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1719-F-78-84

IN THE MATTER OF
FACT FINDING BETWEEN
FEDERAL WAY SCHOOL
DISTRICT #210

RECEIVED-OLYMPIA, WA

NOV 27 1978

and

PUBLIC EMPLOYMENT
RELATIONS COMMISSION

THE ASSOCIATION OF
FEDERAL WAY SCHOOL
PRINCIPALS

Recommendation Issued: November 20, 1978

FACTFINDING RECOMMENDATION
OF
CAROL J. TEATHER

Appearances:

FEDERAL WAY SCHOOL DISTRICT #210

William R. Kildall

THE ASSOCIATION OF
FEDERAL WAY SCHOOL
PRINCIPALS

Harold J. Walker

RECOMMENDATIONS OF THE FACTFINDER

Procedural Matters

The Factfinder was selected by the mutual agreement of the parties. Factfinding hearings were held in the board room of the Federal Way School District on October 10, 1978 and October 11, 1978. Mr. William R. Kildall, director of negotiations and policy development for the Federal Way School District represented the Federal Way School District #210 (the District), and Mr. Harold J. Walker, President of the Association of Federal Way School Principals represented the Association of Federal Way School Principals (the Association). At the hearings the testimony of witnesses was taken under oath and the parties presented documentary evidence. After reviewing the documents, the Factfinder contacted the parties and requested clarification of certain evidence presented by the District at the hearings. The District provided the Factfinder and the Association with the requested information.

Issues

At the hearing, the parties stipulated that the Factfinder should make findings and recommendations on the Federal Way School Board's package offer to the Association on June 23, 1978 as modified by the salary schedule offered in mediation on August 28, 1978. The parties further stipulated that the Factfinder need

not make findings and recommendations on Issue No. 6 Formal Agreement to Lobby the Legislature and Issue No. 7 Professional Improvement fund.

The parties presented five issues for the Factfinder's recommendation. In making my recommendation on the Board's proposed package offer of June 23, 1978 as modified by the salary schedule offered in mediation on August 28, 1978 and the five issues arising out of said offer, I have carefully considered all of the testimony, documentary evidence and arguments of the parties. In order that this report might not be unduly long, I have determined not to separately set forth each contention or argument of the parties and instead have determined to deal with them only to the extent necessary in making recommendations on each of the five issues presented by the parties.

Background

Federal Way School District is located in King County in Western Washington. The average daily student population for the district during the past school year was approximately 14,738 students. There are 34 certificated employees consisting of principals and assistant principals in the unit here under consideration.

Motion to Dismiss

Prior to the hearing, the District requested that the Fact-

finder make a ruling on the timeliness of the Association's presentation of its list of issues to the Public Employment Relations Commission and to the Factfinder contending that the Association did not provide its list of issues within the time frames set forth in WAC 391-30-704 and WAC 391-30-720. The Factfinder reserved her ruling on the District's motion to the present time in order properly to consider the matter.

The Factfinder finds that the Association had difficulty in preparing its material for presentation within the time frame set forth in the Washington Administrative Code Regulations and that it submitted its list of issues sufficiently in advance of the hearing date as to provide for adequate review. The Factfinder's ability to understand the material presented at the hearing was not altered in any way by the Association's delay in providing its list of issues. The District apparently received the Association's list of issues on September 21, 1978, approximately 20 days before the hearing and has not indicated that it was in any way prejudiced by its receiving this material on said date. The factfinding process is for the purpose of assisting the parties in resolving their differences and such purpose is not well served by dismissing the proceedings on technicalities. Inasmuch as the Association's delay in submitting its list of issues did not prejudice the District in any way nor hinder the ability of the Factfinder to make recommendations for settlement of the parties' dispute, the District's Motion to Dismiss is denied.

The District's Offer as a Package

The District's final offer with respect to salary improvement, fringe benefits, sick leave, number of contract days, and movement on the salary schedule was presented to the Association as a package. The Association rejected the package because certain of its terms were unacceptable to the Association. Specifically, the Association objected to the District's proposed salary and fringe benefit increases and the District's proposal with respect to movement on the salary schedule. After carefully reviewing the District's proposal as a package and examining the Association's objections to certain of its terms, I find there is merit to some of the Association's objections. I will therefore proceed to make recommendations on the five issues presented by the Association as being in dispute.

Issue No. 1 - Salary Improvement

The District proposed a pay package which represented a cost increase of 6.53 percent to the District over the 1977-78 salary schedule. In support of its proposal the District argued that its proposed salary schedule brought the minimum and maximum salaries paid to unit members into competitive range with the average minimum and maximum salaries paid to principals and assistant principals in the 12 School Districts of comparable size who have reached settlement. The comparable grouping encompasses school districts with enrollments of 10,000 to 19,999 students.

The Association took the position that under the provisions of Section 97 of substitute Senate Bill No. 3109, Chapter 339, Laws of 1977, First Extraordinary Session, the District was classified as a 9 percent district and that this figure should be used to determine the percentage increase to be given unit members. Basically the Association argued that its members are entitled to an 8.99 percent salary increase. In addition the Association maintained that the District's proposed salary schedule was unreasonable inasmuch as certain individuals on the 10th step of column B of the Salary Schedule would receive only a 3.3 percent increase.

Section 97 of substitute Senate Bill No. 3109 does not mandate an 8.99 percent wage increase for certificated employees in the District for the 1978-79 school year. Section 97 provides a formula for determining the amount of money to be allocated to the District for basic education. This formula consists of multiplying the number of certificated staff units as determined by the provisions of Section 97 1(a) and (b) by the actual average salary paid to certificated employees in the District in the 1977-78 school year increased by 9 percent. It is significant that the allocation provided to the District by the State is based on the average compensation level paid certificated employees within the District increased by 9 percent and not on the compensation level of each individual certificated employee within the District which would be the case if Section 97 mandated an 8.99 percent salary increase to each certificated employee within the District. The fund generated by this formula may be used by the

District to compensate its certificated employees. Compensation for purposes of the fund includes fringe benefits such as insurance.

The Factfinder noted that the position taken by the Association during factfinding that Section 97 mandated an 8.99 percent salary increase is inconsistent with the Association's last proposed Salary Schedule submitted in mediation on August 28, 1978. In its last proposal, the Association proposed that salaries be increased across the board by 10 percent which would represent a cost increase to the District of 11.15 percent.

Recommendation

The District's proposed Salary Schedule brings the minimum and maximum salaries paid to unit members to approximately the median position within the group of districts of comparable size who have reached settlement. This constitutes a considerable increase in ranking with respect to minimum annual salaries paid to unit members and a slight increase with respect to maximum salaries paid as is shown by the following chart:

FEDERAL WAY SCHOOL DISTRICT #210
 RANKED WITH DISTRICTS OF COMPARABLE SIZE
 WITH RESPECT TO MINIMUM AND MAXIMUM SALARIES
 PAID TO PRINCIPALS AND ASSISTANT PRINCIPALS

	1977-78		1978-79**	
	Minimum	Maximum	Minimum	Maximum
Jr. High V.P.	13th out of 13	7th out of 13	8th out of 12*	6th out of 12*
Sr. High V.P.	13th out of 13	7th out of 13	7th out of 12	8th out of 12
Elem. Prin.	12th out of 13	8th out of 13	7th out of 12	6th out of 12
Jr. High Prin.	12th out of 13	7th out of 13	6th out of 12	5th out of 12
Sr. High Prin.	13th out of 13	11th out of 13	7th out of 12	9th out of 12

* 12 districts settled
 ** Based on Districts Proposed Salary Schedule

It is the Factfinder's recommendation that the Association receive a wage increase based on the District's Proposed Salary Schedule of August 28, 1978 with the following change being made to column B. The Factfinder recommends that the minimum salary for senior high assistant principals and elementary principals on column B of the District's proposed Salary Schedule be increased by \$500 to a new minimum salary of \$24,015 and that the District's index of 2.51 percent be used in computing the remainder of the Salary Schedule for senior high assistant principals and elementary principals. The Association's objection to the fact that the District's proposal provided certain unit members on step 10 of column B of the Salary Schedule with only a 3.3 percent wage increase was reasonable. The Factfinder's recommendation will provide those unit members who were at step 10 of the Salary Schedule for senior high assistant principals and elementary principals last year with a 5.46 percent wage increase. The Salary Schedule incorporating the Factfinder's recommendation will reflect a cost increase to the District of 7.89 percent.

Issue 2 - Insurance Benefits

At the present time the District provides a contribution to fringe benefits of \$68 per unit member per month. The Association proposes that this figure be raised to \$75 per month per unit member. In support of its proposal, the Association presented an exhibit entitled "Salary Survey" prepared by the Association of Washington School Principals which set forth

budget amounts per principal and assistant principal for fringe benefits for the school year 1977-78. Frankly, after a careful study of this exhibit, I find it somewhat confusing. From an examination of the data on the amount of fringe benefits paid by districts with 10,000 to 19,999 students, it appears that some districts provide contributions for fringe benefits based on a percentage of an employee's salary while other districts pay a lump sum amount and still other districts, including Federal Way, pay a fixed sum per month per unit member. Since the methods of payment for fringe benefits varied so greatly between the districts, an evaluation of how Federal Way ranked when compared with other districts was extremely difficult. Furthermore, the districts within the comparable grouping varied greatly with respect to the number and type of fringe benefits provided. The Association did not explain this exhibit nor did it present any evidence which showed the amount paid per principal and assistant principal per month for fringe benefits by each district within the comparable group in order that the Factfinder might be able to make a proper comparison. As a result I was unable to determine precisely how the amount of fringe benefits paid to principals and assistant principals by the District compares with the amounts paid by other districts within the comparable group.

The District presented an exhibit which showed that the average amount per month paid by districts across the state for combined health and dental benefits for the 1977-78 school year was \$64.01 which amount was lower than the \$68 paid by the District. The District also presented evidence showing that its

offer of \$72.50 per month per principal and assistant principal for fringe benefits is the same amount as state employees are now receiving. While I recognize that medical and dental costs and thus the insurance plans covering such costs continue to rise considerably, there was no evidence presented which indicated that the \$72.50 offered by the District would not cover any increase in the cost of such insurance over the previous year. In the absence of any such evidence it would appear that the District's offer was reasonable.

Recommendation

The Factfinder recommends that the District provide a contribution for fringe benefits equal to \$72.50 per month per principal and assistant principal.

Issue 3 - Retroactivity

The District proposed that any increases to salaries and fringe benefits paid to unit members be effective as of the date of settlement. In support of its proposal, the District put into evidence the contracts provided to principals and assistant principals and the contracts provided to teachers for the 1978-79 school year. From a careful examination of these contracts, it appears that the Administrator's contract for the 1978-79 school year is silent with regard to retroactivity, whereas the teacher's contract contains a specific provision to the effect that any negotiated modifications with respect to salary and fringe benefits shall be retroactive to July 1, 1978 based on the actual number of contracted

days of employment. The District argued that if the Board had intended any negotiated salary increases for unit members to be retroactive they would have said so in the contract of employment given to principals and assistant principals at the beginning of the current school year.

The Association takes the position that any increases in salary and fringe benefits should be retroactive to July 1, 1978.

Recommendation

The Factfinder recommends that the increases to salaries and fringe benefits be retroactive to July 1, 1978. The administrator's contract for the 1978-79 school year contains no language with respect to retroactivity. The contract does not state that any salary and fringe benefit increases arising out of negotiations will be retroactive to July 1, 1978, nor does it state that such will not be the case. In the absence of any specific language to the effect that any increases to wages and fringe benefits resulting from negotiations will be effective from the date of settlement, unit members could reasonably assume that any such compensation increases would be paid from the beginning of the contract year, July 1, 1978.

The evidence presented at the hearing indicated that the District too contemplated that any compensation increases would be paid for the entire contract year from July 1, 1978 to June 30, 1979. The District testified that its proposed Salary

Schedule reflected a cost increase of 6.53 percent to the District. This cost increase was calculated on the basis of unit members receiving the salaries set forth on the District's Salary Schedule for the entire contract year.

Issue No. 4 - Movement on the Salary Schedule

The District has proposed that any administrator reassigned or transferred to a subordinate administrative position on the Principal's Salary Schedule shall maintain his or her credit for years of previous experience for the purpose of horizontal movement on said Salary Schedule. The Association agrees with the District's proposal but desires to add additional language providing that any administrator promoted to a higher administrative position on the Principal's Salary Schedule shall maintain his or her credit for years of previous experience for the purpose of horizontal movement on said Salary Schedule. The Association argued that if a person is promoted to a position of greater responsibility it is assumed that he or she has demonstrated ability and therefore he or she should not lose seniority as an administrator.

Recommendation

The Factfinder recommends that any administrator reassigned or transferred to a subordinate administrative position on the Principal's Salary Schedule maintain his or her credit for years of previous experience for the purpose of horizontal movement on said schedule. The Factfinder further recommends that any administrator promoted to a higher administrative position on the

Principal's Salary Schedule receive one year's credit for each five years of previous experience for the purpose of horizontal movement on said salary schedule. The parties presented no evidence showing how much experience in a subordinate position would enable an administrator to qualify for a promotion. However, it seems reasonable to assume that the administrator with the greatest amount of experience in the subordinate position would be promoted before an administrator with less experience assuming the abilities of the two individuals were fairly equal. Thus, it appears likely that an assistant principal with 7, 8, or 9 years experience as an assistant principal would be promoted to the position of principal before an assistant principal with 1, 2, or 3 years experience. Under the District's proposal, a junior high assistant principal with 6 years or more experience would have to take a cut in pay in order to accept a promotion to the position of principal, whereas an assistant principal with five years or less experience as an administrator would receive a salary increase upon being promoted to the position of principal. By giving some credit to an administrator for experience in a subordinate position, any such adverse effect on salary as a result of a promotion to a position of greater responsibility will be eliminated or at least greatly reduced.

Issue No. 5 - Number of Contract Days

The Factfinder finds that the parties are in full agreement that the number of contract days shall be 210 days of service for the administrative classifications A and B on the

Principal's Salary Schedule and 220 days of service for the administrative classifications C and D on the Principal's Salary Schedule. Contracts for more or less than the days of service in the administrative classification are to be computed at the per diem rate established within the classification range.


CAROL J. TEATHER, Factfinder

Date Issued: November 20, 1978
Seattle, Washington