



## Introduction

The fact finder was appointed by the Public Employment Relations Commission on September 24, 1976 and, unless the dispute was settled within ten days after his appointment, is to make findings of fact and recommend terms of settlement by October 24, 1976. His recommendations are advisory only.

On September 27, 1976 (at least seven days before the date of the fact finding hearing, in accordance with WAC 391-30-720), 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 October 6 and 7, 1976, hearings open to the public were held at the Highline District Administrative Center. The issues in the dispute are the following:

1. Additional pay for additional time and/or responsibilities
2. Agency shop
3. Duration of agreement
4. No strike clause
5. Salaries and fringe benefits

### Additional Pay for Additional Time and/or Responsibilities

After a double levy failure two years ago, it was necessary for the District to cut back 50% on additional pay for many positions. The District proposed a restoration this year to 75% of the 1974-75 level. I believe

the financial condition of the District will permit it to restore 100% of the 1974-75 level pay and make other changes as recommended in detail below. These changes should be in addition to the percentage salary increase recommended later in this report.\*

Department Chairperson and Head Secondary Counselor	Restore to 100% of 1974-75 level
Distributive Education and Designated Office Occupations	Extended time of 2-4 weeks, depending on the number of students supervised, the specific number of weeks for each teacher to be determined by the parties
Intramural Program	Establish a committee to evaluate this program
Student Driving Instructors	Increase the rate to \$8.50 per hour in the 1976-77 school year
Librarians	Adopt the recommendation of the "Joint Committee of Highline School District Administration - Highline Education Association on Extra Duty and Additional Pay for Additional Time and/or Responsibility," dated April 15, 1976 which recommended extended time to be:  30 hours per school for elementary schools 60 hours per school for junior high schools 80 hours per school for senior high schools  and salary to be 1/40th of individual's base salary. For the 1976-77 school year one half of this time would be allowed since schools have already opened.
Psychologists, Social Workers and Environmental Education Specialists	Retain on present salary schedule since no rationale was expressed for a different schedule and no proposal for a specific schedule was made by the Joint Committee referred to in the preceding paragraph
Extra Duty Schedule	Restore all positions to 100% of point value.

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\* The percentage salary increase recommended for 1976-77 has already been added into the recommended rate for Student Driving Instructors.

Agency Shop

The District feels strongly that a public employer should not require employees involuntarily to deduct union fees as a condition of employment in order to hold a job supported by all taxpayers. On the other hand, the Association feels that since it is required to represent all employees in the unit, it should have financial support from them all. Many cases are currently being fought out in the courts relative to compulsory union membership.

It is my recommendation that for the 1976-77 year, the parties agree to maintenance of membership. This means that:

1. All members of the Association on October 6, 1976 must maintain membership as a condition of employment for the duration of the agreement
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 for the duration of the agreement
3. Staff members not currently belonging to the Association shall not be required to become members or pay representation fees as a condition of employment for the duration of the agreement.
4. Employment pool personnel who were members of the association at the time of their layoffs and become reemployed shall be required to resume membership in the Association as a condition of employment.
5. Employment pool personnel who were not members of the Association at the time of their layoffs shall not be required to become members or pay representation fees as a condition of employment, for the duration of the agreement.

The District feels that if it provides machinery for dues deduction, it should be held harmless by the Association, to protect it from any

losses it may sustain by such services. I agree with the District and recommend that the parties include a "hold harmless" clause in their agreement.

Duration of Agreement

I believe it is desirable to provide the parties with an opportunity to review the agreement at the end of the school year to examine possible changes in income to the District, changes in cost of living, changes in legislation or regulations of the Public Employment Relations Commission, and to review the functioning of the agreement in its first year.

Therefore, I recommend that the parties sign an agreement for one year beginning when it is ratified by both parties and terminating on July 31, 1977. The effective date for increases in salaries and benefits should be the beginning of the 1976-77 school year.

No Strike Provision

I recommend that the agreement contain a no-strike provision, the language of which shall be determined by the parties.

Salaries and Fringe Benefits

In arriving at recommendations in this area, I have considered the financial position of the District and the uncertainties of its revenues; the accuracy of predictions made in the past by the Association and by the District; the cost of living versus salary increases for the past 3 years, the past 5 years, and the past 10 years; settlements in other school districts up to October 6, and much additional data presented at the hearing and in the exhibits.


I recommend that the District grant a 10.5% increase for 1976-77 on each step of the 1975-76 teacher salary schedule. Such increase would apply also to the stipend for Master's and Doctor's degrees.

I recommend that nurses be compensated on a separate salary schedule, identical to the 1976-77 teacher salary schedule in salaries and experience increments, but that the training increments continue to be limited to 90 hours.

I recommend that an increase in dental benefits of \$2.55 per month be provided for each employee.

I recommend that an increase in medical benefits of \$11.00 per month be provided for each participating employee.

Seattle, Washington  
October 22, 1976

  
R. A. Sutermeister, Fact Finder