

Fact Finder's Report in the Matter of)
 Everett School District No. 2)
 and)
 Everett Education Association)
 Fact Finder: Jonathan S. Monat)
 Appointed September 29, 1976 per)
 WAC 391-30-714)

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 PUBLIC EMPLOYMENT
 RELATIONS COMMISSION

At the request of the negotiator for the Everett School District Number 2, Michael Manning, and the chief negotiator for the Everett Educational Association, John Morrill. The parties bargained until 6 pm on Wednesday, October 13, at the Everett Educational Services Center 4730 Colby, Everett, Washington. The parties reached impasse at this time on the following issues:

1. Maintenance of Standards,
2. Payroll/Dues and Agency Shop,
3. Release Time,
4. Building Representatives,
5. Association Leaves,
6. Just Cause,
7. Personnel Files,
8. Child Care,
9. Jury Duty/Subpeona Leave,
10. Salaries,
11. Salary Regulations,
12. Insurance,
13. Work Day,
14. Class Size,
15. Reduction in Force,
16. Complete Agreement,
17. Strikes and Lockouts, and
18. Duration of Agreement.

All other issues in dispute in this negotiations were resolved through and by the mutual efforts of the parties.

Below are the recommendations of the Fact Finder pursuant to WAC 391-30-730. The bases of the recommendations are in the Fact Finders participation as mediator in this dispute during the period of September 29, 1976, to October 13, 1976, on a daily basis, and upon the fact finding hearing held on Monday, October 11, 1976, at the Educational Service Center. The Executive Director of PERC has approved orally the presentation of the Fact Finder's Recommendations in this manner.

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1. It is recommended that the Maintenance of Standards provision last proposed by the EEA be implemented.

2. It is recommended that the EEA proposal on dues deductions from payroll (issue 5 in last proposal) be implemented but that the agency shop provision be rejected. The latter provision is too fundamental to be placed in a collective bargaining agreement other than by the direct negotiation and agreement of the parties.

3. It is recommended that Release Time (#6) and Building Representatives (#7) be dropped and Association Leaves as proposed by the EEA be implemented as per the exchange discussed during the last several days of negotiations.

4. It is recommended that the Just Cause provision proposed by the EEA on October 13, 1976, be implemented.

5. It is recommended that the Personnel Files provision offered by the District be implemented. This provision was offered at 5:45pm on October 13, 1976.

6. It is recommended that the Child Care provision proposed by the EEA be rejected.

7. It is recommended that the Miscellaneous Leaves provision offered by the District on October 3 at 7am be implemented. This item has been agreed to by the parties prior to the completion of the Fact Finding Report.

8. It is recommended that the Jury Duty and Subpoena leave proposal offered by the District at 5:45pm on October 13, 1976, be implemented.

9. It is recommended that the following compromise salary structure representing a combination of the parties' last positions be implemented. The salary increase for the first year shall be 7% and for the second year shall be 2% plus COLA (Seattle, May to May).

10. It is recommended that the District's last proposal, offered at 5:45pm on October 13, 1976, on Salary Regulations be implemented.

11. It is recommended that the District contribution for insurances be increased to \$47.50 per teacher per month in the first year and an additional \$10 per month in the second year of the two-year contract. There shall be no offset against other forms of salary increases and no dental plan in either year of the agreement.

12. It is recommended that the Workday proposal otherwise agreed upon by the parties be modified to include 30 minutes of blocked planning time for elementary teachers per day and one student period of planning time per day per teacher in block be implemented in the first year of the contract to be used only outside the student day.

13. It is recommended that the concept of Class Size be included in the agreement to the effect that teachers will be included in discussions with respect to policies governing class size.

14. It is recommended that the Reduction in Force policy be included in the agreement as proposed by the EEA except that the provision defining the reason for RIF in section A1 be modified to match the language of the last District proposal.

15. It is recommended that the EEA proposal on Complete Agreement including reopeners provision in the event PERC declares nonmandatory issues to be mandatory issues be implemented.

16. It is recommended that the District Strikes and Lockouts proposal be implemented.

17. It is recommended that this agreement be in force for the period of two years from the dates of its effect.

These recommendations will be supported by the copies of the final offers of each party and/or applicable language written by the parties in modification of the proposals. Much of the data for the above recommendations are drawn from the Fact Finding briefs of the parties submitted to PERC on September 27, 1976, and subsequent language and proposals submitted through negotiations during mediation and fact finding conducted by the above-named fact finder.

In the judgment of this fact finder, both parties could have come closer to agreement on these issues. However, on the final day of the negotiations this afternoon, management took an extensive caucus in direct contradiction to the fact finder's request. Substantial progress had been made until that time.

These recommendations are transmitted to the parties on this 13th day of October 1976 at the Education Service Center, Everett, Washington, by the fact finder.

Jonathan S. Monat