

Final



**Members**  
James Paul Geary  
Orton A. Jones  
David L. White

**WEST VIRGINIA EDUCATION  
EMPLOYEES GRIEVANCE BOARD**

**ARCH A. MOORE, JR.**  
Governor

**Offices**  
240 Capitol Street  
Suite 508  
Charleston, WV 25301  
Telephone 348-3361

ANIELLO G. ROMANO, JR.

v:

DOCKET NO: 51-86-207-2

WEBSTER COUNTY BOARD OF EDUCATION

**DECISION**

This grievance comes before the West Virginia Education Employees Grievance Board on appeal from a level three decision affirming the decision of the County Superintendent of Schools at level two. A level four evidentiary hearing was held on November 7, 1986, before John M. Richardson, Hearing Examiner. Pursuant to the direction of the Hearing Examiner, the parties filed by November 20, 1986, proposed findings of fact and conclusions of law which were considered in arriving at this decision.

The grievant, Aniello G. Romano, Jr., is a job placement coordinator, who complains that his prior experience in radio and television repair was not allowed as credit for years of experience. The grievant claims this is unfair and fails to meet the uniformity requirements in that a similarly situated employee was previously given such credit.

The respondent, the Webster County Board of Education, on the other hand, maintains that between the time another employee

was given credit and the time the grievant complained and proceeded to obtain necessary documentation, the interpretation of WV Code §18A-4-1 by the State Superintendent of Schools changed. The respondent further alleges that the changes in interpretation now places the burden on county school administrators to make a factual analysis on a case by case basis.

A review of the grievant's credentials by the County Superintendent of Schools did not reveal that the grievant was entitled to any credit for prior experience.

WV Code §18A-4-1, in pertinent part, provides:

(1) "Years of experience" means the number of years the teacher has been employed in the teaching profession, including active work in educational positions other than the public schools, and service in the armed forces of the United States if the teacher were under contract to teach at the time of his induction.

. . .the experience of a teacher or a nurse shall be limited to that allowed under his training classification as found in the minimum salary schedule. (Emphasis added)

Neither the grievant nor the similarly situated employee had a teaching certificate prior to their employment with the respondent board, nor did they possess an A.B. degree. The grievant showed that as the owner of a radio/television shop, he provided on-the-job training for individuals. This training was provided in grievant's repair shop and was in a one-on-one environment. No lesson plans, tests, or specific curriculum was followed by the grievant, nor was the trainee awarded any certificate for completing training or any credit toward a degree.

The similarly situated employee, on the other hand, taught communications/electronics in the Marine Corps in a classroom environment, requiring lesson plans, tests, etc. Upon successful completion of the courses(s) taught by this employee, trainees were moved up into the next higher training level.

Thus, it appears that the differing treatment accorded to the grievant is not unfair or in violation of WV Code §18-29-2(a) and (o), based upon the grievant's previous experience and present job as compared to the alleged similarly situated employee.<sup>1</sup>

The grievant further contends that the respondent violated the uniformity provisions of WV Code §18A-4-5a, County Salary Supplements for Teachers, which, in pertinent part, provides:

Counties may fix higher salaries for teachers placed in special instructional assignments, for those assigned to or employed for duties other than regular instructional duties and for teachers of one-teacher schools, and they may provide additional compensation for any teacher assigned duties in addition to his regular instructional duties wherein such noninstructional duties are not a part of the scheduled hours of the regular school day. Uniformity also shall apply to such additional salary increments or compensation for all persons performing like assignments and duties within the county. . .

---

<sup>1</sup>The grievant cited Eversole v. Hampshire County Board of Education, Docket No. 14-86-006, as authority for his position; however, that case is clearly different in that the grievant, Carol Eversole, was performing as a Teacher's Aide, duties fundamentally similar to those tasks she had performed as a Nutrition Aide. Such is not the situation here where the grievant previously provided on-the-job television and radio repair training and is now a job placement coordinator (vocational school) for the Webster County Board of Education.

In the instant grievance, the County Superintendent of Schools, by initially approving or disapproving years of experience, is not establishing a county supplement, but rather an element of the state minimum salary.<sup>2</sup> While it is clear that a county may establish a supplement for teachers, that supplement is in addition to the state minimum salary established by WV Code §18A-4-2.

Inasmuch as the uniformity provisions of WV Code §18A-4-2 apply to county supplements and not to the state minimum salary, the argument offered by the grievant is without merit.

In addition to the foregoing, the following findings of fact and conclusions of law are incorporated herein.

#### FINDINGS OF FACT

1. The grievant, Aniello Romano, is a job placement coordinator employed by the Webster County Board of Education and assigned to Webster County High School.

2. The grievant applied for years of experience credit during the 1985-86 school year. This application was denied and would have been effective for the 1986-87 school year.

3. While owner of the radio and television store, the grievant trained individuals on a one-on-one basis the fundamentals of radio and television repair.

4. Another employee, not similarly situated and who taught in a classroom environment, prepared lesson plans and tested students, was given credit for years of experience.

---

<sup>2</sup>See definition "Years of experience" WV Code §18A-4-1, second paragraph, supra.

5. The grievant's present job as a job placement coordinator bears little similarity with his previous experience as a television and repair store owner and repairman.


#### CONCLUSIONS OF LAW

1. Years of experience credit for professional employees applies to the state minimum salary schedule in accordance with WV Code §18A-4-1 and is not a county supplement as provided for in WV Code §18A-4-5a.

2. The grievant was not treated unfairly in violation of WV Code §18-29-2(a) and (o).

For all of the foregoing reasons, the grievance is denied.

Either party may appeal this decision to the Circuit Court of Webster County or Kanawha County and such appeal must be filed within thirty (30) days of receipt of this decision. (WV Code §18-29-7) Please advise this office of your intent to do so in order that the record can be prepared and transmitted to the Court.

  
JOHN M. RICHARDSON  
Hearing Examiner

DATED: Dec. 17, 1986