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IMOGENE BREWSTER

DOCKET NO. 22-87-081-1

DOROTHY BREEDLOVE

DOCKET NO. 22-87-138-1

v.

LINCOLN COUNTY BOARD OF EDUCATION

D E C I S I O N

Grievant, Imogene Brewster, was employed by the Lincoln County Board of Education during the 1986-87 school year as a full time regular Cook at Ferrellsburg Elementary School and grievant Dorothy Breedlove was similarly employed at Martin Elementary School. Both received letters dated February 23, 1987 from the Superintendent of Schools indicating he would recommend to the Board that their full time contracts be terminated and replaced with one-half ($\frac{1}{2}$) time contracts. After grievants' hearing before the Board, their contracts were accordingly terminated and replaced with the new contracts.

Both grievants appealed the Board's decision to Level IV and by mutual agreement, Level IV hearings were waived and the

grievances were submitted on the record and briefs. Because of a similarity in issues and circumstances, the grievances were consolidated for decision.

It appears the Lincoln County Board of Education strictly complied with the procedures set forth in W.Va. Code, 18A-2-6 as it was required when reducing the working hours of service personnel by one-half. Board of Education of the County of Fayette v. Hunley, 288 S.E.2d 524 (W.Va. 1982). By letter dated February 23, 1987, the grievants were notified that the superintendent would recommend to the Board on or before April 1, 1987 that their full time contracts be terminated and replaced with one-half ($\frac{1}{2}$) time contracts, informing them of reasons for the proposal and of their rights to a hearing. The same explanations for the reduction were given at the hearing and the Board accepted the superintendent's proposal. The grievants began working under the new contracts at the beginning of the 1987-88 school term.

Superintendent Smith testified at the hearing before the Board on March 17, 1987 there were other Cooks working for the Lincoln County Board of Education with less seniority than the grievants (T.10). W.Va. Code, 18A-4-8b(b) provides the guidelines to be followed in such cases:

Should a county board of education be required to reduce the number of employees within a particular job classification, the employee with the least amount of seniority within that classification or grades of classification shall be properly released...

When a county board finds it necessary to reduce the number of service personnel, the employee with the least amount of seniority within that classification must be replaced. Joe Garvin v. Webster County Board of Education, Docket No. 51-86-060.

In addition to the foregoing, the following findings of fact are made.

FINDINGS OF FACT

1. The grievants, Imogene Brewster and Dorothy Breedlove, were employed as full time Cooks for the 1986-87 school term at Ferrellsburg Elementary School and Martin Elementary School, respectively.
2. On March 31, 1987 the Lincoln County Board of Education, by vote, terminated the grievants' full time contracts and substituted one-half ($\frac{1}{2}$) time contracts with the grievants.
3. The grievants did not give their consent, written or otherwise, to this change in contracts and/or working hours.
4. The grievants had more seniority than other Cooks working for the Lincoln County Board of Education at the time of their contract termination.

CONCLUSIONS OF LAW

1. The Lincoln County Board of Education complied with the requirements of W.Va. Code, 18A-2-6 for the termination of service personnel contracts.

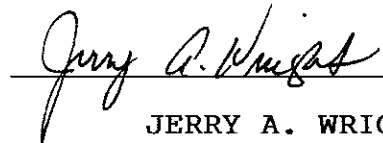
2. W.Va. Code, 18A-4-8b(b) requires county boards of education to release the employee in a particular classification with the least amount of seniority when that board seeks or is required to reduce the number of employees within that particular classification.

3. The requirements of W.Va. Code, 18A-4-8b(b) apply to all those employees working for the board of education and not just the individual school where the reduction in force is to be made.

4. The Lincoln County Board of Education failed to comply with the requirements of W.Va. Code, 18A-4-8b(b).

For the foregoing reasons, the grievance is **GRANTED** and the Lincoln County Board of Education is **ORDERED** to reinstate the grievants to their former positions at Ferrellsburg and Martin Elementary Schools and to compensate them for any loss of work incurred as a result of the improper terminations, less any appropriate set-off.

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

A handwritten signature in cursive script, reading "Jerry A. Wright", is written over a horizontal line.

JERRY A. WRIGHT
Hearing Examiner

DATED: Dec. 1, 1987