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PUBLIC EMPLOYEE RELATIONS COMMISSION

State of Washington

In the Matter of the Factfinding between: )

SUNNYSIDE EDUCATION ASSOCIATION,  
SUNNYSIDE, WASHINGTON,

The Association,

and

SUNNYSIDE SCHOOL DISTRICT,  
DISTRICT NO. 201,  
YAKIMA COUNTY, SUNNYSIDE, WASHINGTON,

The Employer.

PERC CASE NO. F-76-17

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PUBLIC EMPLOYMENT  
RELATIONS COMMISSION

Date and Place of Hearing:

November 16, 1976;  
Sunnyside, Washington

N.B. Pre-Hearing Conference:

November 15, 1976;  
Sunnyside, Washington

Representing the Association:

Douglas Suhm, UniServ Representative  
Yakima, Washington

Representing the Employer:

Robert D. Schwerdtfeger  
Chief Negotiator  
Sunnyside School District #201  
Wapato, Washington

FACT FINDER'S REPORT

INTRODUCTION

This written report is submitted in accordance with the requirements of RCW Sections 41.59.120(2) and (3) and of WAC Section 391-30-730.

The parties engaged in collective bargaining negotiations between April 28, 1976 and September 8, 1976 and through this process were able to resolve 48 of the Association's 54 proposals and four of the Employer. Mediation followed on six unresolved issues on September 29, 1976 and October 5, 1976 (PERC Case No. M-76-146) and the issue of teacher protection was resolved during the mediation process.

The remaining five issues unresolved in mediation were then submitted to fact-finding. In accordance with RCW Section 41.59.129(2)

and WAC Section 391-30722 the Fact Finder, with the consent of the parties, scheduled and held a pre-hearing conference with their representatives in Sunnyside, Washington on Monday, November 15, 1976 and a Public Fact Finding Hearing on Tuesday, November 16, 1976, beginning at 10:00 A.M.

### ISSUES

Issue 1: What should be the Employer's salary schedule for its teachers during the school year 1976-1977?

Issue 2: What should be the dollar amounts contributed by the Employer for (1) medical insurance and (2) dental insurance coverage for its teachers during the school year 1976-1977?

Issue 3: What should be the Employer's schedule for paying its teachers for extra-duty and extra-curricular work during the school year 1976-1977?

Issue 4: Should the 1976-1977 collective bargaining agreement of the parties contain a provision on teacher workload (class size) and, if so, what requirement should such a provision contain?

Issue 5: Should the 1976-1977 collective bargaining agreement of the parties contain a provision on class preparation time (during the school day) and, if so, what requirement should such a provision contain?

### ARGUMENTS OF THE PARTIES

#### The Proposals and Arguments of the Association

FIRST: The Association proposes that the Employer's salary schedule for its teachers during the school year 1976-1977 provide:

- (1) a starting or base salary of \$9,100;
- (2) the same steps as found in the 1975-1976 salary schedule of the employer for its teachers;
- (3) an increase in the uniform "steps" or "index" from .04 to .045 (which would provide a top salary step of \$17,300); and
- (4) a five percent of base increment (or \$455) per year for the holders of an M.A. degree.

The arguments of the Association in support of its proposal with respect to teachers' salaries may be summarized as follows:

(1) The Employer has the financial resources, including cash reserves, to meet the requirements of the Association's proposed schedule, not only in the current year but in the reasonably foreseeable future.

N.B. The Association calculates that the cost of implementing its salary proposal in the school year 1976-1977 would be \$2,262,263; the Employer does not dispute this estimate. The Association notes that a budgeted 1976-1977 figure of \$2,557,772 for 168 certificated personnel (including principals and one assistant superintendent) and suggests that even if salary increases were budgeted at a base rate of \$9,000

for teachers (at an increased cost of \$128,235) and at a total increased cost of \$14,872 for administrators, an excess of \$93,488 immediately shows up in the district's final budget, which would more than cover the increased costs of the teachers' salary proposals.

(2) The present 1975-1976 Salary Schedule, with a base of \$8,650 and a maximum of \$15,570, actually results in an average salary in the Sunnyside School District of \$12,690 which, it asserts, is well below the statewide average salary of \$13,666 for 1975-1976. The base salary of \$8,650 itself is, it also argues, well below the average starting salary in first class school districts of \$8,934, while the maximum of \$15,570 is likewise below the first class district average of \$17,747. Finally, the Association argues the ratio of the maximum salary to the base salary in the Sunnyside salary schedule (1.80) is also well below the average ratio for first class school districts (1.99). (See Association's Exhibit 12.) Q.E.D.: Salary relief, by way of a revised salary schedule, is in order.

(3) The 1975-1976 \$8,650 base and the Employer's offered \$9,000 base for 1976-1977 would still be substantially lower than the 1976-1977 average base salary of \$9,530 for the 34 first class school districts on which data was available at the time of the November 16, 1976 public hearing. N.B. The \$9,100 base proposed by the Association for 1976-1977 would still be in line with this \$9,530 average. (See Association's Exhibit 15.)

SECOND: The Association proposes that the Employer pay the full cost of the family medical insurance coverage by increasing its contribution from \$27.62 to \$32 (\$31.99); that it continue to pay the full cost of the current family dental program (whatever that becomes during the school year). N.B. The present cost per month is \$15.95 per teacher.

The basic arguments of the Association on this point are two:

(1) The final budgeted figure for fringe benefits in 1976-1977 for all employes is \$417,381 and this shows an increase of \$56,769, or 15.7 percent, over the 1975-1976 actual expenditures of \$360,612. The Employer can certainly afford and has more than provided enough budgeted funds to cover the requested increases in this area. (See Association's Exhibit 14.)

(2) The requested Employer-provided coverages are not uncommon among first class school districts (see Association's Exhibit 6 and District's Exhibit C).

THIRD: The Association has proposed that the "extra-curricular" pay schedule be tied in with the base salary figure (accordingly, an increase in the base from \$8,650 to \$9,100 would increase the cost for coaching services). The Association has also proposed that the extra-duty pay schedule be revised, particularly to reflect an increase in the number of compensated days for one vocational agricultural teacher. The Association estimates that this new extra-duty schedule will cost the Employer \$3,000 more than last year.

The Association argues that: (1) The increased cost is well within the finances of the district; and (2) It is unfair and indeed wrong for the district to demand services during the summer months from a teacher without paying for them in full, in accordance with the number of days required by it.

FOURTH: The Association proposes that the 1976-1977 collective bargaining agreement of the parties contain a provision on teacher workload (class size).

The Association argues that because its proposal is phrased in terms of a desirable number and a maximum number of students per class and with certain "traditionally larger classes, such as Band, Choir, Physical Education, and in Team-teaching situations" being excluded from the maximums, and with other built-in safety valves ("lack of classrooms, teachers, and/or finances") its proposal grants the Employer the flexibility it needs while demonstrating the district's commitment to reasonably sized classes. The Association also argues that additional teachers are needed this year in four critical areas and that the pupil/teacher ratio in Sunnyside is the highest of the surrounding school districts and is among the highest in the state.

FIFTH: The Association has proposed a contractual provision calling for at least a 50 continuous-minute preparation period during each instructional day for all teachers. It points out the educational advantages of such a period and, above all, it stresses that while some grade school teachers in Sunnyside have preparation time and while nearly all junior high school teachers (except P.E. instructors) have preparation



time, only a few high school teachers have it. suggests that this causes an unequal and unevenly distributed workload among the teachers.

#### Position and Arguments of the Employer

The Employer has rejected outright the Association's proposals for provisions on teacher workload and preparation time.

The Employer, while not quarrelling with the Association's medical and dental insurance coverage proposals, simply insists that the maximum dental coverage should be \$15.95 per teacher per month, irrespective of any increase in the premium cost this school year.

The District, while agreeing with the Association's extra-curricular duty ("coaches' salaries") schedule, is unwilling to increase the number of compensated hours for the one vocational agricultural teacher and is only willing to commit itself to an increase in costs for the extra-duty schedule in the amount of \$2,000 (not \$3,000, as proposed by the Association).

Finally, the Employer flatly rejects the proposed salary schedule of the Association (with a \$9,100 base, a \$17,300 maximum, and an increase in the index from 0.04 to 0.45). Instead, the District offers an increase in the base of \$350 (from \$8,650 to \$9,000) with an across-the-board increase keyed to this increase in the base, but based on the same index of 0.04, all retroactive to July 1, 1976. The Employer's arguments in support of its salary proposal are three and they are found in the District's Exhibit A, which was received into evidence at the Public Hearing on November 16, 1976:

(1) "This District is one of a very few school district which, through proper financial management and personnel management, has not had to rely on the special levy. To suggest a complete departure from sound fiscal policies well established here would be a totally irresponsible act. Business and industry have flourished in this atmosphere of stability, and no school employees have been fired because of levy losses so common in other districts. To revise the well established fiscal policies of the Sunnyside School District is an open invitation to the inevitable social and economic chaos which now abounds in most areas of education."

(2) "Present Position: \$9,000 Base - Same Salary Schedule. The Board and the administration feel that the salary schedule is fair and equitable. It has been developed over the years, and the increments, columns, and factor show it compares favorably with other schedules. Any radical departure from the existing schedule will have serious financial consequences for the Sunnyside School District."

(3) "The Board feels that a \$9,000 base is fair and equitable offer in view of salary settlements in this geographical area.

Typical Salary Settlements, 1976-77

Goldendale - \$8,600  
Wapato - \$8,900  
Grandview - \$9,000  
Toppenish - \$9,000  
Union Gap - \$9,000  
Zillah - \$9,000  
Prosser - \$9,000  
Mt. Adams - \$9,050."

Finally, the Employer suggests that if the Association's salary scale were adopted, it would have the same effect, cost-wise, as if the district had raised its base salary from \$8,650 to \$9,500 (or \$850 or 9.83 percent) all in one year. N.B. The Employer estimates that a salary schedule with a \$9,500 base would cost the district in 1976-1977 alone \$2,268,252, which is comparable to the Association's cost estimate of \$2,262,262 for its proposed salary schedule.

ISSUES OF FACT

When all is said and done, the only factual disputes between the parties, in the opinion of the Fact-Finder, are three:

(1) Does the Employer have "the ability to pay" and how important is this question?

(2) What is the applicable "cost-of-living" index; how much did it increase between July 1, 1975 and July 1, 1976, and how important is such an increase?

(3) What would be the most comparable wages "of other employees performing similar services"?

FINDINGS OF FACT

Based on the competent, material, and substantial evidence on the whole record before him following the public hearing of November 16, 1976, the Fact-Finder hereby makes the following Findings of Fact:

(1) The Employer does have "the ability to pay" in this case. (And, theoretically, "the ability to pay" the full costs of the teachers' salary demands during the current school year 1976-1977 and in the immediate foreseeable future). However, the Employer's "ability to pay" is not the controlling question alone. The question of what is best for the long-run in the school district and the citizens who comprise its taxpayers and whether established school board policies and practices

have served the public and the teachers well must also be considered.

(2) The applicable cost-of-living index is the National Consumer Price Index for the period July 1, 1975 to July 1, 1976 (which rose 5.4 percent). Again, such an increase in the CPI, while important, is not controlling in and of itself.

(3) The most comparable wages of "other employees performing similar services" would be those paid in 1976-1977 in the school districts in the immediate geographical area (as suggested by the Employer) plus those first-class school districts throughout the state listed in the Association's Exhibit 15.

#### RECOMMENDED TERMS OF SETTLEMENT

Based upon these Findings of Fact, the Fact-Finder recommends the following terms of settlement:

Answer to Issue 1: The Employer's salary schedule for its teachers during the school year 1976-1977 should show a base of \$9,200, same index as 1975-1976 schedule, effective July 1, 1976.

Answer to Issue 2: The dollar amounts contributed by the Employer for its teachers during the school year 1976-1977:

- (1) for medical insurance coverage should be \$32 per month per teacher for family coverage (Blue Cross) effective July 1, 1976; and
- (2) for dental insurance coverage should be the full monthly cost per teacher for family coverage (the district's current dental plan is presently costing \$15.95 per month per teacher) effective July 1, 1976.

Answer to Issue 3: The Employer's schedule for paying its teachers during the school year 1976-1977:

- (1) for extra-curricular work ("coaches' salaries") be on the basis of the same pay schedule for coaches that was used by the Employer in the school year 1975-1976, adjusted upward according to the new salary base of \$9,200; and
- (2) for extra-duty work (other than for services as a coach) be on the basis of the same pay schedule for extra-duty work used by the Employer in the school year 1975-1976, adjusted upward by adding \$2,000 to the total cost thereof for the school year 1976-1977 (distributed to individual positions as mutually agreed upon by the district's superintendent of schools and the Association; provided, moreover, if there is no such mutual agreement, then distributed to individual positions as determined by the school board itself).

Answer to Issue 4: The 1976-1977 collective bargaining agreement of the parties should not contain a provision on teacher workload (class size).

Answer to Issue 5: The 1976-1977 collective bargaining agreement of the parties should not contain a provision on class preparation time (during the school day).

FACT-FINDER'S REASONING

In Re the Recommended Salary Schedule

The right of the school district, through its duly elected school board members, unilaterally to make decisions concerning how it will spend its cash reserves, what future salary schedule increments it will make, and how best to avoid tax rate increases or special levy elections has been modified by the Washington legislature since the matter of teachers' wages is a mandatory subject of collective bargaining. However, the duty to bargain does not imply an obligation "to agree to a proposal" of the teachers' nor an obligation "to make a concession."

The Association proposed a new salary schedule for 1976-1977, with a changed index, which would have granted a 5.2 percent increase at the bottom (with a \$9,100 base), an 11.1 percent increase at the top (with a \$17,300 maximum) for an estimated overall 9.3 percent increase in salary alone. The Employer countered with a 1976-1977 salary schedule which would have granted an across-the-board increase of 4.05 percent (with an increase in the base to \$9,000 and in the maximum to \$16,270).

The Fact-Finder's recommendation is for an overall 1976-1977 salary increase to the teachers of 6.36 percent (with an increase in the base to \$9,200 and in the maximum to \$16,560). Obviously, the Fact-Finder's recommendation is somewhere between the Association's proposal for a 9.3 percent overall increase and the Employer's offer of a 4.05 percent increase.

In explanation of his salary schedule recommendation, the Fact-Finder notes:

(1) He has previously made a Specific Finding of Fact concerning the Employer's "ability to pay" (theoretically, even the Association's more costly salary proposal) for the current year and for the reasonably foreseeable future.

(2) He has also made a Specific Finding of Fact concerning the 5.4 percent rise in the National Consumer Price Index from July 1, 1975 to July 1, 1976.

(3) In the Association's November 15, 1976 "Statement of Issues Presented to the Fact-Finder" he was informed of an October 5, 1976 settlement proposal (containing his recommended 1976-1977 Salary Schedule)



which had previously been worked out between the representatives of the parties, tentatively agreed to by the Employer but rejected by a vote of the teachers at an Association meeting on that same day.

(4) The recommended \$9,200 base, \$16,560 maximum, the retained 0.04 index factor, and the across-the-board salary increase of 6.36 percent are in line with the corresponding figures shown by the evidence for "other employees performing similar services."

(5) The 6.36 percent overall increase in teachers' salaries is in line with the budgeted amounts for increases to the Employer's classified personnel and to its administrators.

Finally, the Fact-Finder notes that by recommending an adjustment at each step of the salary schedule he is recommending to the Employer a commitment to higher costs for teachers' salaries, not just for 1976-1977 but in future years as well because it is reasonable to assume, certainly proper to hope, that the Employer will retain many of its experienced teachers in the years to come. While the members of the Association may have come to regard automatic step increases as a "matter of right" the law nowhere requires them and someday depressed economic conditions may actually threaten their magnitude, if not their very existence.

#### In re the Medical/Dental Recommendation

The Fact-Finder notes that the parties basically expressed no disagreement on this item, although their failure to agree on a salary schedule forced both of them to reserve also their respective positions on these fringe benefits.

The Employer's offer, in mediation, to pay \$32 (\$31.99) per month per teacher for medical insurance coverage is reasonable, as is its offer to pay \$15.95 per month per teacher for the district's current family dental plan. However, as the Association's spokesman properly pointed out, the original figure negotiated for the year 1975-1976 was higher than \$15.95 per month per teacher, and if the carrier selected by the Employer must now raise his rates, the teachers should have the benefit, certainly at least for the year 1976-1977, of an increased Employer contribution, in view of the savings which the district was able to effect for the prior year.

In addition, the recommendations are fair, to quote the Employer's chief negotiator, "in view of the total insurance contribution of the other school districts in this geographical area."

In re Extra-Curricular/Extra-Duty Pay Schedule

The parties have never been in disagreement over what "coaches" should be paid for their extra-curricular services in 1976-1977. The Fact-Finder's recommendation is simply what they have informally agreed upon, but were not able to formally agree to because of their continuing salary schedule dispute.

The parties had an initial difference of approximately \$1,000 (an increase of \$3,000 sought by the Association vs. \$2,000 offered by the Employer) with respect to what should be paid in 1976-1977 for all other extra-duty assignments. Moreover, the Association asserted that the Employer was demanding <sup>more</sup> extra-duty days from a vocational agricultural teacher than he was being paid for during the summer. The Employer denied this and offered to have its representative cease and desist any such demands for any unpaid days of service from its vocational agricultural teachers.

The Fact-Finder does not have sufficient evidence to make a judgment as to what, if any, additional duty days are being demanded of the vocational agricultural teacher in question. Therefore he accepts the assurances of the Employer's representatives that any and all demands for uncompensated extra-duty days for this teacher will cease and, in addition, he accepts the Employer's proposal for a \$2,000 increase in expenditures for extra-duty work in 1976-1977.

In Re Teacher Workload Recommendation

The Fact-Finder has recommended that no teacher workload (class size) provision be included in the 1976-1977 collective bargaining agreement of the parties. He makes this specific recommendation for three reasons:

(1) The parties are diametrically opposed on this issue; the Association has simply proposed such a provision and the Employer has declined to accept any such provision. For the Fact-Finder to insist now on such a provision in a non-mandatory area of bargaining would be for him to insert himself and his will in an area where the parties themselves "need not tread" unless they can mutually agree to do so.

(2) The future economic impact on the Employer and on the taxpayers of the school district of a proposal on class size like that offered by the Association is difficult to calculate. As a matter of fact, no such economic data was offered to the Fact-Finder concerning the effect of the Association's admittedly limited proposal for 1976-1977.

(3) Almost a third of the current school year has already elapsed. The important point is to have a current contract signed (which the Fact-Finder understands will actually be the first written "agreement" and certainly the first collective bargaining agreement of the parties). Anything on which the parties are in fundamental disagreement, if not mandatory for the contract itself, should be put aside at this time for consideration "on another day."

In so recommending as he has here, the Fact-Finder has not ignored the importance of this subject to teachers, students, parents, administrators, and members of the school board itself. Personally, he feels that smaller classes are essential for an improvement in learning, but that is his personal opinion and is not, in his opinion, necessarily so. Above all, class size has not been made a mandatory subject for bargaining by legislative fiat. Maybe PERC will ultimately rule otherwise but until then the Fact-Finder is of the opinion that persuasive authority for his position is found in the July 14, 1975 decision of Oregon's Public Employee Relations Board (now ERB) in the case of Springfield Education Association v. Springfield School District No. 19.

#### In Re Recommendation on Preparation Time

The Fact-Finder has recommended that no class preparation time (during the school day) be included in the 1976-1977 collective bargaining agreement of the parties. He has made this recommendation for one reason: to attempt to institute at this late date in the school year a mandatory "fifty (50) continuous minutes of preparation time during each instructional school day" would be exceedingly difficult, if not impossible. Therefore, in the interests of reality, he recommends that this proposal of the Association be left out of the contract this year and considered again next year.

In doing so, however, he expressly notes that Oregon's PERB (now ERB) in its Springfield Education Association case found preparation time to be "clearly a subject for mandatory bargaining." The Fact-Finder agrees with the reasoning and conclusion of this Oregon case on this subject.

#### CONCLUSION

Collective bargaining is sometimes a long, tedious and expensive process (particularly when it is followed by mediation and then fact-finding). Both parties, and their respective representatives, are to be commended for having settled all but five issues through bargaining and mediation.

In making his recommendations on the five issues at impasse, the Fact-Finder has attempted to comprehend, consider and reconcile, if possible, the respective but opposing positions and arguments of the parties.

As he has stated, he is of the opinion that the Employer has "the ability to pay" the economic demands made by the Association but "ability to pay" is not the sole criterion for judging what a Fact-Finder should recommend by way of a salary schedule or by way of a total economic package. "Comparable wages" paid in other comparable districts, the increase of the cost-of-living index, the overall percentage increase in one year, the increase at various steps and their effects on the cost of the employer in future years must all be considered.

"The greatest good for the greatest number" is still only an ideal, but it is an ideal worth striving for. This is what the Fact-Finder has attempted to do in this case.

DATED at PORTLAND, OREGON, this 2nd day of December, 1976.

Respectfully submitted,

*William H. Dorsey*  
WILLIAM H. DORSEY  
FACT-FINDER

WHD:jk