

Fact Finding Report for
Kent School District No. 415
and
Kent Education Association

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PUBLIC EMPLOYMENT
RELATIONS COMMISSION

Fact Finder Appointed November 23, 1976

Hearing held: December 8, 1976

Spokesman for District: Mr. Gary E. Patrick
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Kent School District
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Spokesman for Association: Mr. H. Cory Olson
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Fact Finder: Mr. R. A. Sutermeister
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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 November 23, 1976 and is to make his findings of fact and to recommend terms of settlement by December 23, 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.

A closed hearing was held in the chambers of the Kent City Council from 9:00 a.m. to 6:00 p.m. on December 8 and from 8:00 a.m. to 12:15 p.m. on December 9, 1976. The issues in dispute were the following:

Economic issues

- Salaries
- Fringe benefits
- Librarian extended contracts
- Stipends for secondary school department heads

Non-economic issues

- Dues deduction and representation fee
- Just cause
- Evaluation Criteria
- Maintenance of Standards
- Work Day

Salaries

Evidence was presented at the hearing in regard to the District's ability to pay higher salaries; salary increases compared with cost of living increases; and the position of starting and average salaries for Kent district teachers in comparison with those for comparable school districts; and other factors.

Recommendation: that the parties agree on a salary increase of 7% for the 1976-77 school year. When this is added to the cost of increments for experience and education (approximately 3%) and the added costs of other economic benefits recommended in this report, the total cost to the District will be approximately 11.5%.

Fringe Benefits

In order to restore the District's contribution to medical insurance to its 1973-74 level*, and in order to place the Kent School District contribution at about the average of contributions made by adjacent school districts, I believe the Association's dollar proposal should be adopted. The Association requested that teachers have the option of using part of this insurance money for group term life insurance. The dollar cost to the District will, of course, be the same no matter how these insurance funds are allocated. However, I make no recommendation on this allocation and suggest the parties negotiate on whether teachers may elect to use part of these funds for life insurance.

Recommendation: that the parties agree on an increase in medical benefits contributed by the District from \$30 per month to \$43.54 per month effective February 1, 1977.

Extended contracts for Librarians

Recommendation: that the parties agree to extend the contracts for librarians for five days this year.

* as a percentage of total cost

Stipends for secondary school department heads

Recommendation: that the parties agree to the District's proposal for extra duty pay for teachers in these positions.

Dues Deduction and Representation Fees

A very high proportion of teachers, 96%, has voluntarily joined the Kent Education Association. The Kent School District Board feels that the Board reflects the wishes of the community in wanting to maintain freedom of choice for the other 4% of teachers who are not members of the Association.

It should be clearly understood that the statute does not require any teacher to join the Association. Every teacher has the freedom of choice to join or not to join. However, the statute does say that teachers who elect not to join would be required, if the parties agree to an agency shop, to pay an amount equal to Association dues as a fee for being represented by the Association in collective bargaining.

I believe the argument that present teachers should have the freedom of choice carries some weight. I believe this argument carries less weight when applied to new teachers if they know when they accept a position that one of the conditions of employment is either to join the Association or pay representation fees.

The Association is legally required to represent all teachers whether they join the Association or not. The costs of the Association for negotiations, mediation, fact finding, arbitration, grievance processing, legal fees, etc. will doubtless continue to rise. I believe the

Association must have a degree of security if it is to fulfill its obligations. Many of the school districts in nearby areas have accepted an agency shop or a maintenance of membership clause in their contracts. These include Seattle, Renton, Lake Washington, Issaquah, Highline, Auburn and Enumclaw.

Recommendation: that the parties agree to a "maintenance of membership" clause. This means that all present teachers who of their own volition were members of the Association December 8* shall remain members for the duration of the agreement. Present teachers who have not joined the Association as of December 8 would have the freedom of choice to (1) join, (2) not to join but to pay a representation fee, or (3) not to join and not to pay a representation fee. Teachers hired after December 8, 1976 would be required to join the Association or pay the representation fee.

I further recommend that the parties adopt a "hold harmless" clause and that they, through negotiation, determine any contingencies** and whether the dues or fees should be deducted over a 10-month or a 12-month period.

Just Cause

Recommendation: that the parties accept the following concepts and negotiate the specific wording to appear in the contract:

1. No teacher shall be disciplined or reprimanded without just and sufficient cause.
2. If a teacher objects to a written reprimand, he/she may use the grievance procedure including binding arbitration.

* this is the date of the fact finding hearing

** Refer to last sentence of Association's proposal for Section 7

3. Provisions for use of the grievance procedure and binding arbitration will not apply to matters regulated by law including teacher proficiency, non-renewal of contract for continuing or provisional employee, discharge, or adverse effects of contract.

Evaluation Criteria

Recommendation: that the parties include in Article VII Section 3, number 7.0 words such as the following:

- 7.0 Is aware of and fulfills supplementary contracted duties and non-teaching expectations
- 7.1 Demonstrates responsibility for student discipline outside of the classroom
- 7.2 Demonstrates the ability to establish effective communications reflecting openness and honesty with patrons, staff.

Add a note at the end of 5.0 with words such as the following:

(Note: Criteria listed under 7.1 and 7.2 may also be applicable under this heading)

Maintenance of Standards

The fact finder was very impressed with the evidence of good faith exhibited at the hearing and in his discussions with the spokesmen. It seems clear that the District has no intention of reducing standards unless unforeseen outside circumstances would force it to do so. I therefore see no need for a maintenance of standards clause in the agreement. However, since the Association is concerned about the ratios for certificated support personnel, I do make one recommendation.

Recommendation: that the parties negotiate inclusion of the existing staff ratios for counselors; librarians; and elementary P.E., music, and reading specialists to be added at the appropriate place in the agreement.


Work Day

In my opinion the proposal of the Association for a maximum work day of 7½ hours would inject too much rigidity into the operation of a school and I therefore make the following recommendations for Article VII, Section 2, Work Day.

Recommendation:

1. that the parties agree to a minimum day of 7½ continuous hours and to total instructional time of 290 minutes per day.
2. that the Association's proposal on number of preparations be omitted.
3. that the District's proposal #3 be adopted in place of the Association's proposal #5.
4. that the District's proposal #5 be adopted.
5. that the District's proposal #7 be adopted except that the 90 minutes be reduced to 60 minutes.
6. that the District's proposal 9 and the Association's proposal #10 be omitted.
7. that other proposals in Section 2 on which the parties agree be retained.

Seattle, Washington
December 15, 1976



R. A. Sutermeister
Fact Finder