

BEFORE THE ARBITRATOR

In the Matter of the Arbitration
of a Dispute Between

SUN PRAIRIE EDUCATION ASSOCIATION

and

SUN PRAIRIE AREA SCHOOL DISTRICT

Case 94
No. 54028
MA-9527

Appearances:

Mr. A. Phillip Borkenhagen, Executive Director, Capital Area UniServ-North, 4800 Ivywood Trail, McFarland, Wisconsin 53558, appearing on behalf of the Association.

Godfrey & Kahn, S.C., Attorneys at Law, 131 West Wilson Street, Suite 202, P. O. Box 1110, Madison, Wisconsin 53701-1110, by Mr. Jon E. Anderson, appearing on behalf of the District.

INTERIM ARBITRATION AWARD

The Sun Prairie Education Association, hereafter Association, and Sun Prairie Area School District, hereafter District or Employer, are parties to a collective bargaining agreement which provides for the final and binding arbitration of grievances arising thereunder. The Association requested and the District concurred in the appointment of a Wisconsin Employment Relations Commission staff member to hear and decide the instant dispute. The undersigned was so appointed. The hearing was conducted in Madison, Wisconsin, on September 17, 1996. The hearing was transcribed and the record was closed on December 26, 1996, upon receipt of post-hearing written argument.

ISSUE:

Did the District violate the collective bargaining agreement when it increased the number of instructional minutes for music teachers?

If so, what is the appropriate remedy?

INTERIM AWARD

1. The District did not violate the collective bargaining agreement when it increased the number of instructional minutes for music teachers.
2. The grievance is denied and dismissed.

Dated at Madison, Wisconsin, this 23rd day of July, 1997.

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