

BEFORE THE ARBITRATOR

In the Matter of the Arbitration of a Dispute Between

SUPERIOR FEDERATION OF TEACHERS

and

SCHOOL DISTRICT OF SUPERIOR

Case 124

No. 59000

MA-11146

Appearances:

Mr. William Kalin, WFT Representative, and **Richard Riedasch**, Executive Secretary, appearing on behalf of the Union.

Hendricks, Knudson, Gee, Haydn, Torvinen & Weiby, S.C., by **Attorney Kenneth A. Knudson**, appearing on behalf of the District.

ARBITRATION AWARD

Superior Federation of Teachers, hereinafter referred to as the Union, and School District of Superior, hereinafter referred to as the District, are parties to a collective bargaining agreement which provides for the final and binding arbitration of disputes arising thereunder. The parties filed a request with the Wisconsin Employment Relations Commission to designate a staff member from a panel submitted by the parties to act as an arbitrator to hear and decide a grievance over the meaning and application of the terms of the agreement. The undersigned was so designated. Hearing was held in Superior, Wisconsin on August 22, 2000. The parties had requested an expedited arbitration and a "bench decision" and, after hearing on the matter, the parties made oral arguments in support of their respective positions.

Based on the record, the arguments of the parties and the rationale the undersigned orally made to the parties at the hearing, the undersigned confirms his

AWARD

The District did not violate the collective bargaining agreement in the teaching assignment of the grievant for the 2000-2001 school year, and therefore, the grievance is denied.

Dated at Madison, Wisconsin this 28th day of August, 2000.

Lionel L. Crowley /s/

Lionel L. Crowley, Arbitrator

