BEFORE THE ARBITRATOR

In the Matter of the Arbitration of a Dispute Between

BALDWIN-WOODVILLE AREA SCHOOL DISTRICT

and

WEST CENTRAL EDUCATION ASSOCIATION

Case 18
No. 66537
MA-13553

Appearances:

Brett J. Pickerign, Executive Director, West Central Education Association, 105 21st Street North, Menomonie, Wisconsin 54751, appearing on behalf of the West Central Education Association.

Andrea M. Voelker, Weld, Riley, Prenn & Ricci, 3624 Oakwood Hills Pkwy. P.O. Box 1030, Eau Claire, Wisconsin 54702-1030, appearing on behalf of the Baldwin-Woodville Area School District.

ARBITRATION AWARD

The Baldwin-Woodville Area School District, hereinafter District or Employer, and the West Central Education Association, Baldwin-Woodville Unit, hereinafter Association, are parties to a collective bargaining agreement covering the period July 1, 2005 through June 30, 2007 that 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 WERC Commissioner or staff member to serve as the sole arbitrator of the instant dispute. Commissioner Susan J.M. Bauman was so appointed. A hearing was held on May 17, 2007 in Baldwin, Wisconsin. The hearing was not transcribed. The record was closed on July 23, 2007, upon receipt of all written argument.

Having considered the evidence, the arguments of the parties, the relevant contract language, and the record as a whole, the Undersigned makes the following Award.

ISSUE

The parties were unable to stipulate to the issue to be decided, and agreed to allow the arbitrator to frame the issue based upon the parties' proposed issues and the evidence and arguments presented. The Association's suggested statement of the issue is:

> Did the District violate the Contractual Agreement between the Baldwin-Woodville School District and the West Central Education Association when it failed to pay Brenda Bergquist at the wage rate appropriate to her recognized level of educational achievement for the school years 2005-2006 and 2006-2007? And if so, what is the appropriate remedy?

The Employer frames the issue as:

> Did the District violate Article II, Section A, of the parties 2005-2007 collective bargaining agreement when it denied Ms. Bergquist's request to move to the MA+24 lane on the salary schedule? If so, what is the appropriate remedy?

Based on the evidence and arguments presented, the undersigned adopts the following statement of the issue:

> Did the District violate the collective bargaining agreement when it denied Ms. Bergquist's request to be placed on the MA+24 lane on the salary schedule? If so, what is the appropriate remedy?

BACKGROUND and FACTS

The essential facts of this case are quite straight-forward and not in dispute. Grievant Brenda Bergquist is an employee of the District. She was hired nine (9) years ago to serve in the position of school psychologist. She continues to hold this position, although she has assumed additional duties relative to special education students. As a condition of her employment as a school psychologist, Ms. Bergquist is required to possess a valid license from the State of Wisconsin Department of Public Instruction (DPI) as a school psychologist (category 62) or (61), must possess at least a Master's degree from an accredited institution of higher learning, must have experience working in the public schools, as well other requirements relating to health, stamina, and interpersonal relationships. The Grievant was fully qualified for the position when she was initially employed, and she continues to be fully qualified for it now.

In order to obtain a school psychologist license 61, one must have completed a Master's degree plus an additional 30 credits. In order to obtain the category 62 license as a school psychologist, one must have three (3) years experience as a school psychologist and an additional six (6) credits. A category 62 license is renewable if, within the five (5) years preceeding the next license begin date, the licensee has successfully completed six (6) semester credits or a Professional Development Plan as verified by a Professional Development Team.

Prior to her hire by the District, Ms. Bergquist was employed by the Mounds View Public Schools, St. Paul, Minnesota, as a school psychologist. For the school year 1993-1994, Ms. Bergquist was placed on the MA+60 training level. Ms. Bergquist also served in the Ellsworth School District for three (3) years prior to her hire by Baldwin-Woodville Area School District. Ms. Bergquist's current licensure is a 62 School Psychologist license, valid for the period July 1, 2006 through June 30, 2011. In other words, Ms. Bergquist has earned additional graduate credits since she was hired by the District.

When the Grievant was initially hired for the 1998–1999 school year, her individual teacher contract placed her degree level at MA+16, the highest lane on the Baldwin-Woodville teacher salary schedule at that time, and she was placed at step 5 of the salary schedule. According to Ms. Bergquist, at the time of her hire she discussed the fact that she had significantly more than 16 credits beyond her Master's degree. She was placed on the MA+16 lane because that was the highest educational level available. Although she thought this was rather unusual, as most district salary schedules went to at least MA+30, she accepted the contract. She was not told that she would not get credit in the future for the credits she had earned prior to her hire, should additional lanes be added to the salary schedule, and she "understood" that she would be placed on new lanes if they were added.

During negotiations for the July 1, 2005 through June 30, 2007 collective bargaining agreement, the parties agreed to create a new lane, MA+24. After the end of the 2005–2006 school year, Ms. Bergquist requested a lane change, from MA+16 to MA+24 for the 2006–2007 school year.

Ms. Bergquist acknowledges that she did not get prior approval for any of the courses that she has taken since her initial employment with the District, as she was already at the top of the schedule. She seeks lane movement based on the educational credits that she had earned prior to her employment with the District.

Additional facts will be included in the Discussion, below.

RELEVANT CONTRACT PROVISIONS

ARTICLE II – PROFESSIONAL IMPROVEMENT REQUIREMENTS

> A. To advance from one column to the next on the salary schedule, one must earn 8, 16, 24, 32, 40 semester graduate credits, a Master's degree, a Master's degree plus 8, 16, 24 graduate credits, as indicated in *ARTICLE IX, SCHEDULES A & B – BASE SALARY*. Graduate credits for advancement to any lane must be prior approved by the Superintendent. The Superintendent will approve any graduate credits taken as part of a Master's degree program and/or

graduate credits in the teacher's area of certification. The Superintendent may approve course work outside of the teacher's area of certification.

. . .

C. Teacher contracts that need to be adjusted because of increased professional preparation will be adjusted in September of that year following receipt of evidence of increased professional preparation.

ARTICLE VII – BINDING ARBITRATION

. . .

E. It is understood that the function of the arbitrator shall be to provide an opinion as to the interpretation and application of specific terms of this Agreement. The arbitrator shall not have power, without specific consent of the parties, to either advise on salary adjustments, except as to the improper application thereof, or to issue any opinions that would have the parties add to, subtract from, modify or amend any terms of this Agreement. The decision of the arbitrator will be final and binding on both parties.

ARTICLE IX – COMPENSATION

A. Work must be satisfactory to advance on schedule. If a year is lost due to partially unsatisfactory work, it can only be made up by an additional year of experience. No teacher shall be held from advancement on schedule except for cause as determined under the evaluation procedure in ARTICLE X.

B. Outside experience shall be established at the time of employment. After this level is established, it is considered the starting base and is not open for reconsideration.

. . .

SCHEDULE A

[salary grid]

Graduate credits for advancement to the BA+40 and/or the MA+24 lane must be earned after September 1, 1989, and be in the teacher's major unless by prior approval of the Superintendent.

POSITIONS OF THE PARTIES

The Association argues that the Grievant was hired with a Master's degree plus an additional 70 credits beyond that degree, that she could not do her job without a valid license from the State of Wisconsin, and to obtain that license, she must have a minimum of 24 credits beyond her Master's degree. At the time of her hire, Ms. Bergquist provided the District with transcripts of her educational achievement, as well as the required certification for her position. Thus, the District was aware of her level of education at the time of her hire, but because the highest level of educational achievement then recognized by the collective bargaining agreement between the District and the Association was MA+16, Ms. Bergquist was placed at that level. Despite its knowledge of Ms. Bergquist's having obtained credits prior to her hire, the District denied her request to advance to the MA+24 level because there was "no record of you obtaining prior approval of graduate credits for advancement to MA+24."

A primary rule of contract interpretation requires that the document be construed as a whole, that all words and phrases must be given meaning. The Association contends that there are three areas of the contract which the District's interpretation either contradicts or renders meaningless: The language appended to Schedule A, Article II which only relates to post employment credits and the word "experience" in Article IX, Section B.

Schedule A of the collective bargaining agreement is the salary schedule agreed to between the District and the Association. The text beneath the actual salary schedule reads: "Graduate credits for advancement to the BA+40 and/or the MA+24 lane must be earned after September 1, 1989, and be in the teacher's major unless by prior approval of the Superintendent." It is the position of the Association that the conditions for lane change, that the credits be earned after September 1, 1989 and be in the teacher's major, were met by Ms. Bergquist. Thus, she should be placed in the MA+24 lane. The testimony of Superintendent Helland that this language was a mistake, and that he gave no meaning to this language that contradicts Article II A, runs contrary to accepted contract interpretation methods. Helland contended that it was an error to not change the date to September 1, 2005, even though the District did not discuss this possible change at the bargaining table and the District drafted the contract language. However, the District has failed to demonstrate any evidence of a mutual mistake or drafting error.

According to the Association, Article II of the contract applies only to advancement on lanes from "professional improvement" and is not relevant to this matter. The language requiring prior approval, in particular, supports the concept that this Article applies to credits earned after securing employment with the District, not to the Grievant's situation. In support of this argument, the Association quotes from Arbitrator Levitan's decision in SCHOOL DISTRICT OF BALDWIN-WOODVILLE, MA-13486 (LEVITAN, 4/07).

Finally, the Association argues that the term "experience" in Article IX, Section B does not refer to educational level, but rather to teaching and other experience a teacher had prior to employment by the District which is utilized by the Superintendent in initially placing a teacher at a step on the salary schedule. In support of this contention, the Association refers to an earlier arbitration award between these parties, MA-11684 (BURNS, 9/02), which discusses, at length, the fact that the steps of the salary schedule, rather than the lanes, reflect teaching experience.

It is the position of the Association that its interpretation of the contract is the only reading of the entire agreement that is consistent and makes sense in the current situation. Additionally, this interpretation produces the most fair and equitable result. Accordingly, the Association requests that the grievance be sustained and that Ms. Bergquist be placed on the salary schedule commensurate with her educational achievement and that she be awarded appropriate back pay.

The District contends that it complied with the terms and conditions of the 2005-2007 collective bargaining agreement. In support of its position it refers first to Section B of Article IX wherein the agreement requires that outside experience shall be established at the time of initial hire and is not open for reconsideration at a later time. It is the District's contention that "outside experience" refers to both educational achievement and prior employment. The Employer acknowledges that Ms. Bergquist may have been eligible for a "higher" lane placement at the time of her hire, had such been available at the time. However, it was not available. Ms. Bergquist was placed at the "highest" level then available and this is not open for reconsideration. Thus, any lane changes that Ms. Bergquist might make since her initial hire would have to be based on educational credits earned after her employment by the District commenced.

In order to advance on the salary schedule based on professional improvements, Ms. Bergquist would have to comply with the requirements of Article II of the Agreement which requires that she receive prior approval of her graduate credits from the Superintendent if the credits are to enable lane movement. Ms. Bergquist admitted that she did not comply with this explicit requirement, that she was aware of it, but that since she was already at the highest lane on the schedule, she did not comply with it.

The District argues that it never told the Grievant, explicitly or implicitly, that she did not need to obtain prior approval. This was a decision that the Grievant made on her own. There is no evidence of any other teacher advancing a lane without having obtained prior approval of the credits, and the Grievant's failure to do so is fatal to the instant grievance. The language of Article II, Section A which provides that the Superintendent "will approve any graduate credits taken as part of a Master's degree program and/or in the teacher's area of certification" in no way relieves a teacher from the prior approval requirement.

The District acknowledges that the language on Schedule A conflicts with the more specific language of Article II, Section A, but it argues that there is no evidence that such language has ever been applied. The Superintendent testified that it is "leftover" language that should have been deleted and not modified with the addition of the new MA+24 lane. For the 15 years prior to the 2005-2007 agreement, the language in question made reference to the MA+16 lane and was added to the agreement during negotiations for the 1989-1990 agreement when the BA+40 and MA+16 lanes were added to the salary schedule. It is logical that only credits earned after the start of that contract year would be eligible for advancement to the new lanes. The purpose of adding the lanes then, and now, is to encourage further professional development. The language in question remained in Schedule A for historical purposes and was never applied. Someone changed the MA+16 reference to MA+24 when the new lane was added.

The District acknowledges that it prepared the 2005-2007 agreement, but Helland does not know why the change was made, as it was never part of the parties' agreement or discussions at the bargaining table. Had the 1989 date been updated to 2005, the sentence would be more plausible, though continuing to conflict with Article II. However, the Union did not offer any evidence refuting Mr. Helland's testimony that the sentence at issue has not been applied to teachers for several years.

Even assuming *arguendo* that the first sentence of Schedule A should be applied to the grievant, Ms. Bergquist would still be ineligible for advancement as she never demonstrated to the District that the credits she earned after being hired were in her major. Her request to move to the MA+24 lane included her transcript detailing credits earned prior to her hire by the District.

In response to the Association's argument that the Grievant's eligibility for placement on the MA+24 step is a matter of deduction from the DPI requirement for the category 61 or category 62 School Psychologist license, the District contends that the Union is asking the District to adopt a credit-by-inference policy whereby credits that an employee could reasonably be believed to have obtained are inferred to exist. However, the District requires proof, as detailed in Article II, and the grievant has offered none.

Finally, the District points to its long-standing practice of requiring prior approval of graduate credits in order to advance on the salary schedule as a reason to deny the grievance. The District offers proof of its past practice because the language in Schedule A conflicts with the clear and unambiguous language of Article II, Section A. The District contends that its practice of requiring prior approval is unequivocal, clearly enunciated and acted upon, and readily ascertainable over a reasonable period of time as a fixed and established practice accepted by the parties. After a review of the practices that have been utilized by the District and uncontested by the Association, the District concludes that the only person whose credits have not been approved are those of the Grievant, as she was the only person seeking movement on the salary schedule without prior approval of graduate credits. Accordingly, the grievance should be denied.

DISCUSSION

Brenda Bergquist was hired by the District after she had obtained a Master's degree and more than 24 additional credits.[1] At that time, 1998, and at all times since then until negotiations were completed for the collective bargaining agreement covering the period July 1, 2005 though June 30, 2007 on February 27, 2006[2], the highest level of educational achievement recognized by the salary schedule included in the collective bargaining agreement was 16 credits beyond a Master's degree. At issue in this case is the question of whether Ms. Bergquist is entitled, by virtue of having achieved at least 24 credits after her Master's degree prior to her hire, to move to the MA+24 lane on the salary schedule.

The District, premised on two portions of the collective bargaining agreement, argues that Ms. Bergquist is not entitled to such movement. The first section relied on by the District is Article II, Section A, "Professional Improvement Requirements" which requires that "Graduate credits for advancement to any lane must be prior approved by the Superintendent." In fact, the District frames the issue in this matter as questioning whether it violated this Section of the collective bargaining agreement in not moving the Grievant to the MA+24 lane. The other section of the agreement relied on by the District is Article IX, Section B, "Compensation" which states that "[o]utside experience shall be established at the time of employment. After this level is established, it is considered the starting base and is not open for reconsideration."

The undersigned has rejected the District's framing of the issue inasmuch as the Grievant is not contending that she is entitled to move to the MA+24 lane of the salary schedule based on professional improvement that she has undertaken during the course of her employment by the District. Ms. Bergquist seeks to move on the salary schedule based upon her educational attainment prior to her hire by the District.

In BALDWIN-WOODVILLE SCHOOL DISTRICT MA-13486 (4/07), Arbitrator Levitan was faced with a question regarding the correct placement of a teacher on the salary grid based on pre-hire credits. In that case, Article II, Section C, which states:

> Teacher contracts that need to be adjusted because of increased professional preparation will be adjusted in September of that year following receipt of evidence of increased professional preparation.

was discussed:

> . . .the clear language of Article II, Section C does not *ordinarily* apply to post-employment credits – it *explicitly* applies to post-employment credits. The clear language of this provision unambiguously applies to existing contracts that "need to be adjusted because of increased professional preparation."

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[1] While there is evidence that, in fact, she had more than 70 such credits at the time of her hire, only 24 more than a Master's degree are of significance here.

[2] This is the date that representatives of the School District executed the new agreement.

In the case at bar, contrary to the arguments of the District, the issue is not placement because of additional credits earned post-employment, but rather the issue is placement because of credits earned pre-employment for which Ms. Bergquist did not receive credit because no appropriate lane existed on the salary schedule that better represented her educational achievement than the MA+16 lane. Section C of Article II refers to post-employment credits earned in accordance with the requirements of Article II, Section A. That is, Section C spells out the time that adjustments to salary placements will be made after a teacher has earned credits that have been pre-approved pursuant to Section A. Article II relates, in its entirety, to post-employment credits and is not applicable to Ms. Bergquist's request for placement on the MA+24 lane.[3]

The District also relies on Article 9, Section B, in its denial of Ms. Bergquist's request for placement on the MA+24 lane. This section of the collective bargaining agreement states that outside experience shall be established at the time of employment and is not open for reconsideration after that time. Superintendent Helland testified that, in his opinion, the phrase "outside experience" refers to what has been accomplished by a teacher in the past, both academic and teaching experience. Thus, the District contends that the initial placement cannot be reconsidered, both with respect to the step that reflects, to some extent, years of experience and lane which reflects educational experience. Accordingly, the only way that Ms. Bergquist could change lanes would be based on additional educational credits earned, post-employment, for which she had received prior approval from the Superintendent. Inasmuch as the Grievant had earned no such credits without prior approval, she cannot move to the MA+24 lane.

The Association, however, contends that "outside experience" refers solely to other experience as a teacher, not to academic achievement. It argues that the common interpretation of experience is independent of educational level, and is based on work related activities, not on educational experience. The Association also recalls the bargaining history between it and the District, by citing from BALDWIN-WOODVILLE SCHOOL DISTRICT, MA-11684 (BURNS, 9/02), wherein the arbitrator recites the history of the collective bargaining agreements between these parties and demonstrates the linkage between years of experience as a teacher and steps on the salary schedule. Although the step number in the salary grid may no longer coincide with the number of years of experience, steps recognize employee experience, and lanes measure educational achievement on teacher salary schedules in this District as well as in most other school districts. The District takes exception to the use of a "common interpretation" of "experience" as being independent of educational achievement, and contends that there is no evidentiary support for that position. Additionally, the District argues that had the parties meant years of experience in Article IX, Section B, the section could have been

[3] There is no question that, during the course of her employment with the District, Ms. Bergquist took additional courses which were not pre-approved. She cannot move to the MA+24 lane based on those credits. In fact, should the Association and District, at some future date, agree to an additional lane on the salary schedule, those credits earned by Ms. Bergquist, post-employment and without prior approval, cannot be utilized to support movement to such a lane.

written that way. Instead, the section is written very broadly, such that the District is not limited in its consideration of both teaching experience and outside experience.

The salary schedule included in the collective bargaining agreements between the Association and the District, Article IX, Schedules A and B is a traditional teacher salary grid. That is, there are steps which, to some extent, correlate with years of experience as a teacher, and lanes which correlate to educational achievement. Article IX, Section A requires that "Work must be satisfactory to advance on schedule. If a year is lost due to partially unsatisfactory work, it can only be made up by an additional year of experience." This "advancement on schedule" clearly correlates with step advancement, with another year of teaching experience inasmuch as it is impossible for the contracting parties to determine, in the absence of pertinent requirements, when a teacher might be eligible for lane advancement.

The parties used the same word, "experience," in Section A and Section B of Article IX. In neither case does the Agreement specify "teaching experience." However, it is clear from the context of Section A that the word "experience" means "teaching experience." Section B refers to "outside experience" which, given the clarity of Section A, must mean teaching experience outside of the Baldwin-Woodville School District. In other words, Section B requires that, upon initial employment by the District, a determination will be made as to the proper step placement on the salary schedule, based on the number of years that the teacher taught in other school districts prior to being hired at this District.

In Ms. Bergquist's case, when she was hired by the District, her initial contract clearly states Degree: MA + 16; Step on Schedule : 5. There is a direct correlation with Ms. Bergquist's placement at step 5 as she had taught for one (1) year in Minnesota and for three (3) years in Ellsworth prior to her hire by the District. Given that the first year of employment for a new teacher is normally at step 1, a teacher starting her fifth year of employment would be at step 5, which is exactly where Ms. Bergquist was placed. Although the collective bargaining agreement did not provide an appropriate lane placement that would reflect Ms. Bergquist's educational experience, her initial contract with the District did not deviate from step placement that accurately reflected her outside teaching experience.

Although Article IX, Section B bars the reconsideration of a new employee's step placement on the salary schedule, there is nothing inherent in this section that bars reconsideration of lane placement where, as here, new lanes have been added to the salary grid bargained by the parties.

Article VII of the collective bargaining agreement addresses binding arbitration of grievances. Section E thereof contains traditional language that an arbitrator shall neither add to, subtract from, modify or amend any terms of the Agreement. Although Article II is inapplicable to the instant grievance and Article IX, Section B is not a barrier to consideration of Ms. Bergquist's application to move to the MA+24 lane of the salary schedule, the constraints on the undersigned require more than a determination that nothing in the contract prevents the requested relief. That is, the fact that the parties bargained the collective bargaining agreement without addressing the specific question of whether a person who had

earned 24 credits past a master's degree prior to her initial employment would be entitled to move to that lane when it was created does not allow such movement without the existence in the agreement of language which would allow that movement.

Although Ms. Bergquist testified that, at the time of her initial hire, she was led to believe that she would be moved in the event additional lanes were bargained, this cannot form a basis for sustaining the grievance. The statement is hearsay which cannot form the basis for an ultimate determination and, if it took place, may well have constituted individual bargaining, contrary to the Municipal Employment Relations Act. The undersigned's authority comes from the collective bargaining agreement itself, and it is language within that agreement that provides Ms. Bergquist the relief she seeks.

Appended to Schedule A (and B) is the sentence:

> Graduate credits for advancement to the BA+40 and/or the MA+24 lane must be earned after September 1, 1989, and be in the teacher's major unless by prior approval of the Superintendent.

The District acknowledges that this language conflicts with the language in Article II. It also argues that this language has never been enforced and that the well established past practice is to follow the specific language of Article II. In addition, the District, while admitting that it put together the official document that was signed by the parties and is to reflect the agreements reached at the bargaining table, variously claims that this sentence remains in the contract for historic reasons, that it is included by mistake, and that the date September 1, 1989 should have been changed to September 1, 2005 to reflect the date that the MA+24 lane was added and to parallel the date that was included when the parties first bargained the MA+16 lane in 1989 when the September 1989 language was included.

In its attempts to have the operative sentence included on the salary grid rendered meaningless, the District has presented too many differing, and contradictory, theories. A well established tenet of contract interpretation is to give meaning to all words, phrases, and sentences contained in the contract. The District would have the undersigned ignore this sentence altogether, contending, perhaps, that its inclusion in the collective bargaining agreement is by mistake.

The District agrees that there was no discussion at the bargaining table regarding changes made, or to be made, in the subject sentence. While Superintendent Helland acknowledges that the District drafted the document that was signed by both parties, he contends that he does not know who made the change from MA+16 to MA+24 in the sentence without changing the date included in that sentence. The Association contends,

without challenge, that it was unaware that the District thought this sentence was a mistake until Superintendent Helland testified to that effect at the hearing. Clearly, if the language in question is a mistake, it is not a mutual mistake, and the contract is not subject to reformation as a result of it. The District, as the drafter of the agreement, is bound to the language of the sentence and the agreement.

Because the language of the subject sentence conflicts with the language of Article II, the District presented testimony, and argument, relative to the past practice of the parties with respect to professional advancement and the necessity to obtain prior approval from the Superintendent for graduate credits to be applied for lane movement. As found above, Article II is inapplicable to the case at bar, and the evidence presented by the District did not address any instances of teachers attempting to move on the salary schedule based on credits they had earned prior to their initial employment by the District. In fact, the District provided evidence with respect to 2006-2007 lane changes by teachers who had earned credits after being hired by the District, and who had obtained prior approval for those credits, allowing them to be applied to lane movements.

Again, it is clear that the parties herein, the Baldwin-Woodville Area School District and the West Central Education Association Baldwin-Woodville Unit, did not discuss or contemplate in their bargaining, the question of whether Ms. Bergquist or similarly situated persons who had earned 24 credits or more beyond the Master's degree before being employed by the District, were entitled to movement to the MA+24 lane after the completion of negotiations for the 2005-2007 contract. However, the clear language of the sentence appended to Schedule A, "Graduate credits for advancement to the . . . MA+24 lane must be earned after September 1, 1989, and be in the teacher's major unless by prior approval of the Superintendent" applies to the instant grievance. Ms. Bergquist earned the credits in question prior to her hire by the District in 1998 but after September 1, 1989. The credits were in her major.[4] Ms. Bergquist should, therefore, be placed on the MA+24 salary lane for the 2006-2007 school year.[5]

Finally, it should be noted that the result herein prevents an illogical and inequitable situation from developing. In the event the District was to hire an additional school

[4] At the time of her hire, Ms. Bergquist provided the District with a copy of her transcripts. She also attached a copy of her transcript to her Request to Change Lanes for the 2006-2007 School Year. At hearing, she provided a listing of courses at UW-Stout for the school psychology program that she had taken. Her DPI certification requires an MA plus an additional 30 credits. Although the District contends that it should not be placed in a position of having to determine which of the more than 70 credits beyond the Master's degree were applied to place the Grievant on the MA+16 lane, or determine the relevance of the various credits and if they are in her major, there is no question that at least 30 of them must be related to her licensure, or in the words of the collective bargaining agreement "be in the teacher's major."

[5] Both Ms. Bergquist's Request to Change Lanes dated 8-31-06 and her grievance submission dated 9/15/06, request that she be placed on the MA+24 pay lane for the 2006-2007 school year. Thus, the relief sought by the Association, placement on the MA+24 lane for 2005-2006 and 2006-2007, is not available.

psychologist holding a DPI category 61 or 62 license, that individual would automatically be placed on the MA+24 lane. For Ms. Bergquist to remain on the MA+16 lane while holding the same licensure would be an unfair and unfortunate result.

Accordingly, based upon the above and foregoing and the record as a whole, the undersigned issues the following

AWARD

The grievance is sustained. The District violated the collective bargaining agreement when it denied Ms. Bergquist's request to be moved to the MA+24 lane on the salary schedule. The District shall place Ms. Bergquist on MA+24 lane for the 2006-2007 school year and make Ms. Bergquist whole for the wages she would have earned had she been placed on the MA+24 lane effective with the start of the 2006-2007 school year.

Dated at Madison, Wisconsin, this 20th day of August, 2007.

Susan J.M. Bauman /s/
Susan J.M. Bauman, Arbitrator

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