IN THE MATTER OF FACTFINDING)
BETWEEN) FACTFINDER'S
CHENEY EDUCATION ASSOCIATION) FINDINGS
"THE ASSOCIATION"	AND
AND) RECOMMENDATIONS
CHENEY SCHOOL DISTRICT #360	()
"THE DISTRICT")

BACKGROUND

Cheney Education Association, initiated negotiations for a new bargaining agreement with Cheney School District #360 on May 2, 1977. Between that date and July 22, 1977, the parties held approximately sixteen bargaining sessions. During these negotitions tentative agreement was reached on a number of items. On July 27, the Association filed a statement of impasse with the Washington State Public Employees Relations Commission pursuant to WAC 391-30-700 and requested mediation. Several mediation sessions were held but the parties failed to reach agreement. Factfinding procedures were then invoked and the parties selected John H. Abernathy to serve as the factfinder on all remaining issues.

A factfinding hearing was conviened and conducted by the Fact-finder in accordance with the provisions of RCW 41.59 and the rules of the Washington Public Employment Relations Commission on October 4th and 5th, 1977 in Spokane, Washington. During the hearing the parties were afforded the opportunity to submit testimony, documentary evidence and arguments on each of the remaining issues.

The parties also filed post-hearing briefs with the Factfinder not later than October 14, 1977.

Mr. Jim Augutt, chief negotiator for the Association acted as chief spokesman for the Association in the hearing. He was assisted by Dick Iverson and Don Murray of the Washington Education Association.

Mr. Roy Wesley of the Eastern Washington School District Consortium acted as chief spokesman for the school district. He was assisted by Gale Marrs, Superintendent of Cheney School District.

THE ISSUES

The parties agreed that the following items were still at issue and were submitted to the factfinder for analysis, findings and recommendation:

- 1. Recognition
- 2. Duration
- 3. Past Practice
- 4. Agency Shop
- 5. Association Rights
- 6. Substitute Teachers
- 7. Work Day
- 8. Work Year
- 9. Part time employers
- 10. Group Insurance Benefits
- 11. Teacher Load
- 12. Covering Classes
- 13. Preparation Time
- 14. Class size
- 15. Head Teachers
- 16. Grievance Procedure
- 17. Management Rights
- 18. Salary Differentials
- 19. Extra Duty
- 20. Salaries

The next section of this report will contain a summary of the position of the Association and of the School District on each of these issues. The final section of the roport will contain the factfiner's findings and recommendations on each issue.

POSITION OF THE PARTIES

ISSUE #1. Recognition - This issue is one of whether substitute teachers and the position of Athletic Director shall be included or excluded from the bargaining unit.

ASSOCIATION POSITION - The bargaining unit should include substitute personnel and the Athletic Director positions. The supporting argument for each is as follows:

substitute teachers: have historically been bargained for by the Association; this historical relationship has not created any problems; the District has not provided rationale in bargaining for excluding substitutes; and if not represented by the Association, then there is a question of whether Washington law permits substitutes to be represented.

athletic director: the Association has bargained the salary and benefits for this position since it was established; this position is 80% teaching and 20% coordination; this position does not carry with it the authority to hire, fire, transfer personnel or adjust grievances; the person holding this position wishes the position remain in bargaining unit.

<u>DISTRICT'S POSITION</u> - The bargaining unit should not contain substitute teachers or the position of athletic director for the following reasons:

substitute teachers: have <u>not</u> been negotiated for by the Association in the past (S.D.Rebuttal Ex.#2 and S.D. Ex.# 1 & 2); according to District payroll records, substitute teachers have <u>not</u> authorized dues deductions for the Association; substitutes can and do serve in a number of surrounding districts; there is no real community of interest between the Association and substitute teachers; substitutes are excluded from the bargaining unit in surrounding school districts. The District accused the Association of having a "hidden agenda" on this issue, i.e. the control over substitute teachers during strikes.

Athletic Directors: the position requires the holder to supervise coaches, evaluate their performance, adjust their grievances and recommend their retention or removal. The Athletic Director participates in the employee selection process and effectively recommends applicants to be hired. The duties of the Athletic Director extend beyond the teaching day to the extent that the preponderence of duties are not teaching but those associated with being the Athletic Director.

ISSUE #2. Duration - The question is whether the agreement should be for a single year or for a two-year period and if it is to be a two-year agreement, whether it should be open (i.e. economic items could be opened for renegotiation) or closed (i.e. not items opened for renegotiation.

ASSOCIATION POSITION - The Association would find a two-year agreement acceptable provided the content was of sufficient quality that members would be comfortable living under it for two years and provided futher that it was closed in the second year with salaries and fringe benefits reflecting a sizeable increase.

<u>DISTRICT POSITION</u> - Two-year agreement with all items including wages and fringe benefit conributions closed during the term of the agreement.

ISSUE #3. Past Practices - The Association has proposed inclusion of a past practices or maintenance of standards clause which would require that all past practices of employment be continued at not less than the standards in effect at the time the agreement is signed. The District has resisted inclusion of such a provision in the contract.

ASSOCIATION POSITION - This provision is necessary to insure that rights and priviledges now afforded to teachers will not be taken away.

DISTRICT POSITION - Past practices are not identified in the proposal and the proposal is vague and indefinite. If the Association has certain past practices it wishes retained, the District feels they should be identified, negotiated and perhaps put in the agreement. The parties have a long history of bargaining and important past practices should have been identified long ago. The Association demonstrated no need nor presented no evidence or testimony on this issue during the factfinding hearing.

ISSUE #4. Agency Shop - The Association proposed contract language which would not require membership in the Association, but which would require those members of the bargaining unit who are not members of the Association to pay a representation or "agency" fee. As proposed the clause would allow bona fide religious objectors to contribute to a non-religious charity. The District has resisted and has countered with a maintinance of membership clause.

ASSOCIATION POSITION - Under RCW 41.59 the Association has the responsibility of representing all persons in the bargaining unit -- members and non-members of the Association. Benefits secured through contract negotiations or grievance processing apply equally to members and non-members of the Association. The costs of representation and contract maintainence should be born equally by all persons in the bargaining unit -- members and non-members of of the Association. Association members pay their fair share by paying Association dues; non-members should pay their fair share by

paying an agency shop fee equal to Association Dues.

Agency shop clauses are legal, equitable and consistent with the concepts of payment for benefits received and majority rule. Agency shop clauses are found in numerous other teacher bargaining contracts in Washington and in the Spokane area. The District's position on coercion is absurd: agency shop is no more coercive than requiring all employees to purchase the same medical plan.

<u>DISTRICT POSITION</u> - The District is opposed to Agency shop on philosophical grounds. The District is not in the business of enforced collection of Association dues. Existing membership in the Association is near 100%, so there is no demonstrated need for an agency shop provisions. Other school districts in the Spokane area have resisted Agency shop provisions.

The District offered to agree to a Maintenance of Membership clause during the factfinding hearing. The Association presented no testimony or evidence that this approach would not adequately meet the Association's needs.

ISSUE #5. Association Rights and Responsibilities - During the factfinding hearing the Association dropped their proposal on this issue because they believed that these rights and responsibilities are common only to the exclusive bargaining representative.

ISSUE #6. Substitute Teachers Contracts - The Association proposed three things with respect to substitute teachers: 1) a substitute teacher contract, 2) substitute teachers who teach over twenty consecutive days in one position shall be placed on the regular teacher salary schedule, and 3) a substitute teacher salary schedule be made part of the collective bargaining agreement.

ASSOCIATION POSITION - The Association should represent substitute teachers. The language proposed has worked well in the past.

<u>DISTRICT POSITION</u> - The District is opposed to having substitute teachers in the bargaining unit and to having any contract provisions relative to substitute teachers in the contract.

ISSUE #7. Length of Work Day - The present contract contains the following language:

Section C - Length of Workday

- Minimum employee workday will be thirty (30) minutes before the student day begins and shall continue until thirty (30) minutes after the regular student school ends.
- An employee may, upon receipt of permission from the building principal, leave directly after the close of of school.
- 3. Specialized assignments, general class preparation and building meetings ordinarily will entail additional time beyond the employee's minimum day as stated in item 1 above.

The Association proposed to change this language to that below:

Section E - Length of Work Day

- 1. The length of the work day will be thirty (30) minutes before the student day begins and shall continue until thirty (30) minutes after the regular student school days ends up to a maximum of seven and one-half hours including the one-half hour duty free lunch period.
- A teacher may, upon receipt of permission from the building principal, leave directly after the close of school.

The District proposed that existing contract language be retained.

ASSOCIATION POSITION - The concept of a clearly defined work day is common to most collective bargaining agreements. Current contract language does not clearly spell out the work day, while the Association proposal does. The collective bargaining agreement

specifies a basic salary schedule for teachers for a work year of specified length. The work day, however, is not specified under current language or the District's proposal.

The Association particularily objects to the third paragraph of the District's proposal because it can be used to require an employee to work beyond the regular work day without compensation. The Association wants to specify the work day and provide extra compensation for work performed beyond the specified work day.

<u>DISTRICT POSITION</u> - The provision proposed by the District is current language; it complies with Washington law; and it is common knowledge among teachers. It also provides for flexibility and balance for both the teacher and the district.

The District views the Association's proposal as an attempt to radically change past contract language and practice; to end flexibility; and to require payment of overtime.

ISSUE #8. Length of Contract/Work Year - The present contract and the existing District proposal calls for a work year of 182 days. The Association proposal calls for a contracted work year of 180 days with the payment of true per diem salary for all days worked beyond 180 days.

ASSOCIATION POSITION - The 180 day school year is found in many other school districts. This does not prevent the District from scheduling district in-service meetings in addition to the 180 day school year provided they pay a true per diem salary for those employees who work beyond the school year.

DISTRICT POSITION - The Association's proposed 180 day work year would comply with the 180-day requirement for students but would not provide the 2 days necessary at the begining of school necessary for inservice and teacher preparation. The 182 day work year must be retained in order to facititate an orderly start of school each year. The prevailing practice is for 182-185 day work year in surrounding school districts.

ISSUE #9. Part Time Employees. - The Association proposed that any part time employee who applies for a full time position shall be employed if they are properly credentialed.

ASSOCIATION POSITION. The Association maintains that parttime employees have already been employed by the District once and should be entitled to any full-time position for which they are fully qualified.

DISTRICT POSITION - This matter of employee selection is inappropriate for the Association to involve itself in this key part of management of the District. Part-time employees who apply for full-time positions already are given first consideration and notified in writing if they are denied full time employment. The written notice also specifies the reasons for denial. The District feels this practice is sufficient and provides for more flexibility than the Association proposed mandate.

ISSUE #10. Group Insurance Benefits. - Last year the District contributed a maximum of \$65.00 per employee per month for group insurance in a "cafeteria approach".

ASSOCIATION POSITION - The Association has proposed that the District increase its current contribution from \$65.00 to \$95.80 per employee per month to cover the premiums for family medical and dental insurance and long term disability insurance for employees. Since the Association has chosen to bargain coverage, it proposes to drop the cafeteria approach. Costs of the proposed insurance benefits are as follows:

full family medical

WEA Blue Cross (Composite rate) \$65.35

full family dental

(WEA Washington Dental Service) \$24.45

WEA Long Term Disability

(2/3 salary after 60 days to age 65) \$ 7.00 (est)

TOTAL \$95.80

Under this approach the medical insurance plan could be the WEA365 Plan, or the state qualified HMO, or other mutually approved plans that provide composite rates. Under this proposal the District would be responsible for an amount up to \$95.80 total. The Association wishes to provide each employee with adequate medical and dental coverage in this period of rapidly rising medical and dental costs.

<u>DISTRICT POSITION</u> - The District has proposed increasing the District contribution for insurance benefits by \$10 per employee per month. The District feels this increase would meet the inflationary increase in premiums necessary to maintain current coverage.

The District objected to the Association proposal because it represents about a 46% increase in insurance costs to the District. Neither state wide or local comparisons justify an increase of this magnitude. The District feels its proposal is fair and equitable.

ISSUE #11. Teacher Load

ASSOCIATION POSITION - The Association proposed that secondary teachers not be required to have more than three curriculum preparations per day. With three preparations and one hour of planning, this proposal would provide only 20 minutes per preparation. More preparations would reduce amount of planning time per class, would affect the quality of instruction and perhaps put jobs in jeopardy.

DISTRICT POSITION - The District proposed that existing language be continued. The state imposed requirement of 25 teacher contact hours per week makes the Association's request impractical, particularily in light of the large number of "singleton" offerings each trimester. There has been no serious problems, complaints or formal grievances on present contract language. The Association proposal would result in a substantial cost increase. The Association has presented no real evidence in support of their demand.

ISSUE #12. Covering Classes - The Association has proposed that teachers who are required to give up their preparation time to cover classes of other teachers involved in activities be given compensatory leave with pay.

ASSOCIATION POSITION - Principals have been requiring teachers to give up their preparation time to cover classes even though the collective bargaining agreement provides for teacher prep time. The Association has suggested hiring substitutes to cover classes; the District says it is impossible to hire substitutes for short. periods of time.

Therefore, the Association proposes to provide one day's paid leave of absence for each six hours they are required to cover during their preparation period.

<u>DISTRICT POSITION</u> - The District pointed out the difficulty of obtaining substitutes. The District has offered to distribute the assignment of covering classes as equitably as possible. Employees can grieve if they feel they are being asked to cover classes in an unfair manner. The District rejects the CEA's compensatory leave proposal.

ISSUE #13. Preparation Time - The Association proposed that the prepartion time guaranteed by the previous contract be retained and be assigned in blocks of not less than thirty continuous minutes.

ASSOCIATION POSITION - To divide the 250 minutes per week for preparation time into blocks of less than 30 minutes does not allow for meaningful preparation. More time is spent on getting out and putting away planning materials. Some teachers have been given assignments during their prep periods.

<u>DISTRICT POSITION</u> - The state-imposed mandedate of 25 hours per week per teacher in direct classroom contact with students, and lunch periods, recess, hall duty, etc, the CEA proposal presents practical problems in scheduling that makes it virtually impossible to implement the CEA proposal.

ISSUE #14. Class Size

ASSOCIATION POSITION - The Association proposed to reduce class size and to establish maximum class sizes for classes not covered by the previous agreent as follows:

self contained classrooms for handicapped children - maximum at the ratio used by SPI for funding purposes.

resource rooms - 26 students.

classrooms with handicapped students in class -- reduce by one student for each handicapped student in class.

These maximums for handicapped are in line with what the SPI felt, in his professional judgment is appropriate.

The CEA expressed a willingness to drop their proposal for overall class size reductions if their proposals on handicapped class size is met.

<u>DISTRICT POSITION</u> - The District's inability to operate withing federal and state constraints and the CEA proposal will likely result in charges of discrimination. The CEA proposal would necessitate the hiring of 2.5 additional teachers and more classrooms.

ISSUE #15. Head Teachers - Several years ago the position of Head Teacher was created for use in the elementary schools. The Head Teacher was to carry out routine tasks of the principal when the principal was absent.

ASSOCIATION POSITION - CEA proposed language that will clearly state that head teachers are not supervisors under RCW 41.59. Head Teachers are members of the bargaining unit. This position was never intended to be a supervisory position.

<u>DISTRICT POSITION</u> - Acceptance of CEA language would necessitate the designation of a Head Teacher in each building, would call for an election of head teacher by popular vote and would define and limit the duties of head teacher.

The previous contract did not certain any language on head teacher.

ISSUE #16. Grievance Procedure. - The three major differences between the parties are over the Association's right to grieve, the definition of a grievance, and the form of the Arbitration award.

ASSOCIATION POSITION - The Association wants the right to file Association grievances and a broad definition of grievance but indicated a willingness to give up the latter to get the former.

<u>DISTRICT POSITION</u> - The District in its brief agreed with this proposed compromise and suggested the following language.

"Section 2 - Definitions

Grievant - Shall mean one or more teachers who singularly or jointly allege a violation of this Agreement as it concerns their individual or collective interests. The Association shall be the grievant where class grievances are involved.

Class Grievances - Shall mean grievances involving more than one supervisor and grievances involving the administrator above the building level may be filed by the Association on behalf of the grievant(s) at Step 2.

Grievance - A claim by a teacher, group of teachers, the Association or the School District that there has been a violation or unjust application of the terms and conditions of this Agreement. Adverse changes of contract shall not be considered a grievance under this contract.

Days - Shall mean teacher employment days, except during the summer vacation when calendar days shall be used."

The arbiter shall make a written report of his findings of fact and decisions, including the basis in law if any, for such decisions to the District, the Association, and the grievant within ten days after the final hearing is concluded.

ISSUE #17. Management Rights

ASSOCIATION POSITION - The law provides specific rights and responsibilities of the Board of Directors of the School District.

The Association agrees that certain rights and responsibilities are necessary to manage the district. The Association feels that their short and to-the-point proposal adequately speaks to these rights and responsibilities of management.

DISTRICT POSITION - The District's proposal is essentially existing language, with two paragraphs removed (3 and 11). CEA provided no real basis for their demand for futher alternation in this provision. The District suspects that the CEA's insistence on a vague weak form of District Rights provision would make it easier for the CEA to erode management rights during the term of the agreement.

ISSUE #18. Salary Differentials

ASSOCIATION POSITION - The Association proposed salary differentials as follows:

School Psychologist - base salary time 1.07 the first year with .01 being added to the multiplier each year until 1.12 is reached. head teachers - ratio of .05 X regular salary

secondary dpt. heads- ratio of .01 for each teacher in department X regular salary.

<u>DISTRICT POSITION</u> - The current agreement contains the language on school psychologist above and the following: "Thereafter, subsequent School Psychologists will be placed on the certificated salary schedule and the factor will be discontinued".

The District proposed the retention of this language but no salary differential for head teachers or secondary department heads.

ISSUE #19. Extra Duty or Activity Pay - The only difference between the proposals of the Association and the Board is the pay for coaches of girl's sports.

ASSOCIATION POSITION - Eliminate the term "girls" wherever it appears in the extra duty salary schedule and pay coaches of girl's sports the same as coaches of boy's sports.

<u>DISTRICT POSITION</u> - Girl's activities and sports are indentified in the listing of activity positions.

ISSUE #20. Salaries - The Association has proposed a salary base of \$10,400 (a 13.7% increase) and a top salary of \$20,904 (a 16.9% increase), with an additional 6.8% for an approved Master's degree.

The District has proposed a base salary of \$9521 (a 4.1% increase) and a top salary of \$19,147 (7.1% increase) and the addition of two more steps to reach the top salary. The Board has also proposed maintaining the same Masters premium (6.8%). Increments have been excluded from the above percentages. The parties agree to the granting of increments.

ASSOCIATION POSITION - CEA takes the position that the District can exceed the SPI guidelines; that the District has the ability to pay; that the CEA proposal should be implemented to keep pace with the cost of living and comparable settlements.

<u>DISTRICT POSITION</u> - The District contends that its proposal complies with the manditory state guidelines for salary increases; that the District has no reserve from which to allocate further salary dollars; that the District is above the existing state average salary; that the District doesn't have the ability to meet CEA demands; and that the CPI is lower than the CEA indicated and it is lower in the Spokane area than in Seattle.

FINDINGS AND RECOMMENDATION'S

Issue #1 Recognition. The factfinder finds that the preponderence of evidence supports the District's position. Substitute teachers have not historically been negotiated for by the Association, nor have they had Association dues deducted from their pay. Substitute teachers are not normally found in bargaining units of teachers teaching regularily half-time or more. The Athletic Director effectively recommends employment and retention, performs evaluations, and adjusts grievances.

Recommendation - The Recognition clause in the contract should specifically exclude substitute teachers and the position of Athletic Director.

<u>Issue #2 Duration</u> - There is no major substantial difference between the parties in that both desire a two year agreement. Two year agreements save time and expense in negotiations and cut down on unrest and dissent.

<u>Recommendation</u> - A two-year agreement with wages and fringe benefit contributions in the second year in accordance with the recommendations below.

Issue #3 Past Practice - There was no demonstrated need for this proposed addition to the contract, nor was there any tangible evidence or testimony given in support of this proposal.

Recommendation - The contract should not contain a past practices clause.

Issue #4 Agency Shop. This form of union security agreements is becoming more common in teacher contracts; a number of Washington School Districts now have a form of agency shop in their collective bargaining agreements. When the Association negotiates, it does so for all members of the bargaining unit. The law does not permit negotiated benefits to be restricted to Association members only.

If it did, this issue might become moot. Rather, negotiated benefits apply to all persons in the bargaining unit. The Association must also process grievances for all members of the bargaining unit irrespective of membership in the Association.

The District's concern for the coerdion element of agency shop clauses rings hollow. There is an element of coerdion in taxation and other agency fees. For example, if majority of landowners on a given street vote to install curbs and repave the street, all landowners pay for the cost of curbs and repaving — not just the ones who voted "yes". Members of bargaining units have the right to vote for or against representation; once the majority votes for representation, it is not unreasonable for the Association to expect all persons in the bargaining unit to pay for benefits received.

Recommendation. The collective bargaining agreement between the parties should contain an Agency Shop provision as proposed by the Association.

Issue #5 Association Rights and Responsibilities - Issue dropped by the Association during factfinding hearing.

Recommendation: None.

Issue #6 Substitute Teacher Contracts. Having previously ruled on issue 1 that substitutes should not be part of the bargaining unit, paragraphs one and three of the Association proposal are not necessary. Paragraph two, however, deals with a different question: namely when does a substitute or temporary teacher become a regular teacher? The Association has proposed that they become regular teachers and be placed on the salary schedule after twenty continuous teaching days in one position. Such protection is necessary to prohibit the filling of unexpected vacancies for long periods with a substitute.

Recommendation: Paragraphs one and three of the Association's proposal <u>not</u> be included in the contract. Paragraph two should be included but twenty days should be changed to thirty teaching days.

ISSUE #7. Length of Work Day

Recommendation - Present contract language should be retained.

ISSUE #8. Length of Contract/Work Year.

Recommendation - Present contract language be retained.

ISSUE #9. Part Time Employees - The language that the District has agrued to in the past and continues to agree to provides that part-time employees who apply for full time positions be interviewed and given first consideration for such full time position. If that part-time employee is not hired to fill a full time position, that part time employee will be given a written statement of the reasons for denial and specific qualifications they lack. This seems adequate.

Recommendation: The language that the Board indicates they are in agreement with should be made part of the contract.

ISSUE #10. Group Insurance Premiums - During this period of rapidly rising medical and dental costs employees need adequate insurance coverage.

Recommendation: The District shall provide up to \$96.00 per month per full-time employee to apply toward full family Medical insuarance, full family dental insurance and long term disability insurance for each employee. Choice of carrier to be mutually determined by the parties. The cost of Maintaining this coverage will be asborbed by the District in the second year of this agreement.

ISSUE #11. Teacher Load. The Association's position represents a substantial cost increas, is vague (What is a separate preparation?) and was not adequately justified.

Recommendation: Present contract language be retained.

ISSUE #12. Covering Classes - This issue can best be handled on an individual complaint basis through the grievance procedure where the Association would be required to prove its allegations of unfairness and loss of prep time.

Recommendation: The Association proposal be denied.

ISSUE #13. Preparation Time - The evidence submitted by the District was pursuasive.

Recommendation - Previous contract language guaranteeing 250 minutes of preparation time per teacher per week should be retained. The CEA proposal for prep time in blocks of 30 minutes or more be denied.

ISSUE #14. Class Size - The previous contract contains class size limitations on regular classes but not on self contrained handicapped classes. State and federal guidelines govern class size in these cases.

Recommendations - Previous contract language on class size be included in this agreement. Class size for self-contained classes for handicapped students be set in accordance with Federal and state requirements and/or guidelines.

ISSUE #15. Head Teacher's. The Association failed to present evidence of the need or justification of this proposal.

Recommendation - The CEA proposal on Head Teachers should be excluded from the 1977-79 agreement between the parties.

ISSUE #16. Grievance Procedure - The parties indicated in their briefs that they are in agreement on this issue.

Recommendation: The language suggested by the School District and reproduced above be included in the collective bargaining agreement.

ISSUE #17. District Rights -

Recommendation: The current District proposal should be implemented.

ISSUE #18. Salary Differentials

Recommendation: The language on salary differentials for the school psychologist salary differentials for the school psychologist contained in the previous contract be retained in this agreement.

No salary differential shall be provided to head teachers or to secondary department heads.

ISSUE #19. Extra Duty or Activity Pay - Pay for extra duty or activities should be based on diffeculty of assignment and length of season (i.e. number of games or matches). The Associtation did not show that, for example, the length of the girls and boy's basketball season, the number of games and the number of students participants is the same in boy's and girl's basketball.

Recommendation: The Board's proposal be implemented.

ISSUE #20. Salaries - The normal criteria used by factfinders are ability to pay, cost-of-living, comparable salaries, and the total benefit package. The Levy lid bill andthe SPI guidelines place a severe lid on the ability of the District to pay. These two things clearly have set limits on what salaries can be negotiated this year. The Association's salary proposal is in excess of what the usual criteria would justify this year.

Recommendation: lst year - each teacher eligible for an increment should be granted an increment and the Board's salary proposal shall be implemented.

2nd year - The base salary shall be increased by an amount equal to the SPI guidelines and each eligible employee shall be granted an increment.

Submitted on this the 14th of November, 1977 by:

John H. Abernathy

Factfinder