



4/21/87

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BONNIE WELCH, JESSIE KELLY, JUDITH
GORE, DEBRA HARMON, ROSE BELCHER and
EMOGENE PEYTON

v.

Docket No. 23-87-110

LOGAN COUNTY BOARD OF EDUCATION

D E C I S I O N

The grievants are all regularly employed cooks working for the Logan County Board of Education. In March 1987 they received notices that the Superintendent of Schools, Mr. Wesley Martin, would recommend to the Board that their full time contracts be reduced by one-half for the 1987-88 school term. They appealed directly to Level IV upon the Board's decision to accept that recommendation. A Level IV hearing was held on November 5, 1987 but no evidence was presented and the parties, by counsel, agreed to submit the case for decision on a set of stipulations to be produced at a later

date.¹

The factual stipulations in this matter are as follows:

1. The Board of Education of the County of Logan is a quasi-public corporation created by statute for the management and control of the public schools of Logan County.

2. Bonnie Welch worked as a full time regular cook at Whitman Grade School during the 1986-87 school year. Welch was the least senior cook at Whitman Grade School. She was notified pursuant to W.Va. Code, 18A-2-6 that her full time contract as a cook was to be terminated and a one-half time cook contract tendered in its place. Although Welch was the least senior cook at her school, there were other full time cooks in the county with less seniority whose contracts were not terminated.

3. Jessie Kelly worked as a full time cook at Henlawson Grade School during the 1986-87 school year. Kelly was the least senior cook at Henlawson Grade School. She was notified pursuant to W.Va. Code, 18A-2-6 that her full time contract as a cook was to be terminated and a one-half time cook contract tendered in its place. Although Kelly was the least senior cook at her school, there were other full time cooks in the county with less seniority whose contracts were not terminated.

4. Judith Gore worked as a full time cook at Lake Grade School during the 1986-87 school year. Gore was the least senior cook at Lake Grade School. She was notified pursuant to W.Va. Code, 18A-2-6 that her full time contract as a cook was to be terminated and a one-half time cook contract tendered in its place. Although Gore was the least senior cook at her school, there are other full time cooks in the county with less seniority whose contracts were not terminated.

¹Counsel apparently had some difficulty developing these stipulations and they were not submitted to the West Virginia Education Employees Grievance Board until April 4, 1988.

5. Debra Harmon worked as a full time cook at Stirrat Elementary School during the 1986-87 school year. Harmon was the least senior cook at Stirrat Elementary School. She was notified pursuant to W.Va. Code, 18A-2-6 that her full time contract as a cook was to be terminated and a one-half time cook contract tendered in its place. Although Harmon was the least senior cook at her school there were other full time cooks in the county with less seniority whose contracts were not terminated.

6. Rose Belcher worked as a full time cook at West Logan School during the 1986-87 school year. Belcher was the least senior cook at West Logan School. She was notified pursuant to W.Va. Code, 18A-2-6 that her full time contract as a cook was to be terminated and a one-half time cook contract tendered in its place. Although Belcher was the least senior cook at her school there were other full time cooks in the county with less seniority whose contracts were not terminated.

7. Emogene Peyton worked as a full time cook at Earling School during the 1986-87 school year. Peyton was the least senior cook at Earling School. She was notified pursuant to W.Va. Code, 18A-2-6 that her full time contract as a cook was to be terminated and a one-half time cook contract tendered in its place. Although Peyton was the least senior cook at her school there were other full time cooks in the county with less seniority whose contracts were not terminated.

8. On March 26, 1987 the Board of Education of the County of Logan had a hearing on the proposed terminations. The Board voted to terminate the grievants' contracts and offer them one-half time contracts.

Grievants contend these actions on the part of the Board are violations of W.Va. Code, 18A-4-8b(b) which in pertinent part

reads:

Should a county board of education be required to reduce the number of employees within that classification, the employee with the least amount of seniority within that classification or grades of classification shall be properly released and employed in a different grade of that classification if there is a job vacancy: Provided, that if there is no job vacancy for employment within such classification or grades of classification, she shall be employed in any other job classification which he previously held with the county board if there is a vacancy and shall retain any seniority accrued in such job classification or grade of classification.

The West Virginia Education Employees Grievance Board has previously ruled a county board of education may terminate a school service employees contract and replace it with another contract of shorter duration, Roach, et al. v. Mason County Board of Education, Docket No. 26-87-070, but it has also held this process to be a reduction in force and subject to the provisions of W.Va. Code, 18A-4-8b(b). Brewster and Breedlove v. Lincoln County Board of Education, Docket Nos. 22-87-081-1 and 22-87-138-1. Under the guidelines contained therein, seniority must be given first consideration when a county board of education seeks to reduce its service personnel workforce and this section of the West Virginia Code applies to all such employees in a certain classification and not just those working at a particular school.

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

FINDINGS OF FACT

1. Grievants, Bonnie Welch, Jessie Kelly, Judith Gore, Debra Harmon, Rose Belcher and Emogene Peyton are all cooks employed by the Logan County Board of Education at various schools in Logan County.

2. Grievants are the least senior cooks at their respective schools but there are less senior cooks employed by the Logan County Board of Education at different schools in Logan County.

3. In March 1987 the Logan County Board of Education voted to terminate the grievants full time contracts and replace them with one-half ($\frac{1}{2}$) time contracts.

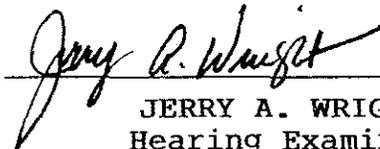
CONCLUSIONS OF LAW

1. A county board of education may terminate the contract of a school service employee and replace it with a contract of shorter duration but it must follow the guidelines of W.Va. Code, 18A-4-8b(b) and terminate the contracts of the least senior employees in a particular classification in the county school system. Brewster and Breedlove v. Lincoln County Board of Education, supra.

2. The Lincoln County Board of Education did not follow the requirements of W.Va. Code, 18A-4-8b(b) when it voted to terminate the grievants' full time contracts and replace them with one-half ($\frac{1}{2}$) time contracts.

Accordingly, the grievance is **GRANTED** and the Logan County Board of Education is hereby **ORDERED** to reinstate the grievants to their former full time positions and to further compensate them for any loss of wages as a result of the improper terminations, less any appropriate set-off.

Either party may appeal this decision to the Circuit Court of Logan County or the Circuit Court of Kanawha County and such appeal must be filed within thirty (30) days of receipt of said 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.



JERRY A. WRIGHT
Hearing Examiner

DATED: April 21, 1988