

BEFORE THE FACT-FINDER

In the matter of the request of: )  
SEATTLE SCHOOL DISTRICT ) CASE 10578-F-93-166  
For fact-finding involving a )  
bargaining unit of certificated )  
employees represented by: ) FINDINGS OF FACT  
SEATTLE EDUCATION ASSOCIATION ) AND  
RECOMMENDATIONS

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Perkins Coie, by Lawrence B. Hannah, Attorney at Law; and Catherine E. Agor, Assistant General Counsel, and Lawrence J. Miner, Director of Labor Relations, appeared on behalf of the district.

No appearance was made on behalf of the association.

On July 12, 1993, the Seattle School District requested the Public Employment Relations Commission to initiate fact-finding procedures as outlined in RCW 41.59.120. On August 9, 1993, a Notice of Hearing was sent to all parties, scheduling the fact-finding hearing for August 20, 1993 at 9:30 a.m., in the Commission's office at Kirkland, Washington. Fact-finder Katrina I. Boedecker opened the hearing at the date, time, and place specified in the notice of hearing. The employer entered its appearance; nobody was in attendance for the Seattle Education Association (SEA). The Fact-finder recessed the hearing and attempted to make contact, by telephone, with an SEA representative. The Fact-finder spoke directly to "Doc" Dengenis of the Washington Education Association, who had represented the SEA during negotiations. Dengenis confirmed that the SEA was aware that the fact-finding hearing was occurring in Kirkland, Washington. Dengenis indicated that the SEA neither wanted to appear nor wanted to participate in the fact-finding process. He intimated that the SEA was not participating in the process because the employer had acted unilaterally. The Fact-finder advised Dengenis, however, that a review of the Commis-

sion's records indicated that the employer was following the dictates of the Educational Employment Relations Act, Chapter 41.59 RCW, and the Commission's Impasse Resolution Rules, Chapter 391-55 WAC.<sup>1</sup>

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<sup>1</sup> RCW 41.59.120 provides:

(1) Either an employer or an exclusive bargaining representative may declare that an impasse has been reached between them in collective bargaining and may request the commission to appoint a mediator for the purpose of assisting them in reconciling their differences and resolving the controversy on terms which are mutually acceptable. If the commission determines that its assistance is needed, not later than five days after the receipt of a request therefor, it shall appoint a mediator in accordance with rules and regulations for such appointment prescribed by the commission. The mediator shall meet with the parties or their representatives, or both, forthwith, either jointly or separately, and shall take such other steps as he may deem appropriate in order to persuade the parties to resolve their differences and effect a mutually acceptable agreement. The mediator, without the consent of both parties, shall not make findings of fact or recommend terms of settlement. The services of the mediator, including, if any, per diem expenses, shall be provided by the commission without cost to the parties. Nothing in this subsection (1) shall be construed to prevent the parties from mutually agreeing upon their own mediation procedure, and in the event of such agreement, the commission shall not appoint its own mediator unless failure to do so would be inconsistent with the effectuation of the purposes and policy of this chapter.

(2) If the mediator is unable to effect settlement of the controversy within ten days after his or her appointment, either party, by written notification to the other, may request that their differences be submitted to fact-finding with recommendations, except that the time for mediation may be extended by mutual agreement between the parties. Within five days after receipt of the aforesaid written request for fact-finding, the parties shall select a person to serve as fact-finder and obtain a commitment from that person to serve. If they are unable to agree upon a fact-finder or to obtain such a commitment within that time, either party may request the commission to designate a fact-finder. The commission, within five days after receipt of such request, shall designate a

The Fact-finder reconvened the hearing. The employer submitted a position paper and argument on each issue as it was presented during the hearing. The employer then waived the filing of a post-

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fact-finder in accordance with rules and regulations for such designation prescribed by the commission. The fact-finder so designated shall not be the same person who was appointed mediator pursuant to subsection (1) of this section without the consent of both parties.

The fact-finder, within five days after his appointment, shall meet with the parties or their representatives, or both, either jointly or separately, and make inquiries and investigations, hold hearings, and take such other steps as he may deem appropriate. For the purpose of such hearings, investigations and inquiries, the fact-finder shall have the power to issue subpoenas requiring the attendance and testimony of witnesses and the production of evidence. If the dispute is not settled within ten days after his appointment, the fact-finder shall make findings of fact and recommend terms of settlement within thirty days after his appointment, which recommendations shall be advisory only.

The rules adopted by the Commission for impasses include:

WAC 391-55-330 The order of presentation at the hearing shall be as agreed by the parties or as determined by the fact finder. The fact finder shall be the judge of the relevancy of the evidence. All evidence shall be taken in the presence of all parties, unless a party is absent in default or has waived its right to be present. Each documentary exhibit shall be filed with the fact finder and copies shall be provided to the other parties. The exhibits shall be retained by the fact finder until an agreement has been signed, after which they may be disposed of as agreed by the parties or as ordered by the fact finder.

WAC 391-55-335 The fact finder may proceed in the absence of any party who, after due notice, fails to be present or fails to obtain an adjournment. Fact finders shall treat any subject on which one party has taken a position that it is not a mandatory subject for bargaining in accordance with this rule. Findings of fact and recommendations shall not be made solely on the default of a party, and the fact finder shall require the participating party to submit such evidence as may be required for making of the findings of fact and recommendations.

[All emphasis supplied.]

hearing brief. The materials submitted by the employer were mailed to the SEA by the Fact-finder, after the close of the hearing.

### BACKGROUND

The Seattle School District is an urban district with approximately 2,750 non-supervisory, certificated employees. Those employees are in a bargaining unit which is represented by the SEA<sup>2</sup>. In addition to the collective bargaining agreement covering the certificated bargaining unit, the district has collective bargaining agreements with 12 other bargaining units: The SEA represents two other units -- one of clerical employees, and one of para-professionals; International Union of Operating Engineers, Local 609, represents three units, covering custodial workers, security guards and food service workers; the Seattle Building Trades Council, Teamsters Local 117, Teamsters Local 174, Machinists Lodge 79, Machinists Lodge 289, the Principals Association of Seattle, and International Brotherhood of Electrical Workers, Local 46, represent one unit apiece.

The district and the SEA met informally in January, 1993, regarding a replacement for their 1991-1993 collective bargaining agreement. Formal negotiations began February 22, 1993. After 21 meetings, the employer gave the SEA a final offer on June 11, 1993. That same day, the SEA responded that it would not recommend the offer, and it agreed to request a mediator from the Commission. On June 18th, the SEA membership rejected the district's offer.

On June 21st, Mediator Frederick Rosenberry of the Commission staff contacted the parties to schedule mediation. The district agreed to three dates for mediation sessions; the SEA stated it was not available until the week of August 23rd. The district asserted

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<sup>2</sup>

Hereinafter, this unit will be referred to as the certificated bargaining unit.

that waiting over two months to resume negotiations was unacceptable to it.

On July 7, 1993, the district requested the Commission initiate this fact-finding process. In the absence of SEA participation in the selection of a fact-finder, the district also requested the Commission to appoint a fact-finder.

### ISSUES

During the course of the fact-finding hearing, the district presented argument on thirteen proposals. Since the SEA chose not to attend the hearing, its position on those proposals is only before the Fact-finder as the employer's understanding of the issue.<sup>3</sup> It should be noted that a fact finder's recommendations are based on the evaluation of a proposal as measured by a standard of "reasonableness", not on the number of arguments presented.<sup>4</sup>

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<sup>3</sup> Each of the district's representatives who entered an appearance on the record at the hearing was sworn to tell the truth. However, the fact-finder emphasized at the hearing that the employer's statement of the "union position" on each issue could only be admitted into evidence as "the employer's understanding of the union's position."

<sup>4</sup> Another of the impasse rules, WAC 391-55-345, provides:

The findings of fact and recommendations of the fact finder shall not be subject to review by the commission. Fact finders shall rule only on the reasonability of the proposals advanced in the context of the whole of the negotiations between the parties and shall not rule on whether or not a subject or proposal in dispute is a mandatory subject for collective bargaining. [Emphasis supplied.]

ISSUE ONE: WORK YEAR CALENDAREmployer position --

The employer proposes that the work year calendar for each year of an anticipated three-year collective bargaining agreement be established now, at the outset of the agreement. It points out that a broad range of district constituents have to make plans which are contingent upon knowing when required work days are scheduled. The district cites examples of students, parents and staff who need to plan travel, summer school and outside employment; present staff and new employees who need notification of scheduling and personnel assignments; operators of data processing systems; speakers and consultants for workshops and programs; people participating in athletic and extra-curricular activities; participants in programs involving special education students from other districts; vendors of supplies and equipment; outside organizations that plan camps outside of school hours; and reports required by state and federal governments.

The district advances that it receives hundreds of calls and inquiries from calendar "stakeholders" each spring and summer. It contends that it needs to have the calendar established to answer the inquiries in a timely fashion, and to avoid inconvenience to the public and administrative burden created by repeat callers.

The district also submits that in years past, education associations have delayed the setting of the calendar as a tactic designed to enhance their leverage in bargaining. The district suggests the use of a "perpetual calendar formula", as was suggested in the fact-finding in Everett School District and Everett Education Association, Case 4895-F-83-150 (1983). At a minimum, the district urges that calendars be set now for all three future school years.

Employer's understanding of the union's position --

The district perceives that the SEA agrees to the calendar proposed by the employer for 1993-1994. The district understands the SEA to assert that the establishment of the 1994-1995 and 1995-1996 work year calendars should be deferred to subsequent years.

FINDINGS OF FACT AND RECOMMENDATION ON WORK YEAR CALENDAR

There is no question that the establishment of the work year affects a myriad of people -- including the parties to this proceeding, other unions representing district employees, and outside third parties. As was held in Lower Snoqualmie School District, Decision 1602 (EDUC, 1983), the development of the work year calendar is a mandatory subject of bargaining. Thus, a bargaining unit's claim to be able to bargain the establishment of the calendar is a greater legal right than the consideration of the convenience of outside third parties. Nevertheless, the employer's point is well taken that no party is served by keeping the calendar in limbo to a late date.

Balancing the certificated employees' bargaining rights with the efficient functioning of the district and the needs of all the constituent groups, the parties will be directed to adopt the calendar for 1993-1994 that is not in dispute; and bargain during a specific time for the establishment of the 1994-1995 and 1995-1996 work year calendars, with a predetermined "default" calendar that will take effect if the parties are unable to reach agreement during bargaining.

YOUR FACT-FINDER RECOMMENDS: The parties' collective bargaining agreement should be amended as follows:

1. The appendix regarding work year for 1993-1994 should be as detailed in Attachment A to this fact-finding report.

2. An appendix regarding work year for 1994-1995 should be added as detailed in Attachment B to this fact-finding report, and include the following additional language:

On or before February 1, 1994, the parties shall meet to bargain the establishment of the work year calendar for the 1994-1995 school year. If no agreement is reached by April 1, 1994, the work year calendar for 1994-1995 shall be as detailed in this Appendix.

3. An appendix regarding work year for 1995-96 should be added as detailed in Attachment C to this fact-finding report, with the following additional language:

On or before February 1, 1995, the parties shall meet to bargain the establishment of the work year calendar for the 1995-1996 school year. If no agreement is reached by April 1, 1995, the work year calendar for 1995 -1996 shall be as detailed in this Appendix.

ISSUE TWO: HEALTH INSURANCE

Employer position --

The employer asserts that "pass through" based on state funding for insurance benefits should be maintained. The district contends that the benefit contributions bargained with the certificated unit have historically been based on the state funding amounts. It points out that the district pays the entire amount of health care benefits for teachers whose positions are not even funded under the state formula.



The district interprets Substitute House Bill (SHB) 1784, passed by the 1993 legislature, as establishing a system intended to increase access to health insurance for retired and disabled school employees, by providing a subsidy financed through a charge against the health insurance allocations for active school employees. The district advances that, starting October 1, 1993 for the 1993-1994 school year, it is required to remit \$10.00 per month to the State Health Care Authority for each full-time employee plus a prorated amount for part-time employees not receiving a full district contribution. It further advances that the required remittance increases to \$16.46 per month, effective October 1, 1994. The District cites Section 504 of the 1993-1995 State Budget, as showing that the state-funded net amount declines because of the remittances required. The district argues that a Washington Education Association lobbyist supported the interpretation that the net state contribution is decreased to "carve out" a subsidy fund which will allow retired and disabled school employees to participate in the state medical plan at a reduced rate. The district asserts that the "carve out" amounts to a deferred compensation plan, which will apply to and benefit all present school district employees in the future.

Finally, the district maintains that the cost to fund the subsidy from local monies would be \$1.2 million for the certificated bargaining unit over the biennium.

Employer's understanding of the union's position --

The employer believes that the union wants the district to cover the cost of the subsidy with local funds. The employer understands that the union has acknowledged that such payment would be a large cost to the district.

FINDINGS OF FACT ON INSURANCE

There is no question that the Legislature increased its funding for the health care benefits for school certificated employees supported by the state formulae. For the 1993-1994 school year, the amount provided by the state will be \$317.79. For 1994-1995, the state-funded amount will be \$350.25.

The parties have an insurance pool, which redistributes any insurance dollars not used by bargaining unit employees to pay insurance benefit costs for employees whose premiums are more than the state-funded amount. Out of the 2,751 employees in the certificated bargaining unit in 1992-1993, only 951 had their insurance premiums fully covered by the insurance pool. The remaining 1,800 employees had to self-pay part of their insurance premiums.

The fact that the district chooses to pay health insurance costs for teachers that the district chooses to employ beyond those funded by the state formulae, is not persuasive. That is a cost of doing business if the district desires to enrich its staffing through local or grant funds.

The claim that it would cost over \$1 million dollars in local funds to pay the subsidy is also not persuasive. In fact, the district's cost analysis is suspect, since it includes costs for non-certificated employees.<sup>5</sup>

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Only certificated employees have the right to fact-finding, and the Executive Director of PERC expressly declined the district's request for "factfinding" in the two "classified" units represented by the SEA.

The determination of the intent of the legislature in the passing SHB 1784 is pivotal in your Fact-finder's recommendation on insurance. The district submitted a transcript of public testimony received on SHB 1784 in the House Appropriations Committee, chaired by Representative Gary Locke, on February 16, 1993. A spokesperson for the Service Employees International Union (SEIU),<sup>6</sup> expressed concern with the intent section of the bill

"... where you [the bill sponsors] clearly articulate that if [sic] is your intent to provide retired school employees with a subsidy charged against Health Insurance allocations from active employees ...."

A representative of the Washington State Retired Teachers Association testified,

"... But let there be no mistake about it, this bill is good for every active K-12 employee in that they no longer will have to be concerned about where they will find affordable health insurance when they retire. It will be available throught (sic) the Health Care Authority ...."

Interesting testimony defining the intent of the bill came from the Washington Education Association's lobbyist, Karen Davis, who stated,

"... Finally one comment on the funding, it's going to be difficult, I know, with the projection rates for funding health insurance. We're very anxious about how much the carve out will be, we know it's a form of extended or deferred compensation, if you will, for retirees, and our active [members] will be retirees, but we also want to phase this in with the lease [sic] amount of hurt, if you will, and so appreciate a lower percentage the first year going up to the full percentage in the second year. ..."

Testimony before a legislative committee does not necessary reflect the intent of the bill when it was ultimately passed, but it appears that SHB 1784 was non-controversial when it

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<sup>6</sup> The SEIU represents 4,000 school classified employees.

became Chapter 386, Laws of 1993.<sup>7</sup> The measure carried an effective date of July 25, 1993, except for certain sections which are effective on either October 1, 1993 or May 15, 1993. The intent section, which was one of those effective May 15, 1993, reads:

Sec 1. It is the legislature's intent to increase access to health insurance for retired and disabled school employees and also to improve equity between state employees and school employees by providing for the reduction of health insurance premiums charged to retired school employees through a subsidy charged against health insurance allocations for active employees. It is further the legislature's intent to improve the cost-effectiveness of state-purchased health care by managing programs for public employees, in this case retired school employees, through the state health care authority. [Emphasis supplied.]

The language of the bill supports the district's assertion that the funding of health care insurance for retirees of school districts was intended to come, in part, from a "carve out" of the state allocated funds for current employees. On the other hand, a study of the exact language of the employer's proposal in this area reveals that the employer does not trust that it is prohibited by any statute from paying the subsidy out of local monies. This is an excellent example of where it would have been most helpful if the union had chosen to participate in the proceedings, instead of boycotting the fact-finding.

Although nothing is found that would bar the employer's payment of the subsidy from local funds, the employer's argument concerning the intent of the statute (i.e., to have the subsidy come from the state allocation of money

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The Certification of Enrollment for the bill indicates that it was passed by the Senate April 8, 1993 by a vote of 46 to 0 and passed by the House April 20, 1993 by a vote of 97 to 0.

for health care insurance benefits), is reasonable. As stated above, all arguments in a fact-finding must be judged against a standard of reasonableness. With no other arguments to consider, your fact finder adopts the employer's proposed language for health insurance.

**YOUR FACT-FINDER RECOMMENDS:** The parties should incorporate the following language into their collective bargaining agreement, at **ARTICLE V: EMPLOYEE BENEFITS; Section A: Group Insurance Provisions**

1. The District shall make available funds to contribute toward premiums of District-approved group insurance programs. It is the intent of the parties to comply with the limitations imposed by State laws, appropriations acts and implementing regulations as they relate to expenditures for employee benefits. No provisions of this Contract shall be interpreted or applied so as to place the District in breach of the benefit limitations imposed by State law or to subject the District to a State funding penalty. Pursuant to RCW 28A.400-.275(1), the parties agree to abide by the State laws relating to school district employee benefits. The parties acknowledge that this insurance agreement is for a term of one year, subject to automatic extension for the ~~ensuing year~~ 1994-95 in the absence of written notice otherwise by one party to the other prior to June 1 of ~~1992~~ 1994.

a. Employees eligible for full participation in the District-approved insurance programs are defined as those who work four (4) or more hours per day.

b. For ~~1991-92~~ 1993-94 the District contribution to the Group Insurance Pool shall be at the rate of ~~two hundred forty six~~

~~dollars and twenty four cents (\$246.24)~~ three hundred seven-  
teen dollars and seventy-nine  
cents (\$317.79) per month for  
September 1991 1993 and then  
~~two hundred eighty nine dollars  
and ninety five cents (\$289.95)~~  
three hundred seven dollars and  
seventy-nine cents (\$307.79)  
per month for the remaining  
eleven (11) months for each  
full-time equivalent certifi-  
cated employee of the District.

For 1994-95 the District con-  
tribution to the Group Insur-  
ance Pool shall be at the rate  
of three hundred seven dollars  
and seventy-nine cents (\$307-  
.79) for September 1994 and  
then three hundred thirty-three  
dollars and seventy-nine cents  
(\$333.79) per month for the  
remaining eleven (11) months  
for each full-time equivalent  
certificated employee of the  
District.

~~For 1992-93, the District's  
contribution shall be based on  
a pass-through of State funding  
for insurance (the monthly sup-  
port figure).~~

- c. The process for distribution to employees and for adjusting the rate of available benefits for 1991-93 1993-94 and 1994-95 is as set forth in Appendix K.
2. During 1993-94 and 1994-95 the District and the Association shall continue a committee to study the District's Insurance Program and to make recommendations.
3. Group Insurance for 1995-96 will be the subject of timely negotiations in light of state health care laws and regulations.

**Additionally the parties should amend Appendix K of their collective bargaining agreement to be consistent with this article.**

**ISSUE THREE: TRANSFERS WHILE ON PROBATION**

**Employer position -**

The employer contends that the current contract language allows a poorly performing employe to nullify a carefully designed evaluation and monitoring system, by requesting a transfer to another work site. It asserts that, because of the way an existing "unassigned transfer pool" functions, there is no administrative control over who must assume responsibility for following through on the observations and other requirements of probation. Thus, poor performers can "beat the system" by recycling themselves from one school or program to another. Additionally, the employer points out that a well-intentioned probationary employee who transfers to another work site with the belief that it will provide a clean slate may actually be undermining chances for a successful probation, by breaking the continuity of supervision and sustained monitoring efforts.

The employer characterizes this as a "quality of education" issue. It proposes that probationary employees only be allowed to transfer with the approval of the principals or program managers of the work sites involved and the appropriate education director(s).

**Employer's understanding of the union's position --**

The district states the union position as "No".

**FINDINGS OF FACT ON TRANSFERS ON PROBATION**

The district should be commended for all its attempts to improve the quality of education it offers its students.

The district posited that the proposal would affect 10 to 15 certificated employees a year. The district was unable to offer a reasonable explanation of how the proposal would adequately protect a bargaining unit employee from a vindictive supervisor. Additionally, the district did acknowledge that a certificated employee who might perform poorly under one principal, might perform well when working with a different principal.

Although the district's goal is admirable, it has not offered a reasonable means of getting there.

**YOUR FACT-FINDER RECOMMENDS: No new language regarding transfers while on probation be added to the parties' collective bargaining agreement.**

**ISSUE FOUR: STAFFING WAIVERS -- NEW POSITIONS**

**Employer position --**

The employer proposes to add "newly-created positions" to the list of position openings which could be filled on the basis of a selection by an interview team. The employer submits that current contract language permits bargaining unit employees to take a vote to authorize that position openings created as a result of resignation, promotion, voluntary transfer, retirement or death be filled through an interview selection process, which the SEA controls, rather than on the basis of straight seniority.

The employer views its proposed language as a logical extension of the current process. The employer submitted evidence that the process has been in effect for the past two years: The first year, 35 schools applied for contract waivers; the second year, 50



schools applied. At least one school requested a waiver for the purpose of filling a newly-created position, but that request was denied because it did not comply with the contract language. There is no memory at the district as to why "newly created" positions were not included when the language was first developed.

The district stresses that it cannot require a school to request a waiver from the contract, nor can it force the employees at a given school to take a vote to request a waiver. The SEA has an established union committee which evaluates all waiver requests, and makes the final decision in each case.

The district is also proposing inclusion of language that details the process currently in use.

Employer's understanding of the union's position --

The district believes that the SEA has responded that "our members are not ready for this", without further explanation.

FINDINGS OF FACT ON STAFFING WAIVERS

The current language is clear that the SEA retains control of all the waiver requests. There is nothing in the district's proposal that would modify that control.

The district's argument that this is a logical extension of the current practice is reasonable. This is especially the case in light of the fact that SEA members in at least one school have requested a waiver for a newly-created position.

There is no indication that the procedural details that the district includes in its proposal would erode any working conditions for bargaining unit members.

These are modest changes. Since the SEA chose not to participate in the fact-finding, there is no explanation for the its alleged response that its members were not "ready" for the additional inclusion.

YOUR FACT-FINDER RECOMMENDS: The "Memorandum of Understanding Concerning the Filling of Certain Vacancies" that is attached to the parties' collective bargaining agreement, should be amended as follows:

1. The memorandum will expire August 31, 1996;

2. The third line of paragraph "1" will read: "qualified applicants for the filling of vacancies which are newly created or created by ...";

3. Paragraph "7" will read: "Positions that are newly created or open due to resignations, promotions, voluntary transfer, retirement, or death shall be clearly identified."

4. A new paragraph 8 will read: "Positions that are open should be posted as early as the budget process makes practical, and there should be at least two (2) weeks given for applying an interviewing."

5. A new paragraph 9 will read: "The application and interview processes should be the same for all positions, at all sites."

6. A new paragraph 10 will read: "The District shall provide each school with five (5) copies of the announcements of positions open for selection through the waiver process."

**7. Renumber remaining paragraphs for consistency.**

**ISSUE FIVE: COUNSELOR REQUIREMENTS**

**Employer position --**

The employer proposes to eliminate the requirement that school counselors have a teaching certificate and one year of successful classroom experience.

The district's research shows that it is the only district in the state with this requirement. It advances that the language came from historic state requirements which have since been changed. Its rationale for the proposal is in two parts. First, the district does not believe the teaching certification/experience requirements are bona fide occupational qualifications, and sees that they bear no rational relationship to satisfactory performance as a counselor. Second, the district has experienced how these requirements create economic barriers for qualified applicants who otherwise would seek employment with the district, and how the requirements are detrimental to the district's affirmative action efforts in attracting qualified minority applicants.

**Employer's understanding of the union's position --**

The district states the union position as "No".

**FINDINGS OF FACT ON COUNSELOR REQUIREMENTS**

The State Board of Education sets the educational and professional requirements for school counselors. That board no longer requires a teaching credential and one year of successful teaching experience as prerequisites for an Educational Staff Associate (ESA) counselor certification. An ESA certificate is required of certain

other professional employees: Communication disorders specialists, school nurses, occupational and physical therapists, psychologists, social workers and reading resource specialists. None of these positions require the teaching certificate or year of experience.

The district has experienced difficulty filling counselor positions. Two presently employed counselors do not have the required one year of teaching experience. The SEA granted waivers in order for the incumbents to fill the positions.

There is no evidence that counselors with a teaching certificate and one year of teaching experience perform better in their jobs than those without those qualifications. There appear no reasons to continue these additional requirements for the SEA members.

**YOUR FACT-FINDER RECOMMENDS: The parties should delete the language in Article VI: Assignment and Scheduling of Employees; Section M: School Counselors; Paragraph 1. that reads: "Counselors shall also hold valid teachers' credentials in the State of Washington and have at least one (1) year of successful classroom experience."**

**ISSUE SIX: PARENT-TEACHER CONFERENCES**

**Employer position --**

The employer proposes that a joint committee be established for the purpose of finding more effective ways of scheduling parent-teacher

conferences for grades K-5. It proposes to have the committee issue its report by February 1, 1994.

Employer's understanding of the union's position --

The district states the union position as "No".

**FINDINGS OF FACT AND RECOMMENDATION ON PARENT CONFERENCES**

Parent-teacher conferences are currently held in the month of November, over a seven-day to ten-day period. To allow time for the conferences, students are dismissed about two hours early each day. This causes a reduction in the time that education goes on in the classroom. It can also cause difficulties for working parents, who have to find additional care for their children, outside of their normal arrangements, for up to two weeks. School board members and district administrators have received numerous complaints from parents about the way the conferences are currently scheduled.

The scheduling of parent-teacher conferences is clearly a working condition for the members of the certificated bargaining unit. The parties should be encouraged to negotiate all working conditions. The parties have recently agreed upon the creation of a bargaining council to make mid-term changes in their collective bargaining agreement. The bargaining council would be the appropriate body to receive the committee's report. Having the committee conclude its work by February 1, 1994 is sensible, as it would allow time to plan for the following school year. The district's proposal is reasonable.

**YOUR FACT-FINDER RECOMMENDS: The parties' collective bargaining agreement should include a new "Memorandum of Understanding Concerning**

Parent-Teacher Conference Study Committee". The Memorandum of Understanding shall detail that both the district and the SEA shall each have 5 members on the committee, unless mutually agreed otherwise, and the committee shall report to the bargaining council by February 1, 1994.

ISSUE SEVEN: WORKERS' COMPENSATION

Employer position --

The employer desires to modify two aspects of the contract language concerning worker's compensation. First, it wants to charge an employee's accrued sick leave for the "supplement" that it pays to maintain an injured employee at his/her normal pay.<sup>8</sup> Second, the district wants to be able to require an employee to return to work in a suitable interim assignment, while awaiting clearance to return to regular contracted duties.<sup>9</sup>

The employer offered proof that, under the present scheme, an injured worker is better compensated while off work than while working. This is the result of a combination of the tax treatment of worker compensation "time loss" payments and the contractual requirement that the district offer full pay without loss of sick leave. The employer supplied statistics to show a low rate of workers compensation claims exists in this bargaining unit of 2,751

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<sup>8</sup> The Seattle School District is a self-insured employer under the state worker's compensation system. The workers' compensation benefit amount established by the state is less than the employee's normal wage. Currently, a employee on leave due to a work-related injury receives "continuation of salary without loss of sick leave."

<sup>9</sup> The contract now requires that the employee's return to work must be only to his/her "contracted professional duties".

members: For school year 1991-1992, 26 time-loss claims were paid; for school year 1992-1993, 18 time-loss claims were paid. The employer argues that the current payment scheme is indefensible from any perspective -- cost, legal requirements, or common sense.

The employer contends that limiting return-to-work assignments to regular contracted duties exceeds the requirements of the state industrial insurance laws, may conflict with the Rehabilitation Act of 1978, and may prevent making reasonable accommodation under the Americans with Disabilities Act (ADA).

Employer's understanding of the union's position --

The district states the union wants no change made.

FINDINGS OF FACT ON WORKERS' COMPENSATION

Under normal workers' compensation arrangements, there is an incentive to return to work. Only by returning can the worker achieve full income. The district's proposal is not reducing a person's normal income during the time of an injury. The proposal maintains an employee's normal pay, and protects the district from claims of waste from the public who sees an employee "double dip" to earn more while off the job, than while working. The incentive to return still exists under the district's proposal, because the worker must utilize accrued sick leave (which has a "cash out" value) in order to receive the equivalent of full pay.

The current language regarding return to work calls for input from the district's appointed medical officer. Returning to one's "contracted professional duties" is more reasonable than requiring return to "other suitable, interim work". The language proposed by the district

invites mischief from supervisors and begs future arbitrations to define "suitable".

YOUR FACT-FINDER RECOMMENDS: The parties' collective bargaining agreement should be amended at Article IV: LEAVE RULES, REGULATIONS AND PROCEDURES; Section A: Short Term Leaves; Paragraph 2) Worker's Compensation, by modifying the first sentence as follows:

Employees who are on a leave of absence due to injuries or occupational illness(es) which resulted from the employee performing contracted professional duties shall be provided by the District, as a self-insured employer, Worker's Compensation benefits as defined by law during the period of disability in compliance with the terms of the Industrial Insurance Laws of the State of Washington.

The following new sentence should be added next:

When an employee receives time-loss payments for an injury or occupational illness covered by worker's compensation, the employee may use accumulated sick leave to cover the difference between the time-loss payments and the employee's regular salary.

ISSUE EIGHT: SICK LEAVE/EMERGENCY LEAVE UTILIZATION COMMITTEE

Employer position --

The district desires to establish a committee with the SEA to review sick leave and personal leave utilization by bargaining unit employees, and to make recommendations to the bargaining council for future negotiations.



The employer reports that certificated employees use an average of eight days of sick leave per year. With a nine month school year, this is practically one day per month (4.4% of available work time), as opposed to the employer's information that the usual private sector absentee rate is 2.5%. The district also believes that there is a large number of absences on the Friday before major holiday weekends, particularly in November.

Employer's understanding of the union's position --

The district believes that the SEA does not agree that any action is necessary.

FINDINGS OF FACT ON SICK LEAVE UTILIZATION REVIEW COMMITTEE

Rather than insist on contract language changes at this time, the employer has made a reasonable proposal for a joint examination of the data for the 1992-1993 school year. The district seems to assume the existence of a problem, and an intention that the committee develop a plan to reduce sick leave utilization, but your Fact-finder sees the situation from a broader perspective. The committee should study whether or not there is a problem. If so, it should explore possible solutions.

YOUR FACT-FINDER RECOMMENDS: The parties' collective bargaining agreement should include a new "Memorandum of Understanding Concerning Sick Leave and Personal Leave Utilization Study Committee" as detailed in Attachment D. to this fact-finding report.

ISSUE NINE: BEREAVEMENT LEAVEEmployer position --

The employer desires to modify the language that defines "family members" for whose death a certificated employee may use bereavement leave. Current contract language reads "...or anyone who is living with or considered part of the family ...". The district proposes changing the disjunctive "or" to the conjunctive "and".

The district submits that it wants to standardize the language with all of its other agreements to ensure fair and prudent treatment of all its employees. The district asserts that the current language has created disputes as to its interpretation. The district maintains that because of the difficult nature of dealing with a death in the family, the contract language must be abundantly clear and must be applied uniformly.

The district submits that seven other Puget Sound area school districts have the proposed language, or even more restrictive language, on bereavement leave.

Employer's understanding of the union's position --

The district states that the union wants the contract language to remain unchanged.

FINDINGS OF FACT ON BEREAVEMENT LEAVE

Although the district justifies its proposal on the basis of bringing its collective bargaining agreements into conformity, it has not established that all its labor agreements and policies contain the same language as proposed. It is not "reasonable" to upset the parties' existing contract language on this subject.

**YOUR FACT-FINDER RECOMMENDS: The parties should maintain their current contract language regarding bereavement leave.**

**ISSUE TEN: RELIGIOUS OBSERVANCE LEAVE**

**Employer position --**

Current contract language allows an employee to use up to two days of sick/emergency leave for the observance of religious holidays. It then allows the employee to have the days credited back to his or her sick/emergency leave balance. The employer wants to delete the "crediting back" of days used for religious leave.

The employer contends that the contract should be neutral on the subject of religion. It advances that employees who claim time off for religious observance under the current language work up to two fewer days per year than other employees. It views its proposal as an equitable middle ground between requiring an employee to take the time off without pay and giving the employee paid time off to practice his/her religion. Further, the employer argues that it is difficult to define and document a mandatory religious observance.

The employer cites seven other Puget Sound area school districts that charge religious leave to the employee's sick/emergency leave balance, without the "credit back" feature which the employer desires to remove from the Seattle contract.

**Employer's understanding of the union's position --**

The district states the union position as "No".

**FINDINGS OF FACT ON RELIGIOUS LEAVE**

In 1991-1992, a little over 200 days were claimed by employees for religious leave. Some employees claimed

one day; some both days. A study of sick/emergency leave utilization is recommended above. Since religious leave comes from the sick/emergency leave bank, the study committee will be in the best position to become well-versed on the statistics, and will be able to evaluate whether or not there is a problem. The employer has not proved that its deletion of the "crediting back" of religious observance days is a reasonable proposal at this time.

The employer's proposal for a minor change of accountability in documenting the use of the religious leave is reasonable.

**YOUR FACT-FINDER RECOMMENDS: The parties' collective bargaining agreement should be amended at Article IV: LEAVE RULE, REGULATIONS AND PROCEDURES; Section A Short term leaves; paragraph 3) Religious Observance Days, by adding the following sentence to the end of the paragraph:**

**A supplemental sheet shall be attached to the Employee Leave Report form which:**

- 1. Describes what mandatory holy day is to be observed; and**
- 2. Attests to the fact that the employee's religious affiliation requires observance of the day in such a manner that he/she cannot perform his/her assigned duties on that day."**

ISSUE ELEVEN: PRINTING OF CONTRACTSEmployer position --

The current collective bargaining agreement provides that the contract is printed at the district's expense. The district proposes that, since it has absorbed the cost of printing the last several contracts, the SEA should pay the cost of printing the 1993-1996 collective bargaining agreement, and that future contracts be printed on a 50% / 50% cost sharing basis.

The employer argues that it is equitable to share the cost between the employer and the union. It states that the cost of printing the SEA contract, approximately \$27,000, amounts to an unfair burden on the district in light of recent funding and budget cuts. It advances that in Auburn, Lake Washington, Bethel and Edmonds School Districts, the unions share or pay the entire printing costs. It cites that in King County, the City of Seattle, and the Washington State Ferry System, the printing costs are borne entirely by the individual union. It advances that this is the custom in the private sector.

Employer's understanding of the union's position --

The district states that the union wants the district to absorb all of the printing costs.

FINDINGS OF FACT ON PRINTING OF CONTRACTS

The district admits that it has printed the parties' collective bargaining agreements at its own expense, at least over the last decade. The \$27,000 cost it cites is for all three bargaining units represented by the SEA. The contract for the certificated bargaining unit represents about 2/3's of the total cost. Thus, the district is looking at a savings of only about \$9,000 with the proposed cost sharing. The district has not

demonstrated a reasonable basis for its proposal at this time.

YOUR FACT-FINDER RECOMMENDS: The parties should maintain their current contract language regarding the printing of their collective bargaining agreement.

ISSUE TWELVE: PAY RATES FOR SUBSTITUTES

Employer position --

The parties' present contract sets the rate of pay for substitute teachers at \$90.48 per day. It grants three premium pays: A "half day" premium of \$50.00; a "two assignment" premium of \$100.00; and a "sixth day on same assignment" premium of \$102.00. The contract also provides for Time/Responsibility/Incentive (TRI) payments to substitutes who work 30 or more days in a school year, as well as additional TRI money for those who are continuously available for the following year.

The district proposes rolling the premium payments and the TRI money into a flat daily rate of pay of \$102.00. The district contends that documentation is too confusing under the current compensation system, requiring half of the work time of one employee in the Payroll Services Office to ensure compliance with the terms of the collective bargaining agreement. Even with that effort, the substitutes and supervisors still encounter difficulties in verifying that the pay rates are correct. It claims that by moving to a flat daily rate the system would be more easily understood by all parties and enhance employee morale by ensuring consistency and equitability.

The district asserts that it will not save any money under its proposal. In fact, its calculations suggest that the proposal will cost approximately \$41,000 in additional compensation.

Employer's understanding of the union's position --

The district states that the union is willing to roll the TRI money into the daily rate, but that the SEA is unwilling to relinquish the "premium" payments. Additionally, the district understands the SEA to want a higher daily rate for substitutes than is being proposed by the district.

FINDINGS OF FACT ON SUBSTITUTE PAY

The employer offered evidence of the substitute pay rates from the surrounding school districts of Bellevue, Edmonds, Everett, Federal Way, Highline, Kent, Northshore, Lake Washington, Puyallup, Shoreline, and Tacoma. In 1992-1993, two of those districts paid \$86.00 per day; five paid of \$90.00 per day; three paid \$91.00 per day, and one had a split rate of \$82.00 or \$94.00. Six districts paid a half-day premium, one paid a two-assignment premium, and two paid a sixth-day premium. Seattle was the only district that paid TRI money to substitutes.

At a flat daily rate of \$102.00, Seattle's substitute teachers would be the highest-paid in the area by a margin of greater than 10%. Only two districts would pay more for a half-day, and only one would pay more than Seattle in a two-assignment or sixth-day situation. The district's proposal would also be a benefit to all members of the certificated bargaining unit who are employed as "substitutes", not just those who happen to be assigned to one of the premium pay activities. The

district's offer is reasonable; there is no evidence submitted to justify higher pay.

YOUR FACT-FINDER RECOMMENDS: The parties should delete sub-paragraphs e.; e. 1); e. 2); and f. from ARTICLE III: PROVISIONS FOR COMPENSATION AND WORK HOURS; Section E. Substitute teacher; paragraph 3. Assignment of Substitutes. Additionally, the parties should delete all reference to substitute employees in their Memorandum of Understanding Concerning 1991-93 (sic) Time Responsibility Incentive (TRI) Stipend Program beginning at page 275 of their collective bargaining agreement. Finally, the parties should incorporate Attachment E to this fact-finding as the new Appendix B in their collective bargaining agreement.

ISSUE THIRTEEN: DURATION

Employer position --

The employer advances that both the district and the SEA are in essential agreement on a three year duration. The employer focuses the issue on the reopener language of the duration clause.

For the third year of the agreement (1995-1996), the district proposes that the SEA be allowed to reopen the contract in the areas of salaries, increments, and health benefits, and that the district be allowed to select three items for negotiation. The employer submits that a historical pattern has been that when the SEA opens on one or more issues, the district has been able to open on an equal number of items.



Employer's understanding of the union's position --

The district states the union has said, in principle, that it wants a three-year contract, but it is not clear on the reopeners.

FINDINGS OF FACT ON DURATION

The district has supplied "reopener" language from all collective bargaining agreements for this certificated bargaining unit since 1983, and your fact-finder has studied those materials. The language supplied by the employer relates only to salaries, and is virtually identical in each contract except for the reference to the school year involved:

Contingent Reopener: The STA may reopen negotiations concerning the 1983-84 salary schedule within thirty (30) days of either of the following events, provided that the District may reopen one (1) additional issue:

- a) The present salary limitations laws, as applied to the District, are voided by a final and binding court order; or,
- b) The Legislature removes the present salary limitations, as applied to the District.

The 1985-1986 contract added "provided state funding is available" in the opening paragraph, and that phrase has been carried forth since then.

It is logical for this contingent reopener to continue independent of other "reopener" language, since the contingency would be triggered, if at all, by acts of outside third parties. However, it is also logical to allow the parties to have limited reopeners in the third year of their collective bargaining agreement. By that time, the legislature will have met twice, and the

parties will have lived under the language negotiated this year for 24 months.

The employer's proposed limitation on the issues to be reopened by the SEA does present a problem. The 1993 legislature froze salaries for certificated employees, and even prohibited increment movement for employees earning over \$45,000 per year. Given the inability to predict the future actions of the Legislature, it would be unreasonable to limit the SEA to reopening a "wages" topic in which it might be impossible to achieve any improvements for its membership.

The district has successfully demonstrated that it has a history of securing the same number of reopeners as the SEA is allowed. Three items per side is a reasonable reopener. At times, there have been disputes regarding what qualifies as an "item" that can be "reopened". Your fact-finder defines "item" for the purposes of this recommendation as any section of any article listed in the table of contents of the parties' collective bargaining contract; any Appendix, or Memorandum of Understanding, or Letter of Understanding listed in the table of contents of the collective bargaining contract; or the purpose statement or Article X.

To ensure prompt attention to the bargaining of any reopeners, a timeline for negotiations will also be specified.

**YOUR FACT-FINDER RECOMMENDS: The parties' collective bargaining agreement should be for the period from September 1, 1993 through August 31, 1996. The "Contingent Reopener"**

language contained in Article III: PROVISIONS FOR COMPENSATION AND WORK HOURS, should remain a part of the contract. The following sentence should be added to Article I: RECOGNITION AND AGREEMENTS; Section A: Status of the Agreements; Paragraph 8:

No sooner than October 1, 1994 nor later than January 31, 1995, either party may reopen up to three items in the collective bargaining agreement, for the purpose of negotiating changes to be incorporated in the parties' collective bargaining contract for the 1995-1996 year.

#### RESPONSIBILITIES OF PARTIES

The foregoing findings and recommendations address all the issues that were presented at the fact-finding hearing. The parties are reminded of their obligations under the statute at this point:

#### RCW 41.59.120 RESOLVING IMPASSES IN COLLECTIVE BARGAINING--MEDIATION--FACT-FINDING WITH RECOMMENDATIONS--OTHER.

...

(3): Such [fact-finder's] recommendations, together with the findings of fact, shall be submitted in writing to the parties and the commission privately before they are made public. Either the commission, the fact-finder, the employer, or the exclusive bargaining representative may make such findings and recommendations public if the dispute is not settled within five days after their receipt from the fact-finder.

Additionally, the parties are reminded of their obligations under the rules adopted by the Commission as part of the Washington Administrative Code. Specifically:

WAC 391-55-350 EDUCATIONAL EMPLOYEES -- RESPONSIBILITY OF PARTIES AFTER FACT FINDING. Not more than seven days after the findings and recommendations have

been issued, the parties shall notify the commission and each other whether they accept the recommendations of the fact finder. If the recommendations of the fact finder are rejected by one or both parties and their further efforts do not result in an agreement, either party may request mediation pursuant to chapter 41.58 RCW and, upon the concurrence of the other party, the executive director shall assign a mediator.

The notice of acceptance or rejection of these fact-finding recommendations is to be filed with the Commission at its Olympia office.

ISSUED at Olympia, Washington, this 27th day of August, 1993.

*Katrina I. Boedecker*  
(KATRINA I. BOEDECKER, Fact-finder

APPENDIX E-1: 1993-94 Work Year Calendar

SEATTLE SCHOOL DISTRICT NO. 1  
1993-94 Work Year Calendar

<u>SEPTEMBER</u> Days Taught: 17				
<u>Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thu</u>	<u>Fri</u>
		1	2	3
<del>6</del>	<del>17</del>	18	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

<u>OCTOBER</u> Days Taught: 21				
<u>Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thu</u>	<u>Fri</u>
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

<u>NOVEMBER</u> Days Taught: 19				
<u>Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thu</u>	<u>Fri</u>
1	2	3	4	5
8	<del>9</del>	10	<del>11</del>	12
15	16	17	18	19
22	23	24	<del>25</del>	<del>26</del>
29	30			

<u>DECEMBER</u> Days Taught: 13				
<u>Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thu</u>	<u>Fri</u>
		1	2	3
6	7	8	9	10
13	14	15	16	17
20*	21*	22*	23*	24*
27*	28*	29*	30*	31*

<u>JANUARY</u> Days Taught: 19				
<u>Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thu</u>	<u>Fri</u>
3	4	5	6	7
10	11	12	13	14
<del>17</del>	18	19	20	21
24	25	26	<del>27</del>	<del>28</del>
31				

<u>FEBRUARY</u> Days Taught: 19				
<u>Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thu</u>	<u>Fri</u>
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
<del>21</del>	22	23	24	25
28				

**SEATTLE SCHOOL DISTRICT NO. 1**  
**1993-94 Work Year Calendar**

MARCH Days Taught: 23				
Mon	Tue	Wed	Thu	Fri
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

APRIL Days Taught: 16				
Mon	Tue	Wed	Thu	Fri
				1
4*	5*	6*	7*	8*
11	12	(13)	14	15
18	19	20	21	22
25	26	27	28	29

MAY Days Taught: 21				
Mon	Tue	Wed	Thu	Fri
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30#	31			

JUNE Days Taught: 12				
Mon	Tue	Wed	Thu	Fri
		1	2	3
6	7	8	9	10
13	14	15	16+	[17]
20	21	22	23	24
27	28	29	30	

JULY Days Taught: 0				
Mon	Tue	Wed	Thu	Fri
				1
4#	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

AUGUST Days Taught: 0				
Mon	Tue	Wed	Thu	Fri
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

SEATTLE SCHOOL DISTRICT NO. 1  
1993-94 Work Year Calendar

CALENDAR NOTES

School Year Begins ..... September 8, 1993  
School Year Ends ..... June 16, 1994

First Semester Begins: ..... September 8, 1993  
First Semester Ends ..... January 27, 1994  
First Semester Total Students Days ..... 88

Second Semester Begins ..... January 31, 1994  
Second Semester Ends ..... June 16, 1994  
Second Semester Total Student Days ..... 92

HOLIDAYS: Denoted by #

Labor Day ..... September 6, 1993  
Veterans' Day ..... November 11, 1993  
Thanksgiving Day ..... November 25, 1993  
Day After Thanksgiving Day ..... November 26, 1993  
Christmas Holiday ..... December 24, 1993  
New Year's Holiday ..... December 31, 1993  
Martin Luther King Jr. Day ..... January 17, 1994  
Presidents' Day ..... February 21, 1994  
Memorial Day ..... May 30, 1994  
Independence Day ..... July 4, 1994

VACATIONS: Denoted by \*

Winter: ..... December 20, 1993 through December 31, 1993  
Spring: ..... April 4, 1994 through April 8, 1994

OTHER CALENDAR SYMBOLS:

I ..... First Student Day  
II ..... Quarter End  
l ..... Last Student Day  
ll ..... Teachers on Duty - No Classes  
l ..... Day Between Semesters - No Classes  
(Work day for full-year employees only)  
± ..... NOTE: In case of school closure due to  
inclement weather, up to 5 work days  
may be added to the end of the  
school/work year on a day-for-day basis.

APPENDIX E-2: 1994-95 Work Year Calendar

SEATTLE SCHOOL DISTRICT NO. 1  
1994-95 Work Year Calendar

SEPTEMBER Days Taught: 18				
Mon	Tue	Wed	Thu	Fri
			1	2
5 <del>#</del>	16 <del>l</del>	17	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

OCTOBER Days Taught: 21				
Mon	Tue	Wed	Thu	Fri
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

NOVEMBER Days Taught: 19				
Mon	Tue	Wed	Thu	Fri
	1	2	3	4
7	18 <del>l</del>	9	10	11 <del>#</del>
14	15	16	17	18
21	22	23	24 <del>#</del>	25 <del>#</del>
28	29	30		

DECEMBER Days Taught: 17				
Mon	Tue	Wed	Thu	Fri
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26 <del>#</del>	27 <del>#</del>	28 <del>#</del>	29 <del>#</del>	30 <del>#</del>

JANUARY Days Taught: 15				
Mon	Tue	Wed	Thu	Fri
2 <del>#</del>	3 <del>#</del>	4 <del>#</del>	5 <del>#</del>	6 <del>#</del>
9	10	11	12	13
16 <del>#</del>	17	18	19	20
23	24	25	26	(27)
30 <del>#</del>	31			

FEBRUARY Days Taught: 19				
Mon	Tue	Wed	Thu	Fri
		1	2	3
6	7	8	9	10
13	14	15	16	17
20 <del>#</del>	21	22	23	24
27	28			



**SEATTLE SCHOOL DISTRICT NO. 1**  
**1994-95 Work Year Calendar**

MARCH Days Taught: 23				
Mon	Tue	Wed	Thu	Fri
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

APRIL Days Taught: 15				
Mon	Tue	Wed	Thu	Fri
3*	4*	5*	6*	7*
10	(11)	12	13	14
17	18	19	20	21
24	25	26	27	28

MAY Days Taught: 22				
Mon	Tue	Wed	Thu	Fri
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29#	30	31		

JUNE Days Taught: 11				
Mon	Tue	Wed	Thu	Fri
			1	2
5	6	7	8	9
12	13	14	15!+	[16]
19	20	21	22	23
26	27	28	29	30

JULY Days Taught: 0				
Mon	Tue	Wed	Thu	Fri
3	4#	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

AUGUST Days Taught: 0				
Mon	Tue	Wed	Thu	Fri
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

**SEATTLE SCHOOL DISTRICT NO. 1**  
**1994-95 Work Year Calendar**

**CALENDAR NOTES**

School Year Begins ..... September 7, 1994  
School Year Ends ..... June 15, 1995

First Semester Begins: ..... September 7, 1994  
First Semester Ends ..... January 27, 1995  
First Semester Total Students Days ..... 89

Second Semester Begins ..... January 31, 1995  
Second Semester Ends ..... June 15, 1995  
Second Semester Total Student Days ..... 91

**HOLIDAYS: Denoted by #**

Labor Day ..... September 5, 1994  
Veterans' Day ..... November 11, 1994  
Thanksgiving Day ..... November 24, 1994  
Day After Thanksgiving Day ..... November 25, 1994  
Christmas Holiday ..... December 26, 1994  
New Year's Holiday ..... January 2, 1995  
Martin Luther King Jr. Day ..... January 16, 1995  
Presidents' Day ..... February 20, 1995  
Memorial Day ..... May 29, 1995  
Independence Day ..... July 4, 1995

**VACATIONS: Denoted by \***

Winter: ..... December 26, 1994 through January 6, 1995  
Spring: ..... April 3, 1995 through April 7, 1995

**OTHER CALENDAR SYMBOLS:**

I ..... First Student Day  
II ..... Quarter End  
I ..... Last Student Day  
II ..... Teachers on Duty - No Classes  
§ ..... Day Between Semesters - No Classes  
(Work day for full-year employees only)  
± ..... NOTE: In case of school closure due to inclement weather, up to 5 work days may be added to the end of the school/work year on a day-for-day basis.

APPENDIX E-3: 1995-96 Work Year Calendar

SEATTLE SCHOOL DISTRICT NO. 1  
1995-96 Work Year Calendar

SEPTEMBER Days Taught: 18				
Mon	Tue	Wed	Thu	Fri
				1
4#	15	16	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

OCTOBER Days Taught: 22				
Mon	Tue	Wed	Thu	Fri
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

NOVEMBER Days Taught: 19				
Mon	Tue	Wed	Thu	Fri
		1	2	3
6	7	8	9	10#
13	14	15	16	17
20	21	22	23#	24#
27	28	29	30	

DECEMBER Days Taught: 16				
Mon	Tue	Wed	Thu	Fri
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25#	26°	27°	28°	29°

JANUARY Days Taught: 16				
Mon	Tue	Wed	Thu	Fri
1#	2°	3°	4°	5°
8	9	10	11	12
15#	16	17	18	19
22	23	24	25	(26)
29#	30	31		

FEBRUARY Days Taught: 20				
Mon	Tue	Wed	Thu	Fri
			1	2
5	6	7	8	9
12	13	14	15	16
19#	20	21	22	23
26	27	28	29	

**SEATTLE SCHOOL DISTRICT NO. 1**  
**1995-96 Work Year Calendar**

MARCH Days Taught: 21				
Mon	Tue	Wed	Thu	Fri
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

APRIL Days Taught: 17				
Mon	Tue	Wed	Thu	Fri
1*	2*	3*	4*	5*
8	(9)	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

MAY Days Taught: 22				
Mon	Tue	Wed	Thu	Fri
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27#	28	29	30	31

JUNE Days Taught: 9				
Mon	Tue	Wed	Thu	Fri
3	4	5	6	7
10	11	12	13)+	14)
17	18	19	20	21
24	25	26	27	28

JULY Days Taught: 0				
Mon	Tue	Wed	Thu	Fri
1	2	3	4#	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

AUGUST Days Taught: 0				
Mon	Tue	Wed	Thu	Fri
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

SEATTLE SCHOOL DISTRICT NO. 1  
1995-96 Work Year Calendar

CALENDAR NOTES

School Year Begins ..... September 6, 1995  
School Year Ends ..... June 13, 1996

First Semester Begins: ..... September 6, 1995  
First Semester Ends ..... January 26, 1996  
First Semester Total Students Days ..... 89

Second Semester Begins ..... January 30, 1996  
Second Semester Ends ..... June 13, 1996  
Second Semester Total Student Days ..... 91

HOLIDAYS: Denoted by #

Labor Day ..... September 4, 1995  
Veterans' Day ..... November 10, 1995  
Thanksgiving Day ..... November 23, 1995  
Day After Thanksgiving Day ..... November 24, 1995  
Christmas Holiday ..... December 25, 1995  
New Year's Holiday ..... January 1, 1996  
Martin Luther King Jr. Day ..... January 15, 1996  
Presidents' Day ..... February 19, 1996  
Memorial Day ..... May 27, 1996  
Independence Day ..... July 4, 1996

VACATIONS: Denoted by \*

Winter: ..... December 25, 1995 through January 5, 1996  
Spring: ..... April 1, 1996 through April 5, 1996

OTHER CALENDAR SYMBOLS:

I ..... First Student Day  
II ..... Quarter End  
1 ..... Last Student Day  
II ..... Teachers on Duty - No Classes  
I ..... Day Between Semesters - No Classes  
(Work day for full-year employees only)  
± ..... NOTE: In case of school closure due to inclement weather, up to 5 work days may be added to the end of the school/work year on a day-for-day basis.

MEMORANDUM OF UNDERSTANDING  
CONCERNING SICK & EMERGENCY LEAVE UTILIZATION  
BETWEEN  
THE SEATTLE SCHOOL DISTRICT  
AND  
THE SEATTLE EDUCATION ASSOCIATION

This Memorandum of Understanding is entered into by the Seattle School District No. 1 (District) and the Seattle Education Association (Association) representing certificated non-supervisory employees. The parties have agreed that this Memorandum shall expire on August 31, 1994.

The agreement between the parties is as follows:

The District and the Association agree to establish a joint task force to study sick leave and emergency leave utilization. The Superintendent shall appoint up to five (5) members and the President of the Seattle Education Association shall appoint an equal number of members. The task force shall be charged with the following responsibilities:

1. Review sick leave and emergency leave utilization data for certificated employees.
2. Review use of Religious Observance short term leave.

If any usage patterns by a certificated bargaining unit member emerge, or other problem, is found to exist, then:

1. Identify occurrences of patterned leave usage. Communicate pertinent information to those employees whose records indicate that they have a history or pattern of recurring sick or emergency leave usage.
2. Find ways to reduce sick and emergency leave utilization.

3. Find ways to educate employees on the proper usage of sick and emergency leave.
4. Issue a final report no later than February 1, 1994, and refer any unresolved issues to the Bargaining Council.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1993

**SALARY SCHEDULE FOR SUBSTITUTE TEACHERS**

~~1991-92~~ 1993-94 & 1994-1995

Casual Substitutes .....~~\$87.85~~ 102.00 per full workday

After the 5th day in a continuous assignment ..... ~~\$98.88~~ 102.00 per full workday

~~A short term substitute assignment made for up to one-half (.5) day shall be paid at fifty-five (55) percent of the daily rate and any assignment made for more than one-half (.5) day will be paid at a full day rate. Two (2) assignments for two (2) buildings in one (1) day shall be paid at one hundred ten (110) percent of the full day rate.~~

Hourly Equivalents:      Base rate .....~~\$10.98~~ 12.75  
                                         Adjusted rate ..... 12.36

Daily Rate:      Half day assignment .....~~\$48.32~~ 51.00  
                                         Two assignments for two  
                                         buildings in one day .....~~\$96.62~~ 102.00