

Fact Finding Report for
Edmonds School District No. 15
and
Edmonds Education Association

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PUBLIC EMPLOYMENT
RELATIONS COMMISSION

Fact Finder Appointed

October 27, 1976

Hearing held:

November 3, 1976

Spokesman for District:

Mr. John Kochrian
Administrative Assistant
Edmonds School District No. 15
3800 196th S. W.
Lynnwood, Washington 98036

Spokesman for Association:

Mr. Timothy Davis
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Fact Finder:

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Under Auspices of the:

Public Employment Relations Commission
603 Evergreen Plaza Building
Olympia, Washington 98504
(Marvin L. Schurke, Executive Director)

Introduction

The fact finder was appointed on October 27, 1976 and is to make findings of fact and recommend terms of settlement by November 26, 1976. His recommendations are advisory only.

Prior to the hearing, each party submitted to the fact finder and to the other party a written list of the issues it intended to submit to fact finding.

On November 3, 1976 a closed hearing was held in the auditorium of the Snohomish County P.U.D. Building at 212th and Highway 99, from 9:00 a.m. to 11:00 p.m. The issues in the dispute are the following:

Non-economic issues

- Compliance of Agreement
- Maintenance of Standards
- Payroll deductions - agency shop
- Individual teacher contracts
- Just cause
- Personal leaves
- Employee Facilities
- Substitute teachers

Economic issues

- Distribution of Additional funds
- Insurance benefits
- Death benefits
- Unemployment Insurance
- Salary Schedule
- Cost of living adjustment
- Workload
- Extended contract; librarians, counsellors
- Extra pay for coaches

Compliance of Agreement

Recommendation: that the parties include in the agreement the following statement or words to this effect:

Upon signing of this Agreement, new individual employee service contracts for 1976-77 will be issued, each stating that it is subject to the terms of the Agreement. All contracts issued for 1976-77 subsequent to the signing of this agreement will state they are subject to the terms of this Agreement. All contracts signed for the 1977-78 school year will state that they are subject to the terms of the Agreement in effect for that year.

~~SECRET~~

Maintenance of Standards

The parties have a tentative agreement regarding duration and totality of agreement which states "Both parties acknowledge and agree that this agreement constitutes all understandings and agreements between the parties."

The Association desires a statement that past policies are incorporated in the agreement until the parties agree to change them. The District does not want to be bound by past policies which it has refused to carry over into the 1976-77 contract.

In general, when a dispute gets to an arbitrator, the contract is governing if its wording is clear and unambiguous. If the contract is not clear, or is silent on a subject, then past practice is considered. There may be such great changes in conditions that the new conditions may be given greater weight than past practice; on the other hand, if the changes in conditions are not compelling, the past practice may be given greater weight.

Recommendation: I feel too much rigidity would be inserted in the contract to say that all past policies are automatically included as part of the Agreement, especially when the District has refused in negotiations to incorporate some previously existing conditions into the 1976-77 contract. Therefore, I recommend that the agreement contain no statement regarding maintenance of standards.

Payroll Deduction - Agency Shop

The law requires the Association to represent all teachers in the collective bargaining unit. The Association's income has been curtailed because of the layoff of a number of teachers. The Association's expenses are increasing, partly due to rising costs of negotiations, mediation, fact finding, grievance handling, and arbitration. I believe the Association must be assured of continued income to carry out its responsibilities properly.

On the other hand, I would be reluctant to recommend that teachers be forced to join the Association or pay representation fees if they have secured jobs without being members of the Association, have refused to join the Association voluntarily, prefer not to belong, or do not elect to support any lobbying activities. My recommendation, therefore, represents compromise to strengthen Association security and still leave room for individual choice.

Recommendation: That the parties agree to maintenance of membership for the duration of this agreement, to July 31, 1977. This means that:

1. All members of the Association on November 3, 1976 must maintain membership as a condition of employment.
2. All new employees must become members of the Association or pay representation fees in the amount equivalent to Association dues, as a condition of employment.
3. Teachers not belonging to the Association on November 3, 1976 are not required to become members or to pay representation fees.
4. Teachers on lay-off who were members of the Association at the time of their layoffs and become reemployed shall be required to resume membership in the Association.
5. Teachers on lay-off who were not members of the Association at the time of their layoff shall not be required to become members or pay representation fees as a condition of employment.

STOP -
GO TO PERSONAL
LEAVE

Individual Teacher Contracts

The District's proposal on this subject, appearing on page v 12 of the District's "Report for Fact Finder" is acceptable to the Association as long as the recommendation above concerning "Compliance of Agreement" is accepted.

Recommendation: that the parties agree to the District's proposal on Individual Employee Contracts.

Just Cause

The parties agree on the concept of progressive discipline: that under ordinary circumstances an oral warning would be issued before a written warning, and a written warning before more severe disciplinary action.

Recommendation: that the parties agree on the following statements or words to this effect:

1. The parties agree that redress for District actions resulting in discharge, non-renewal of contract, or action adversely affecting individual contract status are covered by H.B. 1364 and will not be pursued under this agreement.
2. No employee shall be disciplined by written warning or written reprimand without just cause. The specific grounds forming the basis for disciplinary action will be made available, upon the employee's request, to the employee and the Association in writing. The employee shall have an opportunity to attach a written response to the warning or reprimand. Any such discipline shall be subject to the grievance procedure through all steps.
3. Other provisions in the proposals of the District and Association which are not in dispute in this fact finding process.

START
Personal Leaves

The tentative agreement between the parties on leave provides for up to two (2) days per year personal leave, with pay, in order to attend to personal, family or legal business which cannot be performed reasonably outside a contract day. Provisions are also made for Professional Organizational leave, Emergency leave, Bereavement leave, and Critical illness leave.

The Association desires that personal leave be available solely at the discretion of the employee for matters which he considers personally important, and that he not have to obtain permission from the District for taking such leave.

The District feels that, as a steward for public tax funds, it should require justification for personal leave. If a matter is sensitive, a

teacher can keep it confidential but reveal enough of the situation for his/her principal or the Superintendent's representative to make a judgment whether it qualifies for paid personal leave; in such sensitive matters no written record is made of the reasons for the leave, simply that the request for personal leave (if granted) was a legitimate one.

At the present time, when the public has not supported tax levies for two consecutive years, I find the District's position the more persuasive.

Recommendation:

1. That the parties accept the District's proposal regarding leaves, requiring prior approval from the Superintendent's office.
2. That the parties in negotiations attempt to work out more definite guide lines for teachers who consider applying for personal leave with pay. For example, the parties might agree on other exclusions from eligibility such as entertaining a relative from out of town, engaging in a hobby or recreational activity; and on inclusions for eligibility such as taking an examination for higher degree, or handling a financial transaction which requires the person to be present at a bank or financial institution, etc.--matters which could not be handled during a regular work day.
3. That the parties in negotiations attempt to work out a mutually satisfactory policy on personal leave preceding or following a school holiday or school vacation.

END

Employee Facilities

The proposals of the parties on this subject are identical. Their disagreement revolved around other proposals as part of a package.

Recommendation: that the parties accept their proposals on this subject.

Substitute Teachers

Whether substitute teachers are considered a part of the bargaining unit is a state-wide issue which will probably be settled in the courts or by regulations emerging from the Public Employment Relations Commission.

Recommendation: that the parties agree to postpone this issue at this time and that the contract therefore remain silent on substitute teachers.

Distribution of Additional Funds

If the state legislature should make additional funds available to the District, The Association desires to have their distribution determined through negotiations by the parties. The District desires to predetermine their distribution by agreeing now that one half of them would be used to rehire laid-off teachers and one half for further increases in the salary schedule.

There are many uncertainties in regard to additional funds: whether any will be appropriated, at what date they might be available, what restrictions may be placed on their use by the legislature, etc. There are also uncertainties regarding student enrollment, need for additional teachers, cost of living pressures. Thus, I find the Association's position more persuasive on this issue.

Recommendation: that the parties agree to reopen the contract to discuss distribution of additional funds as, if, and when the legislature appropriates such funds for the 1976-77 school year and does not designate them for other specific purposes.

Insurance Benefits

Recommendation: that the dental insurance plan proposed by the Association be adopted effective April 1, 1977.

Death Benefits, Unemployment Insurance
and Cost of Living Adjustment

By mutual agreement of the parties, these matters have been withdrawn from consideration and therefore require no recommendation by the fact finder.

Salary Schedule

The voters in the Edmonds School District have rejected school levies for the two past years. The School District would like to retain as a cash balance 2-3% of total revenues. For 1976-77 it proposes to retain zero cash balance in order to provide the teachers with a salary increase of 2.64%; in addition to the regular increments (for those who qualify) for experience and training, estimated at about 2.5%, and dental benefits.

The Association, in its analysis of the District's budget, believes there are additional funds available to the District for further increases in salaries and rehiring of some laid-off teachers. The parties were unable to agree in the hearing and in subsequent meetings of the spokesmen with the fact finder whether additional funds are available and, if so, their amount. The Association based its figures on the District's budget for 1976-77. The District stressed that the budget is simply a plan, that

some moneys anticipated in the budget have not been received, and that the District's latest figures are based on computer runs of additional expenditures.

The District has provided the fact finder with a detailed breakdown of budget items listing all certificated salary costs, including those in the Supplemental Budget, and demonstrating that the money alleged by the Association to be available for additional salary increases has already been completely allocated in the budget.

It is the fact finder's conclusion that funds are severely limited and that to support the Association's request for an increase in salaries of 5.5% and another 2.5% for rehiring teachers would indeed place the District in financial jeopardy.

Recommendation: that the parties agree on a salary increase of 2.64%, scale adjustments for experience and education amounting to 2.5% and fringe benefits outlined under Insurance benefits, for a total "package" amounting to about 5.6%. (Also, see "Distribution of Additional Funds," Page 7)

Workload

Both the District and the Association are concerned about the class sizes in Edmonds School District. The Association requests that 2.5% of the economic package be used to rehire teachers who have been laid off, and thus reduce the sizes of classes. The District originally proposed to grant no salary increases and to spend any available money for rehiring laid off teachers. When the Association resisted that proposal, the

District altered its position to provide for salary increases and fringe benefits for present employees, but to spend one half of any additional moneys that the legislature may make available for such purposes this year, to rehire teachers.

Education experts themselves apparently do not agree on optimum class size and I feel a recommendation from me would be presumptuous, particularly with the present shortage of funds. The School Board, not the fact finder, has the responsibility for determining educational policy and the best allocation of limited funds to further such policy. The Edmonds School Board has spent hundreds of hours in studying these matters and prioritizing the various demands on funds.

Recommendation: that the parties agree to consider work load if additional funds become available (as stated above in the recommendation regarding distribution of other funds).

Extended Contract

The Association desires that librarians have 10 days of paid extra duty restored, and that counsellors paid extra duty be restored from the present 10 days to the former 20 days. Cost for the librarians is estimated at about \$9000 and for the counsellors at about \$31,000.


Recommendation: I believe the District is in sympathy with part of these requests. So am I. However, with the present financial conditions of the District, I recommend no change be made in these extended contracts for the current year.

Coaches

The District "Report for Fact Finder" proposes \$2700 for adjustments in selected extra-curricular stipends.

Recommendation: that the parties agree to maintain in the 1976-77 contract the existing extra duty index pay schedule for coaches.

Seattle, Washington
November 24, 1976



R.A. Sutermeister
Fact Finder