

IN THE MATTER OF FACT FINDING BETWEEN:

WILTON-LYNDEBOROUGH COOPERATIVE SCHOOL DISTRICT

&

WILTON-LYNDEBOROUGH COOPERATIVE TEACHER'S ASSOCIATION

FACT FINDER'S REPORT AND RECOMMENDATIONS

Introduction

The Wilton-Lyndeborough Cooperative School District ("District" or "Employer") and the Wilton-Lyndeborough Teacher's Association ("Association") have been negotiating over the terms of a successor collective bargaining agreement to the one that expires on June 30, 2021. By agreement of the parties, Gary D. Altman was appointed to serve as the Fact Finder for the unresolved issues. A virtual Fact Finding hearing was held on January 14, 2021. Rachel Hawkinson, UniServ Director for the Monadnock Region, represented the Association. The School Board was represented by Kathleen Peahl, Esq. The parties submitted written materials and made presentations on the open issues.

The parties brought the following issues to fact finding:

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Analysis and Recommendations

The parties began negotiations for a successor Agreement that expires June 30, 2021, in the Fall of 2020. The parties reached a number of tentative agreements, but

could not agree to an overall Agreement¹ and the parties submitted the unresolved issues to Fact Finding.

Initially, it must be noted that the Fact Finding process is a continuation of the collective bargaining process. It is not meant to supplant direct negotiations between the parties. Nevertheless, at times parties cannot reach a successor agreement and it is necessary for a neutral to offer recommendations, hopefully, to settle the unresolved issues, and bring a measure of finality to the impasse. In making their recommendations, fact finders are interested in such concepts as prevailing standards, that is, what are the benefits and conditions of employment for teachers in other New Hampshire School Districts. Seldom will novel and untried solutions be part of a Fact Finder's recommendations.

In making the recommendations in the present report, I have considered the traditional criteria often used by fact finders; concepts such as ability to pay, wages and benefits of comparable school districts, and the cost of living. I have attempted to make reasonable recommendations that are both fair and acceptable to the parties. Each of the issues will be separately addressed. It should be noted, however, that the recommendations are offered as a "total package" to resolve the current impasse.

1. Salary Increases & Duration

The 2020-2021 salary schedule for the District is as follows:

Step	Bachelors	Bachelor's +15	Bachelors +30	Masters	Master's +20
1	\$37,000	\$37,500	\$38,000	\$40,000	\$41,500

¹ There is no dispute that the tentative agreements should be adopted and made part of the final Agreement.

2	\$38,000	\$38,500	\$39,000	\$41,000	\$42,500
3	\$39,000	\$39,500	\$40,000	\$42,000	\$43,500
4	\$40,000	\$40,500	\$41,000	\$43,000	\$44,500
5	\$42,000	\$42,500	\$42,700	\$44,700	\$46,500
6	\$43,500	\$44,000	\$44,500	\$46,500	\$48,000
7	\$45,000	\$45,500	\$46,000	\$48,000	\$49,500
8	\$46,500	\$47,000	\$47,500	\$49,500	\$51,000
9	\$48,000	\$48,500	\$49,000	\$51,000	\$52,500
10	\$50,000	\$50,500	\$51,000	\$52,700	\$54,500
11	\$51,500	\$52,000	\$52,500	\$54,700	\$56,200
12	\$53,000	\$53,500	\$54,000	\$56,700	\$58,500
13	\$54,500	\$55,000	\$55,500	\$58,700	\$60,200
14	\$56,000	\$56,500	\$57,000	\$60,700	\$62,200
15	\$57,500	\$58,000	\$58,500	\$62,700	\$64,200
16	\$59,000	\$59,500	\$60,000	\$65,200	\$67,000
17	\$60,000	\$60,500	\$61,500	\$67,500	\$69,500
18	\$61,000	\$61,500	\$63,000	\$69,200	\$71,000

SCHOOL BOARD POSITION

The School Board proposes to maintain the current schedule for the next three years. Employees who are still on step will advance one step each year. Teachers who are at the top step, or beyond, will receive an increase of 2.5% each year. The Board states that its proposal will cost \$120,335 in the first year, \$131,553 in the second year and \$136,054 in the third year for this three-year successor agreement.² The Board states that its proposal is higher than the cost of living for

² The Association calculations put the District cost at \$122,018, for the first year, \$133,277 for the second year and \$135,264 for the third year.

the region, and the cost-of-living increase recently provided for social security recipients, and is more affordable than the Association's proposal.

The Board states that it is important to reach a three-year agreement that is affordable and one that the District voters will approve. The Board states that although the District voters have, in the past, supported prior teacher agreements, those agreement have been modest and not in the range as proposed by the Association. Specifically, the Board states that the prior one-year contract was at a cost of \$114,384, and that each year of its proposed salary increase costs more than the prior one-year agreement.

The Board states that for 2016-2017, budget increases were less than 2%, the budget for 2018 was an actual decrease of \$170,000, in 2019 the District faced a deficit, and in 2020 the District voters cut the school budget by over \$400,000. The Board states that it also is faced with increased amounts for teacher retirement contributions from a rate of 17.8% to 21.2%, and that increase must be considered when considering future salary increases. In addition, the Board states that at the present time the District pays 85% of employee health insurance, and has not sought to increase teachers' contribution over this successor Agreement.

The Board states that although the salary schedule is lower than other Districts in the region, the District does not have the same commercial tax base as in these other communities. The District maintains that a significant factor in State funding is student enrollment, with State funding being allocated based on the number of enrolled students. The District contends

that the school enrollment has decreased over the years from 885 students in 2010-2011 to its current enrollment of 592. The District argues that when comparing school districts with similar enrollment numbers the salary schedule for teachers is competitive. Moreover, the Board states that even with declining enrollment, the Board has sought to keep small class sizes.

The District also disputes the Association's contention that teachers have left the District because of low salaries. The Board states that many teachers have retired or moved out of the area, and it only knows of three teachers who left to take position that paid higher salaries.

ASSOCIATION POSITION

The Association also proposes a three-year successor agreement. The Association proposes increases to the schedule over the three years. For the first year, the BA Base would be increased by \$500.00 to \$37,500, in the second year the BA Base would increase by an additional \$500.00 to \$38,000, and in the third year the BA base would increase by an additional \$500.00 to 38,500. In addition, over the three-year period the Association proposes increases in the dollar amount of certain steps, and also increases in the amount for lane movement (i.e., when teachers move across the columns of the schedule after attaining additional education). The Association maintains that the new money costs of its proposal for the three years is \$143,439 for the first year, \$152,750 for the second year and \$151,805 for the third year.³

³ The Association lowered the cost of the proposal that it made in mediation.

The Association points to salary schedules in the area and throughout the State to demonstrate that the salary schedule for W&L teachers is considerably lower than salary schedules for teachers in the region, and also for like size school districts in the State. The Association maintains that the current one-year agreement, which provided for steps and an increase for those off the schedule, made no increase to the schedule resulting in the W&L salary schedule falling even further behind when compared to other school districts. The Association contends that not increasing or modifying the salary for three more years, as proposed by the Board, would place the W&L salary schedule even further behind, and make it even more difficult in future years to hire new teachers.

The Association states that teachers leaving the District is a real concern, and would be alleviated if the salary schedule was more competitive with other districts in the region, especially at the entry and mid-level steps. Moreover, the Association states that the fact that the salary schedule for W+L is lower than schedules for other districts means that over the years, teachers who stay in the District earn considerably less over their careers than teachers teaching in other New Hampshire School Districts.

The Association maintains that the District has a history of supporting agreements reached by the District and the Association, and points to a number of past agreements that have been passed by District's voters, that called for more money than has been proposed by the Association for this successor Agreement.

Discussion

Determining the "appropriate" salary increase is not an exact science. In general, fact finders consider the

cost of living, wages and benefits of comparable employees, the ability of the employer (or citizens) to pay for an increase in wages, the bargaining history of the parties and recent contract settlements. The issue, then, is what is the appropriate increase, if any, to the existing wage schedule. It is necessary to recommend an increase that, while considering the existing wage levels, also reflects the present financial circumstances of the community, the wage increases that have been agreed to in surrounding communities, and the cost of living.

The Wilton-Lyndeborough Cooperative School District enrolls students from the towns of Wilton and Lyndeborough. It is comprised of three schools: Florence Rideout Elementary School, Lyndeborough Central School, and Wilton-Lyndeborough Cooperative Middle-High School.

Comparability

The parties disagree as to what school districts are comparable and should be reviewed for purposes of comparing salary schedules. The Board focuses on the student enrollment of the District, whereas the Association considers Districts in the geographic region. The District's list of comparables has Districts that are considerably distant from Wilton-Lyndeborough; all but one is well north of Concord, and two of them border the Canadian border (Colebrook and Pittsfield). The economic and geographical distance makes it difficult to consider them as appropriate districts to consider as comparable. Hinsdale, one of the districts selected by the District, is appropriate, as it is in the overall geographic region, and has student enrollment similar to W+L. The Association primary list of comparables is based on the geographic region, but a number of these districts like Nashua, are

not really comparable in terms of size and enrollment.

I believe that the most appropriate benchmarks to consider are the school districts that are close in proximity to Wilton-Lyndeborough, as this is the same labor market, and share many of the same attributes, of being semi-rural districts, without large commercial areas. I have also not included those communities that are considerably wealthier, as measured by per capita income. Although there are always differences between the districts, and each district has its own unique bargaining history, the following school districts provide an appropriate benchmark to consider for purposes of this proceeding.

District	Per-Capita Income
Hinsdale	\$29,073.00
Con Val	
Antrim	\$29,870.00
Greenfield	\$30,493.00
Bennington	\$31,388.00
Temple	\$39,037.00
Dublin	\$40,083.00
Sharon	\$41,833.00
Francistown	\$47,627.00
Hancock	\$48,617.00
Peterborough	\$55,276.00
Mascenic	
New Ipswich	\$36,969.00
Milford	\$37,438.00
Wilton	\$42,008.00
New Boston	\$42,437.00
Mt. Vernon	\$44,911.00
Lyndeborough	\$45,137.00

A review of different steps of the salary schedules for these districts is as follows:

District	BA Base	BA Step 10	BA Step 15	MA Base	MA Step 10	MA Step 15
Hinsdale						
Con Val	\$40,000	\$49,000	\$54,500	\$45,000	\$54,000	\$59,500
Mascenic	\$40,180	\$53,349	\$60,512	\$42,732	\$58,752	\$67,657
Milford	\$43,000	\$53,000	\$60,000	\$45,500	\$55,000	\$62,500
New Boston	\$39,752	\$51,860	\$56,678	\$45,745	\$59,687	\$69,194
Mt. Vernon	\$39,775	\$56,550	\$66,340	\$43,402	\$60,205	\$70,034
W & L	\$37,000	\$50,000	\$57,500	\$40,000	\$54,000	\$62,700

The facts show that the salary schedule for Wilton-Lyndeborough lags at the early steps and also the mid-range steps. There was no increase to the schedule for the current school year. The facts shows that other school districts are making increases to their salary schedule. To make no increase or modifications to the schedule, as proposed by the Board, for an additional three years, would mean that the schedule will not increase for four years. I believe that this will have a long-term detrimental impact for the District and the teachers; the starting rate would be the lowest in the region, and no doubt over the three-year period of time the schedule would fall even further behind districts in the region, resulting in the difficulty to hire new teachers. Thus, I cannot recommend the Board's salary proposal.

The changes made by the Association to improve the schedule are reasonable, and should be adopted with the following changes. Specifically, to make it more affordable the District's proposal for the first year with teachers receiving a step and those teachers off the schedule receiving a 2.5% pay increase should be adopted for the first year of the Agreement. For the second year of the Agreement, what is now the Association proposal for the

first year should be adopted and implemented in the second year. For the third year of the Agreement what is now the Association's salary proposal for the second year should be adopted for the third year of this successor Agreement.

RECOMMENDATION - SALARY INCREASES

Based on the facts submitted by the Employer and the Association in this proceeding, the parties should agree to a three-year agreement with the following wage increases:

1. First Year, the parties should agree to the Board's proposal for the first year. Eligible teachers receive step increases and those off-schedule receive a 2.5% increase.
2. Second Year, the parties should agree to the Association's first year proposal i.e., an increase in the BA base and MA base by \$500 to 37,500, and \$40,500 its proposal to increase the amount for lane movement, and also the increase for certain steps on this revised schedule. Eligible teachers receive step increases and those off-schedule receive a 2.5% increase.
3. Third Year, the parties should agree to the Association's proposal for second year i.e., an increase in the BA base and MA base by \$500 to 38,000, and \$41,000, and its proposal to increase the amount for lane movement, and also the increase for certain steps on this revised schedule. Eligible teachers receive step increases and those off-schedule receive a 2.5% increase.

2. Savings Clause

The issue in dispute is over the time period that must be provided by teachers who resign their positions with the District. The current language reads:

Except in case of an emergency or as otherwise provided by law, or when a Teacher must relocate in excess of fifty miles from the District, Teachers shall be expected to give 30-day notice of their intent to resign. It is the intent of the parties that emergency be defined as including a physical or emotional crisis of the Teacher or the immediate family of the Teacher where reemployment is not contemplated or undertaken.

BOARD POSITION

The Board proposes to modify the current provision to read as follows:

Except in case of an emergency or as otherwise provided by law, or when a Teacher must relocate in excess of fifty miles from the District, Teachers shall be expected to give 30-day notice of their intent to resign, **if notice is given between October 1 and July 31. Employees giving notice to resign August 1 through September 30 will give a 60-day notice and may be released earlier upon finding a suitable replacement.** It is the intent of the parties that emergency be defined as including a physical or emotional crisis of the Teacher or the immediate family of the Teacher where reemployment is not contemplated or undertaken.

The Board maintains that it has an issue with teachers leaving right before the school year or soon after the school year starts. The Board states that when teachers leave during this time period it is difficult to hire replacements as the teaching pool is greatly diminished as the majority of teachers in the job market have already found jobs, and the District must then hire whoever is

available to fill the need. The Board states that this is a real issue for the District, as over the past five years eleven staff members have resigned or sought to resign in July and August. The Board contends that by adopting its proposal it would discourage teachers from leaving their positions during this difficult period of hiring new teachers.

The Board states that it modified its proposal in mediation to apply the 60-day notice period to only those holding positions in science, math, and early education. The Board states that these positions are very difficult to hire, and even more so close to when the school year begins. The Board states that it is still willing to accept this compromise, which it made in mediation.

ASSOCIATION POSITION

The Association is opposed to the Board's proposal. The Association maintains that the Board proposal is not justified. The Association states that, in fact, the Board has not hired many teachers after August, thus there is no need for the Board's proposal, nor has the Board cited any instances in which the District was forced to start the year with a substitute teacher. The Association states that the current thirty-day notice period is sufficient, and it is doubtful that doubling the notice period to sixty days would deter employees from leaving the District. The Association contends that if the Board really wants to improve its retention and discourage teachers from leaving it should improve the existing salary schedule for bargaining unit members.

Discussion

At this time, I cannot recommend that the Board's proposal be adopted. At the current time the parties have a

thirty-day notice period. There is no suggestion that this current notice time is out of the norm with respect to other school districts. Moreover, I do not know of contract provisions that would treat teachers differently based on the subjects that they teach. Accordingly, there is insufficient justification to modify the current provision.

RECOMMENDATION - NOTICE PROVISION

The Board's proposal to modify the current provision is not recommended.

Conclusion

I have no illusions that the preceding recommendations are perfect. I have attempted to balance the interests of the teachers, the School District, and the citizens who live in the Towns that compose the SAU. I hope that these recommendations are helpful to the parties in reaching a successor agreement.

Respectfully submitted,



Gary D. Altman

Brookline, Massachusetts
January 25, 2021