BEFORE THE ARBITRATOR

In the Matter of the Arbitration of a Dispute Between

ALTOONA EDUCATION ASSOCIATION

and

ALTOONA SCHOOL DISTRICT

Case 49
No. 65052
MA-13102

Appearances:

Fred Andrist, Executive Director, West Central Education Association, appeared on behalf of the Association.

Andrea Voelker and **Stephen Weld**, Attorneys, Weld, Riley, Prenn & Ricci, appeared on behalf of the District.

ARBITRATION AWARD

The above-captioned parties, hereinafter the Association and District, respectively, were parties to a collective bargaining agreement which provided for final and binding arbitration of grievances. Pursuant to the parties' request, the Wisconsin Employment Relations Commission appointed the undersigned to decide the Kim Youngberg grievance. A hearing was held on November 1, 2005, in Altoona, Wisconsin at which time the parties presented testimony, exhibits and other evidence that was relevant to that grievance. The hearing was not transcribed. The parties filed briefs by December 12, 2005. The District did not file a reply brief, but did file written comment on December 21, 2005 about an arbitration award referenced in the Association's brief. The Association filed a reply brief on December 27, 2005, whereupon the record was closed. Having considered the evidence, the arguments of the parties, the applicable provisions of the agreement and the record as a whole, the undersigned issues the following Award.

ISSUE

The parties did not stipulate to the issue to be decided herein. In their briefs, both sides framed the issue differently than what they proposed at the hearing. The wording which follows is what was contained in their brief. The Association frames the issue as:

> Does the contractual agreement permit the grievant to bump into part of another employee's position when she was notified by the District that her hours would be reduced from 100% to 75%? And if so, what is the appropriate remedy?

The District frames the issue as:

> Did the School District violate Section 2 of the February 21, 2005, Memorandum of Understanding when it denied the Grievant's request to bump into part of the other elementary art teacher's position? If so, what is the appropriate remedy?

I have not adopted either side's wording of the issue. Instead, my wording of the issue is as follows:

> Did the District violate the Memorandum of Understanding when it did not allow Youngberg, after being reduced from 100% to 75%, to bump into part of another employee's position in order to maintain her full-time status? If so, what is the appropriate remedy?

BACKGROUND

The District operates a public school system in Altoona, Wisconsin. The Association is the exclusive collective bargaining representative for the District's full-time and part-time teachers.

The record indicates that in the 1970's and 1980's, there were instances where full time high school teachers who faced reductions due to enrollment changes were allowed to take classes and/or supervisory assignments from middle school teachers in order to keep them (i.e. the high school teachers) at full time. This action was taken to avoid implementing a partial layoff.

. . .

In early 2005, the parties made certain changes to their existing 2003-2005 collective bargaining agreement. Specifically, they agreed to certain changes for Article V (which was entitled "Seniority") and Article VI (which was entitled "Lay-Off, Bumping and Transfer"). The changes were memorialized in a written document known as the Memorandum of Understanding (hereinafter MOU) which was executed by the parties on February 21, 2005. The MOU specifically indicated that the new language contained therein replaced the language in effect in the parties' 2003-2005 collective bargaining agreement. The part of the MOU pertinent to this case is as follows:

MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding between the Altoona School District and the Altoona Education Association concerning an agreed upon change to the 2003-2005 Master Agreement.

By virtue of this Memorandum of Understanding the contract language found below will replace the corresponding language presently found in the Master Agreement and shall remain in the document until such time as the parties negotiate a change.

. . .

ARTICLE VI – LAY-OFF, BUMPING AND TRANSFER

Section 1. Lay-Off Procedure

In the event the Board of Education determines to reduce the number of employee positions (full layoff) or the number of hours in an employee position (partial layoff), the procedures set forth in this Article shall apply. All layoffs must be directly related to, and limited to the minimum reductions needed to accomplish, the Board's stated purpose(s) for the layoff(s).

Layoffs will be based on seniority as defined Article V, Section 1 with the person with the least amount of seniority being subject to layoff. Employees designated for layoffs may avail themselves of the provision of Article VI, Section 2 of this agreement.

. . .

Section 2. Bumping

Any employee of the bargaining unit whose position is identified for lay-off may elect to bump into a position occupied by an employee with lower seniority, under the condition that the more senior employee has certification or the qualifications to be certified to perform the duties of the position. The lower seniority teacher will then be in the position identified for lay-off and can utilize the provisions of this section, if appropriate. Any employee utilizing the provisions of this section must notify the Employer of their intent to do so at the time of or within ten (10) work days following notice of impending lay-off.

. . .

FACTS

For the past several years, the District has used a team unit (teaching) delivery system at both the elementary and middle school level. This team unit (teaching) delivery system is called the "special team" at the elementary school and the "exploratory team" at the middle school. The "special team" at the elementary school consists of two part-time art teachers, two part-time physical education teachers, two part-time music teachers and two part-time writing instructors. The teaching schedule for the "special team" unit includes team planning time. The District characterizes this planning time as mandatory, but the kindergarten physical education teacher does not attend because of a scheduling conflict.

As was just noted, the teaching unit at the middle school that is comparable to the elementary school "special team" unit is the "exploratory team". The teaching schedule for the "exploratory team" teaching unit at the middle school also includes team planning time. This team planning time is not mandatory.

. . .

Kim Youngberg teaches art at the middle school and the high school, but mainly at the middle school. She is part of the "exploratory team" teaching unit at the middle school. Youngberg started with the District in 1999 as a part-time teacher and stayed at part-time for five years. In the 2004-05 school year, her work status changed from 75% to 100% (i.e. full time). The reason her position increased to full-time that year was because special funding was available under the WINGS program. WINGS is an acronym standing for Winning Initiation for Ninth Grade Students. As the name indicates, WINGS was limited to the 9th Grade. 25% of the funding for Youngberg's full-time position came from WINGS. Her schedule in the 2004-05 school year was as follows:

7:51 – 8:41	WINGS
8:44 – 9:29	HS Art
9:32 – 10:17	6th Grade Art
10:20 – 11:05	Study Hall
11:08 – 12:23	Lunch plus Prep
12:26 – 1:12	5th Grade Art M/W/F
1:15 – 2:01	7th Grade Art
2:04 – 2:50	8th Grade Art

In April, 2005, a District referendum failed, and the School Board decided to cut the District's budget for the upcoming 2005-06 school year by $634,000. It did this by cutting staff and programs. The resulting teacher layoffs which occurred were the first in decades. One of the programs which was eliminated for the 2005-2006 school year was the WINGS program.

The Board's decision to eliminate the WINGS program affected several teaching positions. As an example, the 9th Grade English teacher was reduced from full time to 50%. The affected teaching position relevant to this case was a full time art position. The elimination of WINGS from that full time art position reduced it to 75%. This reduction saved the District $12,000. Conversely, the affected teacher had their income cut by the same amount.

Youngberg was the art teacher whose position was cut because of the loss of WINGS funding. She was reduced from a 100% position to a 75% position. This reduction was accomplished through the elimination of a WINGS class. This reduction in hours returned her to the same percentage employment status she had in the 2003-04 school year (i.e. 75%).

Upon receiving notification of the reduction in hours for her position for the 2005-06 school year, Youngberg notified the District that she wanted to bump into enough of Tom Bergraff's art position so that she (Youngberg) would remain at full-time. Bergraff is a part-time elementary art teacher with a .67 FTE (i.e. a 67%) position. Bergraff is less senior than Youngberg. Youngberg and Bergraff have the same certification (i.e. K-12).

On April 25, 2005, Elementary Principal Chelsea Engen denied Youngberg's request to bump into part of Bergraff's position to keep her (Youngberg) at full-time. Engen's denial stated in pertinent part: "you may bump a position occupied by an employee with lower seniority, not part of a position."

After Principal Engen denied Youngberg's request to bump into part of Bergraff's position, Youngberg proposed a schedule for herself for the 2005-06 school year whereby she would maintain full-time status. Her proposed schedule was as follows:

7:50 – 8:30	Either one of Dick's classes, study hall or prep
8:36 – 9:25	Either one of Dick's classes, study hall or prep
9:30 – 10:15	6th Grade Art
10:18 – 11:00	Kindergarten Art
11:00 – 12:25	Lunch plus either one of Dick's classes, study hall or prep
12:25 – 1:15	5th grade Art

1:20 – 2:00 7th grade Art

2:02 – 2:50 Kindergarten Art

The District considered Youngberg's proposed schedule, but decided not to use it. (Note: The District's rationale for its decision is listed elsewhere in this Award).

Youngberg grieved the District's failure to let her bump into part of Bergraff's position so that she (Youngberg) would remain full time. The grievance was processed through the contractual grievance procedure and was ultimately appealed to arbitration.

POSITIONS OF THE PARTIES

Association

The Association argues that the MOU permits a teacher who faces a full or partial layoff to bump into part of another employee's position in order to keep their full-time status. Here, though, the District did not allow the grievant to bump into part of another art teacher's position. Since the District did not allow that to happen, it is the Association's position that the District violated the MOU. It elaborates on that contention as follows.

First, the Association focuses attention on the word "position" which is used in the MOU and is the word at issue herein. According to the Association, a "position" is a 100% position. The Association argues in its brief "that the word position is qualified by the percentage of time associated with that position. In other words, a full-time position is different than a part-time position." The Association contends that is the common meaning of that term, and it certainly was the Association's understanding of that term when it negotiated the MOU that a senior full-time employee who lost some assignments could bump into partial assignments of a less senior teacher in order to preserve their full-time status. It notes that the District never said otherwise when the language was negotiated. It cites Elkouri for the proposition that the District had the opportunity in bargaining the MOU to clarify their intended meaning of the term "position", but did not do so. That being so, it is the Association's view that their interpretation of the word "position" in the MOU is more reasonable than the District's proposed interpretation of that word.

Second, the Association asserts that the parties' history supports the Association's interpretation of the word "position". Specifically, it avers that the District's practice was to "mix and match schedules to facilitate full time contracts." According to the Association, teachers were allowed to bump into another teacher's assignment(s), in full or in part, and take assignment(s) from other teachers, to maintain their full-time status. In support thereof, it cites Darryl Schaefer's testimony that he lost particular assignments in the past, and was allowed to reconfigure his assignment to maintain a full-time position. The Association avers that it expected the same thing to occur with regard to the grievant's reduction in hours, namely that the District would preserve her full-time status. However, it did not. As the Association sees it, the District should have done more than it did to keep the grievant at full time.

Third, the Association notes that other arbitrators have found that full time teachers can bump into portions of the assignments held by less senior teachers in order to retain a full time position. In support thereof, it cites the decision issued by Arbitrator McGilligan in LAKE HOLCOMBE SCHOOL DISTRICT. According to the Association, the contract language in that case is similar to what is involved here, and the parties' arguments are similar too. Since the Arbitrator in that case ruled in favor of the Association, the Association asks this Arbitrator to do likewise.

Fourth, the Association maintains that the District made the staffing decision involved herein, at least in part, for the following reasons: programming (i.e. planning time and team planning), the other art teacher's "flexibility", and how hard it would be to find a 25% art teacher. According to the Association, the staffing decision should not have been based on those reasons, but rather should have been based on the contract language. The Association contends that if the contract prevents the District from accomplishing what they want in programming, then the proper place to address it is in negotiations.

Finally, the Association asserts that the District could have maintained the grievant at full time if they had simply used the schedule which she proposed. According to the Association, her proposed schedule is not "impossible" as the District alleges. The Association submits that her proposed schedule would work, but the District is simply unwilling to allow it to happen.

The Association therefore requests that the grievance be sustained. As a remedy, the Association asks for the following: 1) that the grievant be awarded a full-time contract; 2) that she be made whole; 3) that this make-whole amount include interest; and 4) that the Arbitrator issue a directive that henceforth when layoffs occur, the District shall "make all reasonable efforts to maintain full time positions."

District

The District contends that it did not violate the MOU when it did not allow the grievant, after being partially laid off, to bump a portion of another teacher's position in order to maintain her full-time status. It elaborates as follows.

The District notes at the outset that when the original grievance was filed, it did not contest the District's right to, or its decision to, eliminate the WINGS program or reduce the grievant's employment from full-time to 75%. The District avers that at the hearing though, the Association attempted to frame the issue so as to expand the original grievance to contest those District decisions. As the District sees it, those decisions are not at issue herein; instead, the issue is whether the MOU permits partial bumping.

The District argues that the MOU does not permit partial bumping. To support that contention, it relies on the language in Section 2 wherein it references "a position". According to the District, that phrase is significant because the word "position" was not modified by

additional verbiage, such as “part of” or “hours of”. Thus, if an employee elects to bump, then he/she must “bump into a position”. The District asks rhetorically what is a position? It answers that question by quoting Arbitrator Nielsen in LAKE GENEVA JT. SCHOOL DISTRICT #1, wherein he opined:

> A "position" is a bundle of duties (in the case of teachers, a bundle of classes and/or supervisions) tied together into a job, created by management to accomplish the educational and administrative goals of the District. Balkanizing positions into separate class and supervision components for bumping purposes suggests that teachers in a layoff setting may design their own jobs. If a "position" is the same as a "class", why could not a full-time teacher facing layoff take individual classes from a number of junior teachers to create a job, leaving those teachers to cherry-pick the classes they desired from other less senior teachers, and so on throughout the District?

It also cites Arbitrator Greco’s award in SHEBOYGAN AREA SCHOOLS, wherein he held that a “position” encompasses all of the duties of a particular employee, and that the contract did not allow employees to seize portions of other jobs since the language did not explicitly permit it. The District submits that those decisions support its position that the phrase “a position” is simply not susceptible to an interpretation that gives a teacher facing a reduction in hours the right to claim individual classes from another teacher’s schedule in order to maintain his/her (existing) full-time status. With regard to the LAKE HOLCOMBE decision cited by the Association, the District avers that the Arbitrator in that case did not address the issue of partial bumping.

Applying its proposed interpretation of the phrase “a position” here, the District submits that after the grievant was notified that her position was going to be reduced to a 75% position, she could have bumped into Bergraff’s 67% position. However, she did not elect to do that (i.e. bump into Bergraff’s entire position). Instead, she requested to bump into just a portion of Bergraff’s position at the elementary school. The District contends that was not permitted by the MOU because Section 2 does not permit employees to displace portions of other teachers’ duties (to maintain their FTE status). The District argues that if the Arbitrator grants the Association’s requested remedy (i.e. bumping into part of a position), he will be adding words to the contract that are not currently there.

Next, the District contends that its previous efforts to work with the Association to maintain the hours of its teachers due to changes in enrollment or class selection does not contractually obligate it to permit the grievant to bump into part of another position in order to maintain her status in the event of a layoff. The District asserts that what it did in the past was to work with the Association to resolve class scheduling issues to avoid layoffs. It avers that is very different from the instant situation which involves the bumping rights of an individual once a layoff has been determined to be necessary. According to the District, the two scenarios are not analogous because working together on class scheduling issues is not a contractually mandated process while there is specific language addressing bumping rights in the MOU.

Next, the District defends its decision to not use the work schedule which the grievant proposed. It contends that the reason it did not use the grievant's proposed schedule was because it would negatively affect the "special team" teaching unit at the elementary school and the "exploratory team" teaching unit at the middle school, and would interfere with the District's interest in maintaining staff and curriculum consistency at the elementary school level. It expounds as follows. First, it avers that if it had allowed Youngberg to bump into part of Bergraff's position (so that Youngberg stayed at full time and Bergraff was reduced to 42%), this would make it impossible for Youngberg to participate in team planning sessions at the elementary and the middle schools. Second, as the District sees it, the grievant's proposed schedule completely hinges on a more senior full-time art teacher (Dick Milheiser) at the high school volunteering to trade classes with the grievant. The District questions whether that is feasible. Third, the District notes that the grievant's proposed schedule provides that from 11:00 a.m. to 12:25 p.m. each day, the grievant will be at lunch and then take either one of Milheiser's classes, study hall, or prep. However, on Mondays from 11:35 a.m. until 12:15 p.m., the elementary "special team" meets with 1st grade teachers, and on Tuesdays from 12:00 p.m. until 12:30 p.m. the "special team" has their team planning time (and, if needed, on Wednesdays, Thursdays and Fridays at the same time). The District cites the testimony of Principal Engen and District Administrator Fahrman that attendance at team planning time is mandatory and notes that Bergraff attends this team planning time. The District avers that the grievant's proposed schedule simply does not permit her to attend this team planning time. Fourth, the District asserts that the grievant's proposed schedule has her hopping from school building to school building within very short periods of time. For example, she would be going from 6th grade art in the middle school (9:30 a.m. – 10:15 a.m.) to kindergarten art (10:18 – 11:00) in the elementary school with only three minutes separating the classes. The District acknowledges that teachers have been allowed to switch between buildings in the past, but it maintains that the administration has more recently attempted to avoid such situations.

Finally, the District argues that the evidence does not show that the available positions were somehow gerrymandered into odd-class combinations in order to frustrate the grievant's seniority rights. In support thereof, it notes that prior to the 2004-2005 school year, the grievant's part-time art teacher position was never more than a 75% position. The 2004-2005 school year was the only school year in which she had a full-time position. When the WINGS program was cut, the District returned her to her prior 75% status. The District asserts it did not radically reorganize the art department or the art class schedules in order to prevent the grievant from exercising her seniority rights because very little "schedule-wise" changed in the art department in order to effect the reduction.

It therefore asks that the grievance be denied.

DISCUSSION

Since the parties did not stipulate to the issue to be decided herein, I have decided to begin my discussion by first addressing the scope of the grievance and thus the scope of this

decision. As was noted in the last paragraph of the **FACTS** section, Youngberg grieved the District's failure to let her bump into part of Bergraff's position so that she (Youngberg) would remain full-time. This grievance did not contest the District's right to, or its decision to, eliminate the WINGS program which, in turn, resulted in the grievant's reduction from 100% to 75%. At the hearing though, it certainly appeared that the Association was seeking to expand the grievance to contest both of those decisions because the Association's proposed wording of the issue was this: "Did the District violate the collective bargaining agreement when it reduced the grievant's contract from 100% to 75% effective with the 2005-06 school year?" In its brief, the Association revised its wording of the issue and essentially dropped its challenge to the grievant's reduction *per se*. Instead, its proposed wording dealt with the grievant's bumping rights after that partial layoff decision was made by the District. While the Association's wording of the issue was still different from the District's wording (following the Association's revision), both sides now see this case as involving the grievant's bumping rights after she was reduced from 100% to 75%.

Having just identified the scope of the grievance and thus the scope of this decision, the focus now turns to the issue to be decided herein. I find that the issue is whether the District violated the MOU when it did not allow Youngberg, after being reduced from 100% to 75%, to bump into part of another employee's position in order to maintain her full time status. Based on the rationale which follows, I answer that question in the negative, meaning that the District did not violate the MOU by refusing to allow the partial bumping sought by Youngberg.

My discussion is structured as follows. First, I will address the pertinent contract language. Then, I will address certain evidence external to the agreement. The evidence I am referring to involves the District's previous actions and the parties' bargaining history. Finally, I will address the other issues raised by the parties.

I begin my discussion on the contract language by noting where the contract language is found. Normally in a contract interpretation case such as this, the language which is being interpreted is found in the collective bargaining agreement. In this case, though, the language is found in the MOU that the parties negotiated to supplement their existing collective bargaining agreement. In that MOU, they made certain changes to Articles V and VI. Some of the language in Article VI is involved herein. While the language will be addressed in more detail below, it suffices to say here that the language contemplates both full layoffs and reductions in hours (i.e. partial layoffs), and allows bumping on the basis of seniority and certification.

The pertinent language will now be addressed in more detail. The first sentence in Section 1 (the layoff procedure section) says "in the event the Board of Education determines to reduce the number of employee positions (full layoff) or the number of hours in an employee position (partial layoff), the procedures set forth in this Article shall apply." In this case, the Board of Education decided to eliminate the WINGS program which, in turn, resulted in the grievant's hours being cut from 100% to 75%. After this happened, she had the right to bump.

The bumping language is found in Article VI, Section 2. The first sentence of that section states: "Any employee of the bargaining unit whose position is identified for layoff may elect to bump into a position occupied by an employee with lower seniority, under the condition that the more senior employee has certification or the qualifications to be certified to perform the duties of the position." This language allows bumping on the basis of seniority and certification. When that language is applied to the instant facts, it means that after Youngberg was notified that her position was going to be cut from 100% to 75%, she could have completely bumped Bergraff out of his elementary art position because she (Youngberg) was more senior than he and was certified to teach elementary art. However, Youngberg did not do that. The reason is this: Bergraff did not have a full time position; instead, he held a 67% position. That was less than what Youngberg held after her reduction to 75%. Had she bumped into Bergraff's (entire) 67% position (in lieu of her 75% position), she would have reduced her paycheck even further. Additionally, she could not assume all of Bergraff's position – in addition to her own position – because adding a 67% position to a 75% position would give her substantially more than a 100% position.

Given the foregoing, Youngberg decided on a different tactic. Specifically, she asked to bump into part of Bergraff's position. Although the "part" was not specifically identified in the grievance, it is clear that she sought 25% of Bergraff's position because that percentage, when added to her (existing) 75% position, would keep her at full time status.

The contractual question posed herein is whether the MOU permits partial bumping. I find it does not. Here's why. As previously noted, the first sentence of Section 2 references "a position" when describing an employee's bumping rights. As I see it, the use of the phrase "a position" is significant because while the layoff language references both "full layoffs" and "partial layoffs", bumping is done by "position". Thus, after a layoff occurs (i.e. either a full layoff or a partial layoff), and the employee elects to bump someone else (assuming they have seniority and the requisite certification), they have to bump into "a position". Had the parties intended to provide for partial bumping, they could have accomplished that goal by including verbiage such as "part of" or "hours of" before the phrase "a position". They did not do so. Thus, the language at issue here (i.e. the phrase "a position") is not preceded or modified by any other verbiage such as "part of" or "hours of". Since the phrase "a position" is not preceded or modified by such qualifiers, I conclude that the phrase "a position" does not cover partial bumping. Were I to interpret the phrase "a position" to cover partial bumping, I would have to add something to the language that presently is not there.

In so finding, I concur with the holding Arbitrator Nielsen made in LAKE GENEVA JT. SCHOOL DISTRICT NO. 1. He found that the contract he was interpreting (in that case) was not susceptible to an interpretation that gave the grievant therein the right to bump into part of another position (and claim individual classes from another teacher's schedule) in order to maintain her FTE. I find likewise herein. With regard to the LAKE HOLCOMBE SCHOOL DISTRICT award cited by the Association, I find that award is inapplicable here because nowhere in that award did the arbitrator explicitly address the issue of partial bumping (which, of course, is the focus of this case).

Next, the contract interpretation just made is not altered by the fact that there were instances in the 1970's and 1980's where full time high school teachers who faced reductions in hours due to enrollment changes were allowed to take classes and/or supervisory assignments from middle school teachers in order to keep them (i.e. the high school teachers) at full time. Here's why. Those District actions (i.e. where the District took certain steps to keep its high school teachers at full time) were not taken because of a contractually-mandated bumping process. Instead, those actions were taken by the District to avoid implementing partial layoffs. That is different from the instant situation which involves the bumping rights of a teacher after the Board explored all other options and decided that a partial layoff was necessary. The grievant's bumping rights (following her reduction in hours) are governed by the MOU.

I also find there is nothing in the parties' bargaining history which requires a different result from the conclusion reached above. Here's why. Bargaining history is a form of evidence commonly used by arbitrators to help them interpret contract language. If the bargaining history evidence herein showed that when the parties negotiated the MOU they mutually intended that the phrase "a position" permitted partial bumping, then it would certainly be a circumvention of the bargaining process for me to interpret the language to preclude partial bumping. However, the bargaining history evidence does not show that. All it shows is that the parties ultimately agreed on the language which was incorporated into Section 2 of the MOU. There is nothing in the parties' bargaining history that indicates that when they negotiated Section 2, they mutually intended for it to permit partial bumping. The Association points the finger of blame, so to speak, for this situation on the District and contends that the District failed to clearly communicate to the Association that Section 2 precluded partial bumping. Certainly it would have been better if that had happened. Be that as it may, miscommunications about the meaning of contract language occur all the time in bargaining. When disputes subsequently arise as to the meaning of that language, arbitrators usually hold that the clear and express language controls; not what a party failed to say in bargaining about that language. Application of that arbitral principle here means that the Association is stuck with the clear and express language it accepted in bargaining.

The focus now turns to the parties' remaining arguments.

The evidence does not show that either Bergraff's or Youngberg's art positions were gerrymandered into odd-class combinations in order to frustrate Youngberg's seniority rights. The following shows this. Prior to the 2004-05 school year, Youngberg never had more than a 75% position. The only year she was full time was 2004-05 when WINGS was added to her schedule. When the WINGS program was cut, Youngberg was returned to 75% status. This reduction was accomplished by eliminating her WINGS class. That's it. That being so, it cannot be said that the District radically reorganized the art department or the art class schedules in order to prevent Youngberg from exercising her seniority rights.

Finally, since the District was not contractually obligated to permit Youngberg to bump into part of another position, it logically follows that the District did not have to adopt the

work schedule which she proposed to keep her full time status. Given that finding, no need exists to review the various reasons proffered by the District for not adopting that schedule. As a result, no comments are made concerning same.

In light of the above, it is my

AWARD

That the District did not violate the Memorandum of Understanding when it did not allow Youngberg, after being reduced from 100% to 75%, to bump into part of another employee's position in order to maintain her full time status. Therefore, the grievance is denied.

Dated at Madison, Wisconsin, this 20th day of March, 2006.

Raleigh Jones /s/
Raleigh Jones, Arbitrator

REJ/gjc
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