

STATE OF WASHINGTON
PUBLIC EMPLOYMENT RELATIONS COMMISSION

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PUBLIC EMPLOYMENT
RELATIONS COMMISSION

IN THE MATTER OF THE BARGAINING IMPASSE
BETWEEN
SPOKANE EDUCATION ASSOCIATION
AND
SPOKANE PUBLIC SCHOOLS, DISTRICT NO. 81

*REPORT AND RECOMMENDATIONS
OF THE
FACT FINDER*

Before Professor Daniel G. Collins

APPEARANCES:

For Spokane Education Association

Mr. Ron Krulen, Executive Director

For Spokane Public Schools, District No. 81

Mr. Roy Wesley

REPORT OF THE FACT FINDER

This is a fact finding proceeding pursuant to the Educational Employment Relations Act (RCW 41.59.120). The undersigned was designated as fact finder by the Public Employment Relations Commission ("PERC") on November 4, 1976. On November 9th I held a hearing at Spokane, Washington, at which the parties were represented and at which they were afforded full opportunity to present oral and written evidence, provide oral argument and otherwise support their respective positions. Following the hearing each part submitted a post-hearing memorandum. This Report and its Recommendations are based solely on the evidence adduced and the positions and arguments set forth at the hearing and in the post-hearing memoranda.

A. GENERAL OBSERVATIONS

Prior to the initiation of this fact finding proceeding, the parties had engaged in intensive negotiations, at first by themselves and later with the assistance of PERC Mediator George G. Miller. Those negotiations produced tentative agreement on all but eleven of the approximately fifty proposals advanced by the parties. It is those eleven items, some multiple in part, with which this proceeding is concerned.

I am frankly impressed by and appreciative of, the thoughtful and well documented, yet expeditious presentations made by the parties at the hearing.

B. THE ITEMS IN DISPUTE

The matters before me include both "economic" and "non-economic" issues. By their nature the former are normally viewed both in terms of their separate merits and their significance as part of an economic "package". However, given the relative importance of all of the outstanding items, non-economic as well as economic, I have attempted to consider all of them in terms of their individual justification and as part of an overall settlement.

The items in dispute are discussed below in the order in which they were considered at the hearing and in the post-hearing memoranda.

1. Recognition

The parties are in disagreement as to inclusion in the bargaining unit of two categories of employees: approximately 35 Central and Regional Support Staff on the Administrative and Supervisory Salary Schedule, and personnel employed in a substitute or part-time capacity. The District's position essentially seems to be that the parties should continue to bargain as to unit definition.

On the merits of that question, the District asserts that the Central and Regional Support Staff are supervisory or confidential employees, who are not entitled to representation under the Act. As to substitute or part-time employees, the District asserts that such employees have not previously been represented by the Association, are not typically included in teacher bargaining units, and do not have a community of interest with full-time personnel. The District also points to a petition filed with PERC by a rival organization seeking to represent the disputed Central and Regional Support Staff which petition, it asserts, precludes bargaining about them until PERC has resolved the issue. The Association notes that it has filed a unit clarification request with PERC as to the disputed employees, and it asserts that bargaining as to them would be improper until that request is acted upon by PERC. The Association purposes the maintenance of "the existing salary schedule and fringe benefits as modified by an agreed upon increase together with a guaranteed reopener on the salary schedule subsequent to a decision by PERC".

I do not believe that the rival petition constitutes any bar to bargaining. While the Act has not been definitively interpreted by PERC or the courts, the Act suggests the appropriateness of analogies to the National Labor Relations Board's interpretation of the National Labor Relations Act. Under that statute, as interpreted, a rival petition bars bargaining only if it presents a "real question" concerning representation. Here the rival petition presents no such question -- by its terms that petition seeks representation of a minority of the District's non-supervisory educational employees, and thus on its face is inappropriate under the Act (RCW 41.59.080(1)).

While there is a unit clarification request pending, it was filed by the Association. I do not believe that an organization seeking to represent certain employees should be able to defer bargaining as to their status, when the other party is willing to engage in such bargaining, because it has sought unit clarification. Surely, the underlying purpose of the Act to encourage settlement of disputes by the bargaining process would not be served by deferral, nor would the legitimate interest of the District in seeking a comprehensive collective bargaining agreement. I will, therefore address the merits of the recognition dispute.

The Association proposes to exclude five supervisors from the unit, i.e., the Supervisors of Instructional Services, Vocational and Traffic Safety, Centralized Pupil Services, Handicapped Program, and Special Programs and Grants Management.

There apparently is no dispute that these employees should properly be excluded. I have carefully examined the job description of the other, disputed Central and Regional Support Staff, as well as material which they submitted or was submitted on their behalf to the District and the Association, in the light of the definitions of "confidential" and "supervisory" employees set forth in the Act (RCW 41.59.020 (4) (c) and (d)). I note particularly that to be deemed a supervisory employee for purposes of the Act the employee must perform a "preponderance" of the Act's enumerated supervisory functions. On that basis, I find no justification for concluding that any of the disputed Central and Regional Support Staff are confidential or supervisory employees within the meaning of the Act. Accordingly, I will recommend that they be included in the bargaining unit. I will also recommend that the Association withdraw its unit clarification request. Under Item 7 below, I have addressed the question of alleged inequities in the salary schedule for the Central and Regional Support Staff.

The Association also seeks, while the District resists, inclusion of substitutes and part-time teachers in the bargaining unit. The Act provides no express guidelines on this issue, and while under federal law part-time employees in the industrial sector have historically been grouped with their full-time counterparts, the contrary result has obtained in more recent NLRB decisions pertaining to college and university faculties. The evidence here establishes that substitute teachers were treated as eligible employees for purposes of the parties' 1965 unit election under the predecessor statute. On this basis, and because the Act appears to provide for continued recognition of established units (RCW 41.59.020 (6) (b)), I believe substitute teachers should be included in the unit. As to part-time teachers, the record is less clear as to their past treatment for unit placement purposes. However, I believe, that by analogy to substitute teachers they should be included in the unit.

2. Agency Shop

The Association seeks a full agency shop; the District resists that proposal, but has expressed willingness to grant a maintenance-of-membership clause.

Personally, I believe a strong argument can be made for full agency shop for an organization such as the Association, which has obtained the voluntary allegiance of the overwhelming majority of employees in the unit, and which by law has a duty to represent all employees in that unit. However, the fact-finding process must also take into account the realities of collective bargaining. In that connection, it is a fact that proposals for full agency shop have, at best, received a very mixed reception in bargaining and fact-finding under the Act. Given all the circumstances I conclude that the maintenance-of-membership clause proposed by the District represents a reasonable compromise, and will recommend that it be accepted.

3. No-Strike, No-Lockout Clause

The District seeks a no-strike clause; the Association is reluctant to agree to any such undertaking but has offered to trade a no-strike, no-lockout clause for a full agency shop.

Under the federal law a no-strike clause is regarded as the quid quo pro for a grievance arbitration clause and will, as a matter of law, be implied if necessary from the very existence of such an arbitration clause. Personally, I believe that it is more realistic to view a no-strike undertaking as the quid pro quo for an employer's agreement regarding substantive terms and conditions of employment. In any event, the District has already agreed to a relatively broad arbitration clause, and any overall agreement entered into by the parties will establish beneficial terms and conditions of employment. Thus, I believe the agreement should contain a no-strike, no-lockout clause quite apart from whatever disposition is made of the Association's proposal for full agency shop. I will so recommend.

4. Layoff and Recall

There are essentially three matters in dispute concerning layoff and recall: the definition of what constitutes economic justification for layoff, the number of seniority lists for which secondary teachers will be eligible, and the seniority status of "demoted or displaced" administrators.

As to justification for layoff, the parties are in agreement that layoff shall not encompass discharge or non-renewal for cause. They are also in agreement that the decision to layoff "shall be made for economic reasons resulting in a curtailment of revenue," and that the decision to layoff shall be a "final authority matter", i.e., not subject to the parties' grievance procedure provided "approved procedures within this agreement are followed". The Association insists that the economic reasons resulting in a curtailment of revenue be specifically defined as being "due to double levy failure, reduction in enrollment or other situations resulting in a curtailment of revenue equal to or larger than the previous year's net cash and investments". The District argues that such a definition is unreasonable and constitutes an effort to circumvent the previously agreed-upon "final authority" status of layoff decisions. The Association replies that the "final authority" understanding was reached against the background of the Association's proposed specific definition of economic justification for layoff.

This is more than a theoretical issue in the District --- a double levy failure in 1972 resulted in substantial staff dislocations which were the subject of prolonged litigation. The Association's interest in more than a generalized statement of economic justification for layoff is therefore understandable. However, the definition it proposes is problematic. The District's evidence indicates that year ending "net cash and investments" is not a true measure of any "surplus". Moreover, the impending statutory change in the definition of fiscal year will significantly affect the relative amount of ending cash and investments.

I am persuaded that the agreement should delineate the exclusive conditions under which a layoff may be instituted. These I believe should involve a significant curtailment of revenue attributable to reduction in enrollment, reduction of funding of categorically funded projects, and/or failure of a special levy election, provided that it is understood that the District shall submit a failed special levy to the voters a second time but shall have discretion to make reasonable adjustments in the amount of such resubmitted levy for the purpose of improving its prospect of passage. In this connection the District has suggested that it might wish, under appropriate circumstances, not to resubmit a defeated levy. I believe, however, that in fairness to the staff and the budgeted program, the District should commit itself to resubmission, subject to the exercise of its reasonable discretion as to the resubmitted amount.

As to the number of seniority lists for which a secondary teacher shall be eligible, most recently the Association has proposed a maximum of five and the District three. In this connection the District submitted in evidence a random sampling of twenty (20) teacher's transcripts to show that on the basis of 25 quarter credits or more, a maximum choice of three seniority areas would give adequate recognition to areas of teachers' substantial academic preparation. The Association argues, however, that 18 quarter credits is a more realistic description of a "minor" and, if applied to the District's sampling, would produce substantially larger percentages of teachers qualified in three or more areas. In any event, the Association argues, no teacher who is qualified in an area should be denied an opportunity to assert seniority in that area. The District argues, though, that it does not have the means of examining each teacher's transcripts and other credentials to determine the teacher's areas of qualifications using the criteria of past or present teaching assignments and academic preparation.

Using 18 quarter credits as the criterion for an area of substantial academic preparation, the District's random sampling shows that 25% of the teachers are qualified in four areas, with an additional 15% of the teachers closely approaching such qualification. Under the circumstances I believe that secondary teachers should be able to choose a maximum of four seniority areas.

As to seniority credit for "demoted or displaced" administrators, the District seeks full credit for all teaching and administrative experience, while the Association has offered to compromise by according administrators who return to its unit credit for the time which they previously served in unit positions.

It is true, as the Association notes, that in private sector labor relations, bargaining unit members not uncommonly forfeit all unit seniority after some period of employment in a supervisory position. There is no evidence, however, that such a pattern has been established in the public sector, particularly in educational employment. Moreover, the District's administrative and teaching personnel are all certificated employees working together in a common profession to provide an integrated local service. Under these circumstances, I believe that administrative employees who are returned to the bargaining unit should be accorded full seniority for both administrative and teaching experience.

5. Assignment and Transfer

The only matter that remains in dispute concerning assignment and transfer involves the Association's insistence that involuntary transfers be effected by transferring the least senior individual in the building or department, provided there are no pending voluntary transfer requests. The District has offered to counsel with any affected employees, and to give consideration to the employee's needs and desires, and is willing to have problems regarding involuntary transfers be a subject of labor-management relations meetings. The District insists, however, that decisions on involuntary transfers be regarded as a management prerogative not subject to the grievance and arbitration procedure.

The Association has indicated that the motivation for its present position is a belief that involuntary transfers have too often been utilized for punitive or discriminatory purposes. The District denies that, and points to the fact that in prior years grievances were never filed to protest such transfers. The Association replies that teachers were reluctant to file grievances when there was no provision for their impartial determination.

The parties have already agreed on a broad no-discrimination clause under which most, if not all of the types of past abuses alleged by the Association with respect to involuntary transfers could be grieved and arbitrated. The availability of such relief

may resolve the problems with which the Association is concerned; in any event I believe that at least for the period of the parties' new agreement, it is preferable to test this approach. I will therefore recommend that the District's, rather than the Association's proposal on this point be accepted.

6. Unemployment Compensation

The Association has expressed willingness to drop its proposal regarding unemployment compensation if agreement "is reached on a clear definition establishing the conditions necessary to implement a layoff." Since, in accordance with the discussion of Item 4 above, I will propose such a definition, I will also recommend that the Association withdraw this proposal.

7. Salary Schedules

The Association seeks a 10% increase in basic salaries. It also proposes that nurses be placed at 100% of the certificated salary schedule, that hourly rated employees receive the same percentage increase as other certificated employees, and that the salary schedule for Central and Regional Support Staff be adjusted, following any favorable action by PERC on the Association unit clarification request, to correct inequities. The District proposes a 6% basic salary increase and a 3% increase for hourly rated employees. The District has not offered to increase nurses' salary by more than its offer of a 6% increase in basic salaries, believing that their present schedule represents fair compensation as measured by the current local job market for public health nurses. The District's position as to employees on the Central and Regional Support Staff schedule is discussed under Item 1 above.

Principal factors in salary determination are changes in the cost of living, and comparability with similarly situated employees. With respect to the former, the United States City Average Consumer Price Index (the "CPI") rose 5.6% from August 1975 to August 1976, the year immediately preceding the contract period at issue. The corresponding increase for the Seattle-Everett area was 5.3%. It also appears that the increase of the 1976 yearly average CPI over that for 1975 will be, for the Seattle-Everett area, approximately 5.6%. In this connection, it is of some significance that while the Spokane area cost-of-living appears to be lower than that for Seattle-Everett, it is also rising more quickly.

As to comparability, current contract settlements for Class I School Districts in Eastern Washington, show a 7% average increase in basic salaries, which is approximately the same average increase reflected statewide in Class I district settlements.

The District notes that for last year it implemented a 12% salary increase, and also that in historical terms, the District's salaries have exceeded the rise in the CPI. For its part the Association points to a loss of teachers' purchasing power during the period from 1973 to 1975.

While long term trends must be taken into account, under the present circumstances I believe that current settlements and the change in the CPI since the District's last salary determination should be given prime weight. On that basis, I believe a 7% salary increase is warranted. However, this figure, as discussed below, must be viewed as part of an economic package.

As to hourly rates, I see no reason why they should not similarly be adjusted, by 7%.

The alleged inequities in treatment of school nurses and employees on the Central and Regional Support Staff raises several different problems. School nurses now are paid at the rate of 90% of the teachers' salary schedule. I believe that as fully professional employees performing an important service for the District's pupils, nurses should, within a reasonably short period of time, have their salaries adjusted so that they are at 100% of the certificated schedule. While cost data with respect to this proposal is not in evidence, I assume the cost would be relatively small. However, in order both to minimize that cost and to avoid disproportionate salary increase for any one group of employees, I will recommend that for the current year the nurses' salary schedule be adjusted upward by one-half of the difference between the present schedule and the full certificated schedule; this adjustment to be in addition to the 7% basic salary increase I will recommend.

There is no evidence in the record as to the specific inequities alleged with respect to the Central and Regional Support Staff. However, the cost of implementing the Association's proposed adjustments is estimated by the District to be \$135,361 or "the equivalent of .59% increase in total certificated salaries." This, then, is a substantial cost item.

As I have noted above, I am not in a position to address the merits of these alleged inequities. Yet, I have an obligation to recommend a fair and reasonable economic settlement which must encompass, to be meaningful, all outstanding items. In any

event, normally an employer should receive credit, against any economic package which would otherwise be regarded as fair and reasonable, for any substantial inequity adjustments. Thus, I will recommend that to the extent the parties in the current negotiations make such adjustments in the case of the Central and Regional Support Staff, there be a commensurate reduction, to be allocated as the parties may mutually determine, in the other economic benefits I propose. In this connection I suggest that the parties consider minimizing the impact of any such adjustments in the current year by implementing them, as in the case of changes in the nurses schedule, only partially during the term of contract that is the subject of this proceeding.

8. Insurance Benefits

The District now contributes \$420.00 annually, or \$35.00 monthly, per employee for health insurance purposes. The Association seeks an increase of \$55.00 monthly, a portion of which it apparently would use to establish and fund a dental insurance plan. The District has offered an \$11.00 monthly increase for each of two years.

Insurance benefits constitute a substantial cost item and must be viewed as a component of an economic package. At the same time, not only have the parties themselves been bargaining about an increase in insurance contributions on top of a substantial basic salary increase, but this appears to be the pattern of bargaining in the state.

There is no question that health insurance rates have been rising rapidly. In this connection the District's contribution rate has not increased since 1973. Moreover, dental insurance plans are now in effect in many districts. There certainly, then, is justification for an increase in the District's contributions -- the question is how much?

The Association is seeking a 157% increase in this important fringe benefit, which the District estimates is the equivalent of a 4.4% basic salary improvement. The District has offered an improvement, for 1976-77, of \$11 monthly, or 31%, which it calculates as the equivalent of a 1% basic salary increase. The Association's proposal seems very unrealistic in the context of bargaining for a one-year contract. Furthermore, bargaining settlements this year are producing significant, but considerably more modest gains. At the same time the District's offer would still, according to the Association's compilation of bargaining settlements, leave the District considerably behind most other Class I districts in Eastern Washington. I therefore recommend that the District's contribution be increased by \$14, or 40%, with the understanding that the parties jointly may determine to apply part of that amount to a dental plan. This would be equivalent to approximately a 1.19% increase in basic salaries.

9. Extra-Curricular Salaries

The District's extra-curricular salary schedule is indexed to base salary. Thus, the 7% increase in basic salaries I propose carries with it a built-in added benefit to the teachers, which, on the basis of the present index schedule, is equivalent to a further .13% increase in basic salaries. In addition, the District offers to increase the entire schedule 1% and to correct what it regards as certain inequities. I estimate all of these changes, when taken together, would constitute the equivalent of a .15% basic salary increase. The Association seeks a revised index which would represent a 63.2% increase above the present index and which would produce, when applied to a base salary as increased by the 7% I will recommend, the equivalent of a 1.2% increase in basic salaries.

The parties respective positions on extra-curricular salaries are difficult for me to evaluate. The District contends that the Association's proposed, revised schedule creates as many, if not more, inequities than it purports to resolve. The Association contends that the District made a commitment in 1975-76, when it implemented in dollar terms, approximately two-thirds of the schedule revision proposed by the Association, to implement the remaining portion of that proposal for the current year. The District denies having made any such commitment. Two facts seem clear, however: On one hand, the Association's proposal is a relatively expensive cost item. On the other hand, the matter of extra-curricular schedule revisions has caused work stoppages in other years and continues to be a matter of considerable concern to the teachers and the Association, as well of course as to the District.

Absent much more detailed comparability evidence than is available, and without entering upon an exhaustive study of the respective duties of the extra-curricular positions, I am not in a position to judge whether the present index, in its totality, provides reasonable and fair compensation in any objective sense, or whether it represents an equitable apportionment of compensation among the many positions involved. In any event, it must be recognized that the answers to those questions involve, at least to some important extent, subjective value judgments. I believe though, on the basis of the history of negotiations concerning the extra-curricular schedule and the other evidence presented to me, that the prospects for settlement of the parties' present contract dispute will not be good absent resolution of the extra-curricular item on terms more favorable than those offered by the District.

Recognizing that the extra-curricular schedule revisions represent a significant cost item, and that the District only recently improved the schedule by 50%, I will recommend that the District move significantly toward the Association's proposal by allocating a sum approximately equivalent to a .47% improvement in basic salaries, i.e.,

approximately \$100,000, for extra curricular salary schedule revisions, to be jointly determined by the parties. While I will not make any specific recommendations as to particular schedule items, I believe the parties should give particular attention to the District's concerns that any imbalance in schedule revisions unfavorable to high school activities may generate future inequity claims by the high school teachers, and also that any substantially disparate treatment of male and female activities may generate discrimination claims.

My recommendation that the District allocate a sum equivalent to a .47% basic salary improvement to extra-curricular schedule revisions is separate and apart from the approximately .13% basic salary equivalent that would be generated by an increase of 7% in the base salary on which the schedule is based. Thus, the total improvement in the area of extra-curricular salaries would be equivalent to a .6 % basic salary increase. This .6% equivalent increase is intended to be in addition to the 7% increase in salary schedule and 1.2% equivalent basic salary increase in fringe benefits that I will recommend. Of course, since all of these improvements may be viewed in terms of a total economic package, it would not be inconsistent with my recommendations for the parties to rearrange components of that package, provided the total amount remained unchanged, e.g., the parties might wish to provide further increases in extra-curricular salaries while providing a commensurate reduction in the basic salary improvement.

10. Leaves of Absence

The Association proposes to increase emergency days from two to three, which essentially involves expanding the number of sick leave days available for emergency purposes, and to add two personal days. The District objects to both proposals. The District proposes that the present "60 and 85" formula for Association leave days be changed to "50 and 70", and that the Association reimburse it monthly with respect to the leave for the Association's President.

The Association's proposal for two personal leave days represents a substantial cost item. On the basis of the cost of substitutes, and assuming that only half of the available personal days would be utilized, the cost would be the equivalent of a .21% increase in basic salaries. In addition, the comparability data submitted by the Association shows that there is no consistent statewide pattern of providing personal days -- on the contrary, half or more of the districts in the state provide no personal days. Under these circumstances I will not recommend that any personal days be provided.

Emergency days do not represent a significant cost item since they only expand on the availability of sick leave. A joint emergency leave committee in the District has proposed that emergency days be increased from two to five. The comparability picture for the state's districts is somewhat mixed, though the average number of paid emergency days appears to be in the range of two to three. In this connection it should be noted that while some large districts, such as Seattle and Tacoma, provide no emergency days, they do provide paid personal days. This, then is a very close question. The decisive factor for me, in terms of a demonstrated need for emergency days, is the recommendation of the joint committee, even when taking into account that the committee's recommendation was merely passed along and not joined in by the District's Personnel Director. I will, therefore, recommend that the number of emergency days be increased to three.

At present the Association is entitled to 85 leave days for its members, with the proviso that the Association reimburses at the substitute rate the District for leave days used beyond 60. The District would change this formula to 70 and 50 leave days, respectively. The District contends that since this practice was established, the bargaining unit has been reduced significantly by the exclusion of principals, vice-principals and assistant principals, and that in addition the Association has recently utilized far fewer than 80 days, with a disproportionate cost being placed on the District. The Association replies that the practice was initiated after such personnel had been taken out of the unit. The Association also has introduced evidence showing that over the past four years it has utilized an average of 87 leave days per year. On the basis of that evidence I will recommend that the present practice be continued.

The Association had offered to accept the District's monthly reimbursement proposal if the Association's leave practice remained unchanged. Since I will recommend no change in that practice, I will accordingly recommend that the Association reimburse the District monthly with respect to the Association President's leave.

11. Duration

The Association seeks a one-year contract; the District a two-year contract, with certain additional benefits for the second year.

Much of the bargaining for the contract in dispute proceeded on the reasonable assumption that both parties were seeking only a one-year contract. For that reason, and because the overwhelming majority of teacher agreements negotiated in the State this year are of one year's duration, I will recommend that the contract be for a one-year period.

C. THE ECONOMIC PACKAGE

I propose a 7% increase in the basic salary schedule; a 7% increase in hourly rates, which is the equivalent of a .02% increase in basic salaries; a \$14 per month increase in insurance contributions, which is the equivalent of a further 1.19% increase in basic salaries, and improvements in extra-curricular pay totalling a further .6% equivalent increase in basic salaries. Payroll taxes on the foregoing would add a further .59% equivalent. The total would thus be 9.4%. In comparison the District, on the same basis, estimates its offer to represent a 7.49% improvement and the Association's proposals, a 16.49% improvement.

In addition to the foregoing factors, it should be noted that this year members of the bargaining unit will receive education and experience increments equivalent to a further 1.32% basic salaries equivalent. My proposed package, including such increments, totals 10.72%. Including increments, the District's offer totals 8.81%, the Association's proposals, 17.81%.

It should also be noted that I have not attempted to calculate the percentage improvement attributable to moving the school nurses halfway to the full teachers salary scale this year. However, I believe such a figure would not significantly affect the foregoing percentages.

D. ABILITY TO PAY

The difference of 1.91% between the District's offer and my proposed package represents an additional cost of approximately \$406,830. That additional cost is not, of course, provided for in the budget projections as to which the District offered detailed evidence at the hearing. At the same I am convinced, on the basis of the evidence, that the package I propose reflects fair and reasonable priorities for the District, which can be accommodated within present revenues by some reordering of other budget priorities.

E. RECOMMENDATIONS

For the foregoing reasons, I recommend, essentially as follows:

1. Acceptance of the Association's proposal with respect to recognition of it as the bargaining representative for certain Central and Regional Support Staff, and substitute and part-time educational employees.
2. Acceptance of the District's proposal for a maintenance-of-membership, rather than, as proposed by the Association, an agency shop clause.

3. Acceptance of a no-strike, no-lockout clause, in the form suggested by the Association, but without reference to the "trade-off" sought by the Association.
- 4 (a). Acceptance of an exclusive definition of the justification for layoff as a significant curtailment of revenue attributable to reduction in enrollment, reduction of funding of categorically funded projects, and/or failure of a Special Levy election, provided that the District shall resubmit any failed levy a second time, but shall have discretion to adjust the amount thereof.
- 4 (b) Acceptance of a compromise as to the number of seniority lists secondary teachers may choose, to provide that such teachers may choose a maximum of four such lists.
- 4 (c) Acceptance of the District's proposal that "demoted or displaced administrators" be accorded seniority on the basis of both teaching and administrative experience.
5. Acceptance of the District's proposal relating to involuntary transfers insofar as that matter remains in dispute.
6. Withdrawal of the Association's proposal relating to unemployment compensation.
- 7(a) An increase of 7% in the certificated employee salary schedule and the administrative and supervisory salary schedule insofar as it covers Central and Regional Support Staff in the bargaining unit.
- 7(b) An increase of 7% in the hourly rate.
- 7(c) In the case of school nurses, in addition to the foregoing, an increase in their salary schedule equal to one-half of the difference between their present schedule and the full salary schedule for certificated employees.
- 7(d) In the case of Central and Regional Support Staff, any "inequity adjustments" negotiated by the parties for 1976-77 be regarded as a credit to the District against the total economic package contemplated by these Recommendations, requiring a commensurate reduction in one or more elements of that package.
8. An increase of \$14 per month in the District's insurance contribution, provided that the parties shall jointly determine whether any part of the insurance contribution shall be utilized to establish and fund a dental plan.

9. In addition, to the increase in extra-curricular compensation generated by a 7% increase in the base salary, an amount equal to a .47% increase in basic salaries, i.e., approximately \$100,000, be allocated to improve the extra-curricular salary schedule, in such manner as the parties may jointly determine.
- 10 (a) Acceptance of the Association's proposal for one additional non-cummulative emergency day chargeable to sick leave.
- 10 (b) Rejection of the Association's proposal for two personal days.
- 10 (c) Rejection of the District's proposal to change the current practice relating to leave for Association members.
- 10(d) Acceptance of the District's proposal relating to monthly reimbursement for the Association President's leave of absence.
11. Acceptance of the Association's proposal for a contract of one-year's duration.

DATED: November 22, 1976

Daniel G. Collins

Daniel G. Collins, Fact Finder