

LATON 20
CSEA

2/10/78

FACTFINDING PANEL REPORT AND RECOMMENDATIONS

In the Matter of Factfinding
between
LATON UNIFIED SCHOOL DISTRICT
and
CSEA, CHAPTER #513

ISSUES

COMPENSATION AND OTHERS

/FR-54/

Factfinding Panel

Karl O. Drexel, Impartial Chairman
Alison C. MacKenzie, District-Appointed Factfinder
Robert Baker, CSEA-Appointed Factfinder

Hearing Held

February 8, 1978
Conference Room
Fresno, California

Appearances:

For CSEA: Mr. N. W. Newell, Field Representative
For District: Mr. James M. Stewart, Superintendent, L.U.S.D.

PREFACE

Some General Information About the Laton Unified School District Presented By the District Superintendent, J. M. Stewart

The Laton Unified School District is a small rural unified school district. The district is comprised of one elementary (K-6) school of 340 students, one 7th and 8th grade senior elementary school of 120 students and one high school of 275 students. There also is a small continuation high school. The enrollment varies from three to fifteen students. We also offer an adult education program. The A.D.A. for the adults is about 10 to 12 A.D.A.

During the years 1969 through 1973 the district's enrollment was in excess of 900 students. At the present time the enrollment is about 735 students, a decrease of almost 200 students. This declining enrollment will affect the high school enrollment beginning 1978-79 and will cause the high school enrollment to be down from 275 at present, to an estimated 150 to 175 by 1982. This means that the district will need to curtail some programs and reduce staff. At the present time, there has been no reduction in classified employees. The income to the district is effected by enrollment and A.D.A.

The district is about 50 square miles in area. Two-thirds of the district's students are bused to school. The staff is composed of one superintendent, two full-time principals and one teaching principal/projects director and 38 certificated staff members. On the classified staff there are six clerical, of which there are three regular secretaries, two confidential and one CETA secretary. There are seven custodians, four regular and three CETA workers. Some bus drivers also are custodians. In the transportation department, there are six regular employees (one bus driver/supervisor). There are three maintenance personnel, one regular and one CETA and one management. In food services there are four and one-half employees, three and one-half regular and one supervisor. There is a total of 25 classified employees for the maintenance and operation of the district and there are 20 classified teacher-aides.

The district has a very low assessed valuation. The 1976 assessed valuation was eleven million. In two years since 1968 the assessed valuation has decreased (1969-70 and 1975-76).

Background Information

The Laton Unified School District (District) and Chapter #513 of CSEA, the duly recognized agent for the classified employees of the District, in June, 1977, began negotiations under the Rodda Act. Between June and September twelve negotiation sessions were held. At the last session, September 27th, the parties, jointly, asked PERB to provide the services of a mediator. The first mediation session occurred November 2nd. Two more sessions, November 3rd and November 17th, found the parties still apart and the mediator recommended, with the consent of both parties, to submit the dispute to the fact finding process as provided for in Division 4 of Title 1 - Section 3458 of the Government Code. The fact finding panel chairman was appointed on January 11th and the panel met in executive session on January 25th. On February 8th, the chairman of the panel convened the hearing at 9:15 a.m. in the conference room of the firm Patterson-Taggart, Fresno.

During this hearing, both parties presented facts and arguments in support of their position on the following issues:

1. Compensation and Benefits
2. Vacation
3. Organizational Security
4. Concerted Activities
5. Term of Agreement

The panel, in executive session, considered all matters submitted and with unanimous action make the recommendations found on the following pages. It is hoped that these

recommendations will lead the parties back to the "table" for meaningful discussions and ultimately to a satisfactory and peaceful end to their differences.

ITEM 1

Compensation and Fringe Benefits

Issue

A. District

The District's last proposal for all ten, eleven and twelve month employees was as follows:

6.00% Salary Increase
2.12% Increments
8.12% Total Salary Increase
1.89% Fringe Benefits
10.01% Total Increase

The District's last proposal for all Aides was as follows:

3.35% Salary Increase
1.68% Increments
5.03% Total Salary Increase
4.97% Fringe Benefits
10.00% Total Crease

Retroactivity to July 1, 1977 was withdrawn on September 27, 1977.

B. CSEA

The Chapter's last proposal for All classified employees not considered Management, Confidential or Supervisory was as follows:

"A ten percent (10%) increase for each employee on the Salary Schedule plus increments plus fringe benefits retroactive to July 1, 1977."

Discussion

This report will not attempt to repeat the arguments, pro and con, of the respective parties. Suffice it to say that the panel, in arriving at its conclusion and recommendation, did consider, weigh and use as guidance the criteria contained in

S.B. 160.

We carefully examined the budget information supplied by the District and the budget analysis supplied by CSEA. In the opinion of the panel, there is sufficient moneys in the present budget to accommodate the panel's recommendation. Further, the District maintains that it has never claimed that it did not have the ability to pay.

While the panel searchingly looked at the District and CSEA comparisons of wages, hours and conditions, we found that in most cases they were wanting - and not without good cause. We recognized the difficulty that small districts have in attempting to compare with other small districts. The jobs, by and large, are not the same and, thus, neither are the wages, hours and working conditions. Both made a sincere effort but each chose different districts and each had different job classifications so the expected happened - "apples and oranges"! Despite the panel's inability to make precise comparisons, it did come to the conclusion that, with the exception of the Aides, all other classifications appeared to compare favorably with similar classifications in other like school districts.

Since the Consumer Price Index for goods and services does not identify the San Joaquin area separately, we are forced to look at the cost of living index in the Bay Area. When one considers the rising costs of medical insurance as a significant factor in the C.P.I., one may well believe that the net C.P.I. (less medical), for the fiscal year 1976-77, hovered around the 6-7% figure.

When the panel considered direct wage comparisons, the C.P.I., the present effort of the District for classified salaries, the continuity and stability of employment and other data submitted by the parties, it concluded that it would be fair and reasonable to make the following recommendations.

Recommendation

1. That all unit members be compensated by a six percent (6%) salary increase for the year 1977-78 and, if the parties agree to a three-year Agreement, that in each of the next two years, 1978-79, 1979-80, the salary increases shall be no less than six percent (6%) plus all earned increments and continued funding of all fringe benefits as recommended in this Report.
2. That all unit members who are entitled to an annual increment shall receive same.
3. In addition, unit members who qualify will continue to receive those benefits which are mandated by law as follows:
 - a. Public Employees Retirement System (PERS) -- the District agrees to pay the legally required rate.
 - b. OASDI--The District agrees to pay the legally required rate.
 - c. Worker's Compensation Insurance Fund --The District agrees to pay the legally required rate.
4. The District will provide for each unit member who works four hours or more per day 100% of the premiums for health and cancer insurance for the employee and dependents, provided that the employee signs up for such insurance coverage on forms provided in the District office.
5. Lastly, it is most significant to note that all recommendations made in this section are retroactive to 1 July, 1977.

Item 2

Vacation

Issue

A. District

The District has proposed the following:

1. Unit members shall receive annual vacations at the regular rate of pay earned

at the time the vacation is commenced as follows:

- a. Eight (8)-month Employees: 5/6 of a day of paid vacation per month of service.
- b. Nine (9)-month Employees: 5/6 of a day of paid vacation per month of service.
- c. Ten (10)-month Employees: 5/6 of a day of paid vacation per month of service.
- d. Eleven (11)-month Employees: 5/6 of a day of paid vacation per month of service.
- e. Twelve (12)-month Employees:

<u>Length of Employment</u>	<u>Vacation Days</u>
1 - 5 years	10
6 years	11
7 years	12
8 years	13
9 years	14
10 or more years	15

- 2. A unit member must be employed for one (1) year before he is entitled to take any vacation time.
- 3. The District may require that every unit member use up his/her vacation leave each year. However, if the District does not so require, a unit member may accumulate up to five (5) vacation days for a period not to exceed one (1) year.
- 4. A unit member must have a vacation leave request form approved by the District prior to taking leave. Twelve (12)-month employees are encouraged to take vacation during the summer months; however, the scheduling of vacations shall be within the discretion of the District.
- 5. When a unit member is terminated or resigns, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of termination.
- 6. A unit member shall be permitted to terminate vacation leave and begin sick leave without a return to work, provided the unit member provides to the District a written letter from a medical doctor verifying the accident, illness, or injury.

B. C.S.E.A.

The Chapter proposal is as follows:

- 1. All unit members shall receive annual vacations at the rate of pay earned at the time the vacation is commenced as follows:

- a. 1 month to 1 year: .84 days of paid vacation per month of service.
 - b. 1 year to 5 years: .92 days of paid vacation per month of service.
 - c. 5 years to 6 years: 1 day of paid vacation per month of service.
 - d. 6 years to 7 years: 1.09 days of paid vacation per month of service.
 - e. 7 years to 8 years: 1.17 days of paid vacation per month of service.
 - f. 8 years to 9 years: 1.25 days of paid vacation per month of service.
 - g. 9 years to 10 years: 1.34 days of paid vacation per month of service.
 - h. 10 years or more: 1 additional day for each additional year of service.
2. A unit member must be employed for one (1) year before he is entitled to take any vacation time.
 3. A unit member must have a vacation request form approved before he is entitled to take vacation. Twelve (12) month employees are encouraged to take vacation during the summer months; however, the scheduling of vacations shall be within the discretion of the District with seniority the deciding factor.
 4. Any employee in the bargaining unit who has been employed for more than one (1) year may elect to carry over five (5) days of vacation to the following fiscal year. Any bargaining unit employee who has been employed more than five (5) years may elect to carry over ten (10) days of earned vacation to the following fiscal year. Any employee in the bargaining unit who has been employed more than ten (10) years may elect to carry over fifteen (15) days of earned vacation to the following fiscal year. If for any reason the bargaining unit employee is not permitted to take all or any part of his/her annual vacation, the amount not taken may at the option of the employee, be accumulated for use in the following year or be paid for in cash.
 5. When a unit member is terminated or resigns, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of termination.
 6. A unit member shall be permitted to terminate vacation leave and begin sick leave without a return to work, provided the unit member provides to the District a written letter from a medical doctor verifying the accident, illness or injury.

Discussion

The District's rationale to support their proposal for those regular employees who work less than 12 months is that such employees do not need more vacation time and that any request for the District to grant a longevity factor for those who work less than 12 months is just a request for more money.

Further, in this area, the District is not interested in comparisons with other districts. They consider themselves the leaders in a movement that others may follow.

On the other hand, CSEA submitted documentation that indicated that the eight districts with whom they compared themselves, all eight prorated their vacation time for all regular employees.

In view of the fact that there was no further documentation from either party and very little discussion of the merits of each proposal, the Panel recommends the following:

Recommendation

That for the length of this Agreement the following vacation plan be implemented:

1. For the year 1977-78 the panel recommends that the District's proposal be accepted.
2. For the remaining years of this Agreement, the panel recommends that the following proposal be accepted.

1. All unit members shall receive annual vacations at the regular rate of pay earned at the time the vacation is commenced as follows:

<u>Length of Employment</u>	<u>Vacation Days</u>
1 - 5 years:	.83 days of paid vacation per month of service
6 years:	.91 days of paid vacation per month of service
7 years:	1.00 days of paid vacation per month of service
8 years:	1.08 days of paid vacation per month of service
9 years:	1.16 days of paid vacation per month of service
10 or more years:	1.25 days of paid vacation per month of service

3. That all other District proposals for their vacationn plan, namely those numbered 2 through 6, be acc-pted.

Item 3

Dues Deduction and Organizational Security

Issue

A. District

The District does not wish that any form of an Agency Shop be included in this Agreement. They do, however, make the following proposal for Payroll Deductions.

The District will deduct from the pay of Association members and pay to the Association the normal and regular monthly Association membership dues as voluntarily authorized in writing by the employee on the District form subject to the following conditions:

- a. Such deduction shall be made only upon the submission on a District-approved form of a duly executed and revocable authorization by the employee.
- b. The District shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing fifteen (15) days or more after such submission.
- c. The Association shall provide the members with adequate and necessary data on any dues increase at a time sufficiently prior to an effective date of any increase in order to provide the members with the opportunity to revoke any authorization.

B. C.S.E.A.

On the other hand, the Chapter will agree to eliminate any reference to Organizational Security from this Agreement if the District will eliminate any reference to Concerted Activities.

If the District will not agree to such a tradeoff, then C.S.E.A. recommends the following:

- A. The Association shall have the sole and exclusive right to District payroll deduction for membership dues for employees in the bargaining unit. The District shall pay said deducted dues to the Association within a reasonable time thereafter.
- B. Membership dues and service fees as used in this Article shall not include employee contributions for the political activities of the Association, CSEA, or any successor organization.
- C. The District shall deduct membership dues in accordance with the Association dues schedule, contained in Appendix B, from the wages of employees in the

unit who are members of the Association on the effective date of this Agreement and who have submitted written dues authorization forms approved by the District. Similarly, the District shall deduct membership dues from the wages of employees in the unit who become members of the Association after the effective date of this Agreement and who submit written dues authorization forms approved by the District. The District shall not be required to make said deductions sooner than thirty (30) days after the submission of the employee authorization form described herein, and said deduction authorization forms remain revokable by the employee at any time. The District shall promptly notify the Association if a unit member revokes a dues deduction authorization.

- D. A member of the bargaining unit who does not submit the dues deduction authorization form, as described above, or who cancels a previously authorized deduction authorization, shall be required to pay directly to the Association the amount stipulated in Appendix B.
- E. For a member of the bargaining unit who does not pay the Association the amount described in Appendix B, the District's sole responsibility and obligation shall be to notify said employee, in writing, that he/she is in violation of this Article of the Agreement.
- F. Notwithstanding paragraphs A through E above, no person currently employed by the District and who continues in a paid status with the District shall be required to join the Association. Any such person who subsequently terminates employment with the District will be re-employed with paragraph A through E above having full force and effect.
- G. If an employee in the bargaining unit belongs to a recognized religious sect which does not permit its members to pay a representational fee to any employee organization, an amount equal to the presentational fee which would have been paid will be deducted monthly from that employee's warrant and deposited in a scholarship fund established by the District. If the District does not have a scholarship fund, the amount deducted will be deposited by the District with a recognized charitable organization designated by the employee, but in no event shall the charitable organization be a religious sect.
- H. The CSEA agrees to indemnify, defend and hold the District harmless against any claim of suit instituted against the District arising from its compliance with the provisions of this Article.

Discussion

During the Hearing it was apparent that the District would not eliminate the Concerted Activities reference and, thus, negate a tradeoff with the Organizational Security reference as proposed by CSEA, the Panel recommended the following Organizational Security Articles (Maintenance of Membership).

Recommendation

A. Maintenance of Membership

1. The District will deduct from the pay of Association members and pay to the Association the normal and regular monthly Association membership dues as voluntarily authorized in writing by the employee on the District form subject to the following conditions:
 - a. Such deduction shall be made only upon the submission on a District-approved form or a duly executed and revocable authorization by the employee.
 - b. The District shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing fifteen (15) days or more after each submission.
 - c. The Association shall provide the members with adequate and necessary data on any dues increase at a time sufficiently prior to an effective date of any increase in order to provide the members with the opportunity to revoke any authorization.
2. All employees covered by this Agreement who are members of the Association on the dates such Agreement is ratified and adopted or who hereafter becomes members during the term of this Agreement, must retain their membership in the Association for the duration of this Agreement by being obligated to pay the regular initiation fees, dues and assessments levied against similar members in the unit, except that any employee may resign from the Association during the thirty (30) days period immediately succeeding the ratification.
3. Upon the District becoming aware that an employee requests that he no longer wishes membership dues deducted from his pay, the District will inform said employee of the violation of this Agreement and send a copy to the Association.

Item 4

Concerted Activities

Issue

A. District

The District desires some reference to what is known as Concerted Activities.

B. C.S.E.A.

The Chapter is willing to include such reference if the District will agree to some form of Maintenance of Membership.

Discussion

As indicated earlier, a stalemate was obvious. The District believed in the Concerted Activities article and philosophically opposed the Agency Shop approach. CSEA would really affect a tradeoff - no Concerted Activities clause and no Agency Shop clause. Since such a tradeoff seemed doomed, the Panel recommends the following Concerted Activities clause.

Recommendation

1. It is agreed and understood that there will be no strike or work stoppage during the term of this Agreement.
2. The Association recognizes the obligation of its representatives and members to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so.
3. It is agreed and understood that any employee violating this article may be subject to discipline up to and including termination.
4. In the event the Association violates this article, the violation would constitute a waiver of its rights under this Agreement.
5. During the terms of this Agreement, the Board of Education shall not authorize or permit lockout of persons covered by this Agreement.

Item 5

Terms of Agreement

Issue

A. District

Because negotiations have continued into the second half of the 1977-78 school year, the District believes that a one-year, or even two-year, Agreement is not realistic. They are proposing an Agreement that will continue until July, 1980.

B. C.S.E.A.

The Chapter has no objection to a multi-year contract, if it can agree to the terms of this Agreement.

Discussion

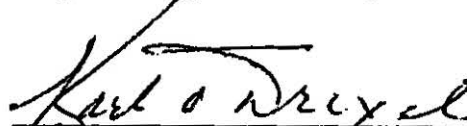
Since the Panel also considers, under present circumstances, an Agreement of less than two years unrealistic, it recommends that the following be approved.

Recommendation

1. That the Agreement (except for salary and fringe benefit purposes) shall be effective three (3) years from the date that it is ratified by both parties.
2. That both parties agree that those individual issues regarding wages, step increments, longevity pay, insurance premiums, and overtime and one other specific issue from each party within the scope of bargaining, may be introduced and/or re-opened. Such reopeners shall occur on or about March 1, 1979.

The foregoing report represents the recommendations of this panel.

Respectfully submitted,


Karl O. Drexel, Chairman

Concurring Panel Members:

Alison MacKenzie, District Fact Finder



Robert Baker, Association Fact Finder

Dated: February 21, 1978
Concord, California

The foregoing report represents the recommendations of this panel.

Respectfully submitted,

Karl O. Drexel, Chairman

Concurring Panel Members:


Alison MacKenzie, District Fact Finder

Robert Baker, Association Fact Finder

Dated: February 19, 1978
Concord, California