement on the salary schedule was driven by a negotiated minimum $1,400 increase per teacher. As a result of this compaction, employes with varying years of experience were placed on the same step. The Association did not agree that the method used to place new teachers on the 1986-87 schedule was to be used in the future.

Following this compaction, the District developed and implemented a hiring chart to place new teachers on the salary schedule. The Association never agreed to the use of this hiring chart. There is no merit to the District's assertion that the Association knew or should have known about the hiring charts. The hiring charts are not a binding past practice.

Under the terms of the agreement, newly hired teachers are entitled to full recognition of their previous teaching experience. Each vertical step on the salary schedule is the equivalent of one year of teaching experience. Therefore, the District is required to place each of the Grievants on the vertical step which matches the Grievant's years of teaching experience, e.g., a Grievant with three years of teaching experience would be placed upon the third or fourth step of the salary schedule, depending upon whether the first step is designated for rookies.

The language granting full recognition of previous teaching experience has not been substantively amended, at least since 1984. The hiring chart developed by the District does not fully recognize the experience of new teachers and, thus, is violative of the parties' agreement.

The contract permits the District Administrator to consider factors other than teaching experience when placing new hires on the salary schedule. This contract provision undermines the District's argument that the parties did not intend new hires to be placed on a higher step than returning teachers with the same years of teaching experience.

Article I, Section 2 clearly and ambiguously provides that any changes in "negotiable policies and practices shall be negotiated with the OEA prior to implementation." The District violated this proviso when it unilaterally issued new individual contracts to each of the new hires post-settlement, without notifying or conferring with the OEA.

When the parties negotiated the 1993-95 agreement, they did not discuss the placement of new hires. The language providing for partial step movement applies only to returning teachers. Since the new teachers were not on any step in the 1992-93 school year, they were not in a position to "move" on the salary schedule. Under the District's argument, grievant should have progressed, not regressed on the schedule.

Once teachers have been placed on the compacted schedule, the teachers have moved one step on the salary schedule, unless the parties negotiated otherwise. The District's argument that steps are not related to years of service is bogus.

The District violated the collective bargaining agreement by creating and implementing a "hiring chart" which, generally, partially credits teachers for their previous teaching experience, resulting in an inappropriate placement on the salary schedule. Secondly, the District violated the collective bargaining agreement when it altered the new teachers' individual contracts and negotiated with individual teachers contrary to the contract and the law.

In remedy of the contract violation, newly hired teachers should have their past teaching experience fully recognized. The District should be ordered to cease and desist from using the hiring charts and the hiring charts should be made a subject of negotiation. As an alternative and a minimum, the Grievants should have their initial contracts valued at the salary contained therein.

DISTRICT

Collective bargaining produced a compacted salary schedule in 1986. At that time, the parties expressly agreed upon the placement of all returning teachers and agreed that newly hired, experienced teachers were to be placed on the compacted schedule in a manner which was consistent with the placement of the returning teachers. The hiring chart developed by the District ensures that the placement of newly hired, experienced teachers is consistent with the placement of returning teachers. The hiring chart has been used since 1987 without challenge by the Association.

The parties negotiated a cell freeze in 1985, compacted the schedule in 1986 and negotiated another cell freeze a few years later. As part of the 1986-87 compaction, the left most column on the salary schedule was retitled from Experience to Step. If the full recognition provision had meant a vertical step for each year of experience, that definition did not survive the salary schedule modifications of the second half of the 1980s.

Full recognition is granted when an experienced new hire is placed at the same schedule cell as a returning teacher of identical experience. No other interpretation of that phrase is warranted on this record.

When the parties bargained the 1993-95 agreement, the bargainers may have illustrated their agreement with an example dealing with returning teachers. However, there was no agreement excluding the newly hired, experienced teacher from the rationale underlying the partial step movement. Indeed, the parties agreed that all teachers would receive a partial step, not just returning teachers.

The initial grievance alleged a violation of Article I, Section 4, parts A and B of the contract. The Association abandoned this claim at hearing and did not pursue this claim in its brief. Abandonment in the brief, coupled with the absence of any record evidence to support the allegation, compels dismissal

of that claim.

After the grievance had been processed to the step 3 level, the Association attempted to amend the grievance, orally, at the Step 3 meeting with the Board of Education. While the District acknowledges the allegation of violation of Article I, Section 2A and B, there is no evidence to support the allegation or otherwise warrant discussion of the allegation.

The record contains no factual basis to permit a conclusion that the District's placement decisions, or the act of explaining these decisions upon request of the teacher or Association representative, was bargaining or negotiating in any recognizable sense of the word.

The Association's argument that the superintendent's limited contractual authority to consider factors other than teaching experience sanctions the disparity advocated by the Association is perplexing and unpersuasive. Nothing in the contract language suggests that outside teacher experience is more valuable to the District than internal teaching experience.

The Association has failed to establish any violation of the master contract by the District. The grievance should be denied.

DISCUSSION:

Article II, Section 1

Each party relies upon the language contained in Article II, Section 1A, which states as follows: 5/

> The Superintendent is authorized to evaluate a candidate's teaching experience or outside experience in order to determine his/her salary placement on the schedule. At a minimum full recognition will be given

5/ The Association also asserts that the District has violated Article II, Section 1B and C. Since the Association has not expressly addressed this assertion in written argument, the undersigned does not address these allegations other than to conclude that the record does not demonstrate that the District has violated Article II, Section 1B and C.

> for teaching experience in the department and/or certified grade level for placement on the schedule, providing that there has not been a lapse in active teaching of 5 or more consecutive years.

The parties agree that the "full recognition" proviso of Article II, Section 1A, governs minimum placement on the salary schedule. 6/ The parties also agree that the "full recognition" proviso is intended to provide credit for all of the Grievants' prior teaching experience. 7/ At issue is the 1993-94 salary schedule placement of the Grievants, i.e., newly hired, experienced teachers.

The Association asserts that each vertical step on the salary schedule is the equivalent of one year of teaching experience. The Association argues, therefore, that the District is required to place each of the Grievants on the vertical step which matches the Grievant's years of teaching experience, e.g., a Grievant with three years of teaching experience would be placed upon the third or fourth step of the salary schedule, depending upon whether the first step is designated for rookies.

The District denies that each vertical step is equivalent to one year of teaching experience. The District maintains, therefore, that the "full recognition" proviso is satisfied if the Grievants are placed at the same vertical step as a returning teacher with identical experience.

The 1993-94 salary schedule, which is the relevant salary schedule, uses letters, not numbers, to identify the vertical steps. Moreover, the column containing the letters is not labeled. Since the salary schedule does not identify the extent, if any, of the relationship between vertical steps and experience, the undersigned considers the contract to be ambiguous with respect to the application of the "full recognition" proviso of Article II, Section 1A. Where, as here, contract language is ambiguous, evidence of bargaining history may be of assistance in clarifying the parties' intent.

The evidence of the bargaining history of Article II, Section 1A, demonstrates that the "full recognition" proviso has been in effect since at least 1984. The record, however, does not reveal the nature of any bargaining discussions involving the "full recognition" proviso. Thus, the evidence of the bargaining history of Article II, Section 1A, does not demonstrate any mutual

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6/ Both parties recognize that the contract provides the Superintendent with discretion to grant additional credit for factors other than prior teaching experience.

7/ In the present case, neither side argues that the teaching experience of the Grievants is not "in the department and/or certified grade level for placement on the schedule" or that there has been "a lapse in active teaching of 5 or more consecutive years."

intent with respect to the "full recognition" proviso other than that which is reflected in the plain language of the proviso. Accordingly, the undersigned turns to the evidence of the bargaining history of the parties' salary schedule.

The parties' 1984-85 salary schedule contained nineteen vertical steps in a column labeled "Exp." The first fifteen steps were numbered 0 through 14 and the last four steps were labeled "LG1," "LG2," "LG3," and "GL." 8/ The testimony of District Business Manager Roger Price establishes that "Exp." was an abbreviation for "Experience" and that Step 3 indicated that a teacher had three years' experience. 9/

The parties did not have a 1985-86 salary schedule, but rather, each teacher received his/her 1984-85 salary, plus $2,000. 10/ The 1986-87 salary schedule contained eleven vertical steps in a column labeled "Step." The steps were lettered, beginning with "A." The 1986-87 salary schedule also contained the following language: "Subsequent year's salaries are part of the negotiation process and are not subject to automatic vertical step advancement."

The parties conduct in replacing the column heading of "Experience" with "Step"; identifying the vertical steps by letters, rather than numbers; and inserting the sentence "Subsequent year's salaries are part of the negotiation process and are not subject to automatic vertical step advancement" supports the conclusion that, with the compaction of the 1986-87 schedule, vertical steps were no longer equivalent to years of experience. Such a conclusion is also supported by the testimony of Chris Christenson, an Association bargaining representative from 1975 through 1992, and Mike Way, a member of the Association negotiating team from approximately 1978 through 1988.

According to Christenson, the 1984-85 salary schedule was an incremental schedule; the incremental schedule was broken when the parties agreed to a $2,000 per teacher increase for 1985-86; and, as a result of the 1986-87 bargain, teachers with varying degrees of experience were grouped on the same vertical step. 11/

When Way was asked how the vertical steps were changed from numbers to letters, Way responded as follows:

> I think the initial proposals, they were numbers as they had been in the past years, but because we were now taking a fairly lengthy schedule and compressing it, people's view of the numbers being years of service was a problem, because we had to place several teachers on the same step. And so by going to the letters, it made it easier for the teachers and, I think, everybody to deal with the fact that the schedule was being compressed and multiple people with multiple years of experience were going to end up on the same step. 12/

8/ "LG" is a longevity step.

9/ T. at 306.

10/ T. at 304.

11/ T. at 99.

12/ T. at 150.

The testimony of Christenson and Way is consistent with that of Price, a member of the District's negotiating team for the past thirteen years.

Following the 1986-87 bargain, the parties negotiated numerous changes in the structure of the salary schedule. At no time, however, did the parties revert to the format which identified the vertical step column as the "Experience" column. Nor did the parties revert to a schedule format which identified vertical steps by number, rather than letter. Thus, the evidence of the subsequent changes in the salary schedule does not establish any agreement to return to a salary schedule format in which each vertical step is equivalent to a year of experience.

As the Association argues, between the 1987-88 agreement and the 1993-94 agreement, there has been only one year in which returning teachers have not moved one vertical step each contract year. However, a vertical movement of one step per year does not demonstrate the absolute value of any individual step. Vertical steps continue to be occupied by teachers with varying years of experience.

In summary, the record does not establish that each vertical step on the salary schedule is equivalent to one year of experience. In the absence of such a relationship, the most reasonable construction of the "full recognition" proviso is that it requires the District to place the Grievants on the same vertical step as returning teachers with equivalent experience.

As the Association argues, with respect to this grievance, the language of Article II, 1A, did not materially change from 1984, when a vertical step was equated with a year of experience. However, neither has the concept of "full recognition." When the vertical steps of the salary schedule were equated to actual years of experience, a newly hired, experienced teacher would have been placed at the same vertical step as a returning teacher with equivalent experience.

Neither Price, nor Christenson, recalled that the parties had any specific discussions regarding the placement of newly hired, experienced teachers when the parties bargained the 1986-87 salary schedule. Price assumed, however, that these teachers would be placed on the same step as returning teachers with the same experience. 13/ This assumption was shared by Christenson. 14/

Way was the only witness to recall any discussion concerning the placement of newly hired teachers. At hearing, Association Representative Borkenhagen asked the following question in reference to the compacted 1986-87 salary schedule:

> . . . I think you've already testified that when you compacted the schedule, you moved teachers with the various experiences and grouped them back to some proper placement on this schedule marked A, B, C, D by step, such that they would gain a minimum increase. Was there any thought beyond that point toward the future that you or your negotiators gave to what would

13/ T. at 307.

14/ T. at 103 and 111.

happen? 15/

Way responded as follows:

> I believe that there was some discussion at that negotiating session as to the placement of new teachers for the next school year, that those new teachers coming in would be placed on the schedule with teachers that were already on the schedule that had similar years of experience. I don't believe that that was written in any way. 16/

Association Representative Borkenhagen then asked:

> But did you ever think what would happen any year thereafter about that? 17/

Way responded as follows:

> To the best of my memory, I don't believe we did. I don't think we thought beyond that next coming year. Probably it was our intent to deal with that issue in the next negotiating round. I'm not sure that happened. 18/

Neither side argues, and the record does not demonstrate, that there were any other discussions concerning the placement of newly hired, experienced teachers on the salary schedule.

While the testimony on this point is not entirely clear, it appears that the discussions recalled by Way involved only the Association bargaining representatives. Thus, the undersigned is not persuaded that, upon compaction of the 1986-87 salary schedule, the parties expressly discussed and agreed upon the placement of newly hired, experienced teachers. However, the testimony of District and Association witnesses persuades the undersigned that both parties shared the same assumption, i.e., that the "full recognition" proviso required newly hired, experienced teachers to be placed on the same vertical step as returning teachers with the same experience.

To be sure, Article II, IA, permits the Superintendent to consider factors other than teaching experience when placing new hires on the salary schedule. Such a fact, however, does not provide any rationale for concluding that the parties intended the District to value outside teaching experience more than District teaching experience when placing newly hired, experienced

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15/ T. at 158.

16/ Id.

17/ T. at 159.

18/ Id.

teachers on the salary schedule. 19/

The Association relies upon an arbitration award involving the DeForest Area School District. While the "full recognition" proviso is similar to language contained in the DeForest contract, the DeForest case is distinguishable on its facts. Accordingly, the undersigned has not found the DeForest award to be persuasive.

SUMMARY:

Despite the Association's assertions to the contrary, the record evidence does not support the conclusion that each vertical step on the salary schedule is equivalent to a year of experience. For the reasons discussed supra, the most reasonable construction of Article II, Section 1A, is that the "full recognition" proviso is satisfied when the District places newly hired, experienced teachers on the same vertical step as returning teachers with the same experience. 20/

19/ For example, Grievant Eichsteadt had nine years of teaching experience. Acceptance of the Association's position would place Eichsteadt at Step j1 or k1. Returning teachers with Eichsteadt's educational lane placement who are at Step j1 have fifteen and sixteen years of experience. Those at Step j1 have seventeen years of experience.

20/ Since the Superintendent has discretion to consider factors other than teaching experience in making initial placements, it may be that newly hired, experienced teachers have not been placed at the same vertical step as returning teachers with the same teaching experience. At issue, is the minimum placement due a newly hired, experienced teacher.

Article II, Salary, Section A, Salary Schedule, and Section B1, 2, and 3, Vertical Movement on Salary Schedule

As the Association argues, the Vertical Movement on Salary Schedule provisions address the placement of returning teachers. To move vertically on the 1993-94 salary schedule, it was necessary to have been on the 1992-93 salary schedule during the 1992-93 school year. The Grievants were not employed by the District during the 1992-93 school year.

To be sure, the individual teacher's contract of Grievants hired prior to the settlement of the 1993-94 salary schedule projected a salary and placement based upon the 1992-93 salary schedule. Moreover, these Grievants were paid according to the 1992-93 salary schedule until the District was able to implement the 1993-94 salary schedule. The 1992-93 salary schedule, however, was nothing more than a proxy for the 1993-94 salary schedule which had not yet been negotiated by the parties. 21/

Section A, of Article II, Salary, contains only one 1993-94 salary schedule. Neither contract language, nor bargaining history, suggests that the parties intended newly hired teachers to be subject to any other salary schedule. Despite the Association witnesses' belief to the contrary, the addendum to the Grievant's individual teacher's contract did not constitute regressive movement on the 1993-94 salary schedule. Rather, the addendum governed initial placement on the 1993-94 salary schedule.

Hiring Charts

According to District Business Manager Price, he has produced a hiring chart for each year following the compaction of the schedule in 1986-87. 22/ Price maintains that the hiring chart used to place the Grievants upon the 1993-94 salary schedule accurately reflects the experience and salary schedule placement of returning teachers. The record does not demonstrate otherwise.

By utilizing the information contained in the hiring chart, the Superintendent is able to place newly hired, experienced teachers on the vertical step of the salary schedule which is occupied by returning teachers with the same experience. The undersigned is satisfied that the use of the hiring chart is a reasonable exercise of the Superintendent's authority under Article II, 1A. Accordingly, (1) the District may use the hiring chart,

21/ Indeed, the Steps D, H, and G, referred to in the individual teacher's contracts of Debra Arnold, Jeanette Eichsteadt, Rebecca Fox, Dana Glodowski, and Karyn O'Connor no longer exist in the 1993-94 schedule.

22/ Price did not have any direct knowledge of the manner in which the previous Superintendent used the hiring chart. Superintendent Barrows, who has been the Superintendent since July of 1988, has always used the hiring chart to place new hires.

regardless of whether or not the Association had previous knowledge of the hiring chart, 23/ and (2) the District does not have any contractual duty to bargain the use of the hiring chart.

Article I, Section 2

Each of the individual teacher's contracts contains the following language:

> IT IS FURTHER AGREED that this contract made and remaining subject to valid provisions of an applicable collective bargaining agreement and to applicable law, may be modified or terminated at any time during the term hereof by the written mutual agreement of the parties hereto. Further, this contract incorporates by reference the terms and conditions of the collective bargaining agreement in force and effect during the school year and is specifically made subject to and will be amended and modified to comply with the terms and provisions of any applicable collective bargaining agreement between the School Board and the bargaining representative for the Teacher entered into subsequent to the tender of this contract to the Teacher.

Thus, the Grievants were placed on notice that individual contracts are subject to modification by the terms and conditions of the parties' collective bargaining agreement.

The initial teacher's contracts provided to Debra Arnold, Jeanette Eichsteadt, Rebecca Fox, Dana Glodowski, and Karyn O'Connor projected a 1993-94 placement based upon the 1992-93 schedule. By amending the individual teacher's contracts of these Grievants to reflect the vertical step placement required by the 1993-94 collective bargaining agreement, the District did not unilaterally bargain with the Grievants, or otherwise abrogate the Association's Article I, Section 2, rights. Nor did District representatives abrogate the Association's Article 1, Section 2, rights when they met with individual Grievants to evaluate the Grievant's experience and discuss placement on the salary schedule.

CONCLUSION:

The District did not violate the collective bargaining agreement when it conformed the Grievants' individual teacher's contracts to the requirements of the 1993-94 contract. As discussed above, the "full recognition" proviso of the 1993-94 contract required the District to place the Grievants at the same vertical step on the salary schedule as returning teachers with the same experience. With the exception of O'Connor and Arnold, the record supports the District's assertion that the Grievants' final placement was on the same vertical step of the 1993-94 salary schedule as returning teachers with the

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23/ The hiring chart was developed under the administration of the previous District Superintendent. It is apparent that the current Superintendent assumed that the Association was aware of the hiring chart. Association witnesses deny having any knowledge of the hiring chart prior to this grievance.

same experience. 24/

Based upon the above and foregoing, and the record as a whole, the undersigned issues the following:

AWARD

1. The District did not violate the collective bargaining agreement by its salary schedule placement of newly hired, experienced teachers.

2. The grievance is denied and dismissed.

Dated at Madison, Wisconsin, this 1st day of December, 1994.

By Coleen A. Burns /s/
Coleen A. Burns, Arbitrator

24/ The District acknowledges that the final placement of Grievant Arnold at Step g1 was in error and that, based upon the hiring chart, Arnold should have been placed at Step f1. The District further acknowledges that the final placement of Grievant O'Connor at Step g1 was in error and that, based upon the hiring chart, O'Connor should have been placed at Step f1. Neither side asks the arbitrator to correct these errors by reducing Arnold and O'Connor to Step f1.