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**IN THE MATTER OF FACT FINDING BETWEEN:**

The School Boards for Cabot and Twinfield and  
The Washington Northeast Supervisory Union

&

Twinfield Education Association and the  
Cabot Teachers Association  
(Teachers Bargaining Unit)

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**FACT FINDER'S REPORT AND RECOMMENDATIONS**

**Introduction**

The School Boards for Twinfield, Cabot, and Northeast Supervisory Union ("District" or "Employer") and the Twinfield Education Association and Cabot Teachers ("Association") have been negotiating over the terms of a successor collective bargaining agreement to the one that expired on June 30, 2014. By agreement of the parties, Gary D. Altman, the undersigned fact finder, was first selected to serve as the mediator. A mediation session was held on May 30, 2014. Although the parties reached a number of tentative agreements, they were unable to reach an overall agreement at the mediation session. The parties agreed that I would serve as the Fact Finder for the unresolved issues. The parties also agreed to waive a hearing, and instead, submit written arguments and documentation in support of their respective positions. The Association was represented by Stuart Russo-Savage, UniServ Director, Vermont NEA. The Districts were represented by J. Scott Cameron, Esq.

The parties brought the following issues to fact finding:

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3. Special Education Teachers/Transition	page 8

**Analysis and Recommendations**

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 benefits and conditions of employment exist in other Vermont 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. Section 14.2 - SCHOOL YEAR**

Section 14.2 in the Twinfield Agreement reads as follows:

Teachers will be compensated at a per diem rate of (1/185 of their annual salary) for his/her

participation in work initiated or required by the administration, or for which a teacher is approved by the administration with prior written approval, and which is done outside of time provided in this contract. This includes but is not limited to the following: committees, service projects, summer work, Standards-Based Report Cards, curriculum development, tutoring, student services. This excludes any coursework, workshops, or any other training which qualifies for reimbursement.

#### ASSOCIATION POSITION

The Association proposes that the language of Section 14.2, which now only applies to Twinfield teachers, should also apply to teachers working in Cabot and in the Supervisory Union. The Association states that the Administration must approve any such additional work. The Association states that there is no good reason that this language should not apply for all teachers.

#### SCHOOL BOARD POSITION

The School Board opposes the Association's position, and would retain the status quo.

#### **Discussion**

There is no good reason that the same language should include all teachers, those working in Cabot and those in Twinfield. Specifically, it must be remembered that the approval and decision whether such additional work shall be performed is up to the Administration. Thus, the Administration has ultimate authority whether such additional work will be performed.

#### **Recommendation - Section 14.2 - SCHOOL YEAR**

The Association's proposal is recommended. This provision should not be retroactive but should be put into place on the date of execution of this new Agreement.

## **2. Salary Increases**

Cabot and Twinfield both have separate salary schedules. Both schedules have six educational columns. The minimum salary for Cabot is \$37,872 and for Twinfield the minimum salary is \$40,063. Twinfield employs 47.10 FTE and Cabot employees 23.90 FTE. The masters' salary rate for Cabot is \$41,280 and for Twinfield the rate is \$43,668. The maximum salary rate in the current schedules is at the MA+30 at step 37; for Cabot the salary is \$66,277, and for Twinfield the salary rate is \$70,110. The most recent agreement was for a one-year term (2013-2014), Cabot received a new money increase of 3.3% and Twinfield received 2.9% new money.

### **ASSOCIATION POSITION**

The Association proposes a two-year agreement (2014-2015 and 2015-2016). The Association proposes a new money increase of 4.75% for Cabot teachers for each year, and proposes a 4.25% new money increase each year for Twinfield teachers.

The Association states that over the past two agreements the parties have attempted to equalize the salary rates between Twinfield and Cabot, and as a result, both parties agreed that Cabot teachers should receive higher increases. The Association states that its proposal would continue the trend so as to lower the gap in salaries between the two school districts in the SAU. The Association maintains that its salary proposal reflects recent increases that have been agreed upon in the local region. Specifically, the Association states that for 2014-2015 the average settlement in Central Vermont has been a 3.91% increase, and a 3.78% increase for 2015-2016 school year. The Association maintains that its current wage

proposal would allow the Districts to retain their current status in comparison to the surrounding school districts, and that it is in-line with the wage adjustments that have been agreed to by School Districts in the region, and should be recommended. The Association further states that recent legislation required teachers to increase their contribution into the teacher retirement system.

The Association further states that the Districts in the SAU have the ability to pay the increases proposed by the Association. The Association states that the unemployment rate, per capita income, and average yearly wages show that the communities are in better fiscal shape than many other communities in the region. The Association further contends that the unemployment rate for the communities has actually decreased over the past year, that Vermont and the local region are now seeing economic growth, and an increase in employment, and the local economy continues to improve.

#### SCHOOL BOARD PROPOSAL

The School Districts also proposes a two-year agreement (2014-2016). The Districts propose a 2.5% new money increase each year for Twinfield teachers, and a 2.8% new money increase for each of two years for Cabot teachers.

The School District maintains that its proposed salary increase for this two-year agreement is reasonable and affordable. The Districts state that there has been declining enrollment of students in the schools, which reflects the lag in overall population growth in the State and local region, and this means that fewer citizens are paying the costs of the local schools. The Employer states that this results in difficulty passing school budgets.

Moreover, the Employer states that the average annual wages for residents in the Towns in the SAU lag behind the average for Vermont. Cabot's average annual wage is \$38,010, Plainfield's is \$34,571, and Marshfield's is \$32,916 and that these wages are considerably below the State average wage of \$40,284, and County rate of \$44,190. The Employer further points to the number of free and reduced lunches for Twinfield (34%) and Cabot (43%) to demonstrate that the communities do not have the financial ability to pay the large wage increases proposed by the Association.

### **Discussion**

The parties, over the last two contract negotiations, have made significant effort to merge the prior separate agreements that once existed for the Twinfield and Cabot School Districts, into one unified contract. In prior negotiations the parties agreed to have the same number of teaching days and provide the same level of health insurance benefits. In this present round of negotiations the parties have again sought to agree on contract language that would provide the same working conditions and benefits. In particular, the parties, in their direct negotiations, agreed to language on the workday and early retirement, among other items. The significant issue that remains is the appropriate salary increases for a two-year period.

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 wage 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.

Submitted into evidence were recent wage settlements made with teachers and school districts in the region for the time period that is under consideration in this proceeding. The settlements are as follows:

	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2016</u>
Orange North	3.75% New Money	3.80% New Money	3.85% New Money
Orange East	3.79% New Money	3.22% New Money	2.57% New Money
Orange SW	3.50% New Money	3.80% New Money	3.85% New Money
Orleans SW.	4.25% New Money (average)		
Washington Central	3.5% New Money	3.5% New Money	
Washington South	4.39% New Money	3.91% New Money	
Washington West	3.8% New Money		
Harwood	3.50% New Money		
Windsor NW	3.17% New Money		
Montpelier	3% New Money		
Barre	3% New Money		

Based on the facts it must be concluded that the Districts' proposal of 2.5% for Twinfield and 2.8% for Cabot for each year is lower than has been agreed in other school districts in the region. Similarly, the Association's two-year wage proposal of 4.75% each year for Cabot and 4.25% each year for Twinfield is considerably higher than agreed to in surrounding school districts. Moreover, in some other settlements, parties have agreed to

shift additional health care costs to employees, which is not the case in this round of contract negotiations for Cabot and Twinfield. For example, in Orange North teachers agreed to change from a 13% contribution to 19%, over the three-year period, and Northfield teachers agreed to pay an additional 1% (total of 15%) towards the insurance premiums in the third year of their agreement.

It is reasonable and appropriate that modest pay increases be provided, that reflect the overall pattern of wage settlements that have occurred in the local region. Moreover, the parties should also continue their recent practice of providing higher increases for teachers in Cabot School District, who are paid lower than their colleagues in Twinfield.

**RECOMMENDATION - SALARY INCREASES AND DURATION**

The parties should agree to a two-year agreement. Based on the totality of facts, the recommended salary increases for the 2014-2015 school year should be a 3.5% new money increase for Twinfield teachers, and a 3.8% new money increase for Cabot teachers. For the 2015-2016 school year there should be a 3.85% new money increase for Twinfield teachers and a 4.15% new money increase for Cabot teachers.

**3. Special Education Teachers/Transition**

At the present time special education professionals are employees of the Cabot and Twinfield School Districts, and, as such, their working conditions are subject to the labor Agreements of their respective school districts. Vermont Law, Act 153 now requires that all special education professional staff be employees of the Supervisory Union. Thus it is necessary to negotiate the



terms and conditions of employment as these professionals become employees of the SAU. In the present case, the parties have negotiated, and reached agreement over many of these working conditions for transitioning these special education employees to be employees of the Supervisory Union. Two provisions remain unresolved.

#### SCHOOL BOARD POSITION

The School Board proposes:

1. WNESU agrees to maintain the current school assignments for the majority of each current employee's time and reserves the right to do temporary or long term reassignments to the other school for evaluations, services or consultation, up to eight (8) hours per week, based on identified student need. This shall not be interpreted to negate the lawful authority of a Board to reduce professional staff consistent with the provisions of Article 21, or to interfere with the right of the administration to hire and assign new hires (i.e., professional special education staff hired by WNESU to start work on or after July 1, 2014) to work as needed within the WNESU.

2. Placement on the salary schedule will continue to be based on the salary scales for Twinfield and Cabot as agreed upon in the Collective Bargaining Agreement (CBA) for July 1, 2014-June 30, 2016, based on each employee's current school assignment and current placement on the scale. Employees who have earned credits to move columns will be moved to the next column as outlined in the CBA. All new hires (i.e., professional special education staff hired by WNESU to start work on or after July 1, 2014) will be placed on the Twinfield/WNESU salary schedule and may be assigned as needed within the WNESU.

The School Board states that under its proposal, even though special educators will be employees of the Supervisory Union, those employees hired prior to 2014 will continue to be paid based on the salary schedule of their

current District, and will continue with their current schedules and current assignments. The Board proposes language that should also be added to address a reduction in force. The Board states that such language would clarify what would occur should it be necessary to reduce the number of special educators.

In addition, the Board states that it is willing to pay new hires the salary levels of the Twinfield salary schedule, (the higher schedule) as this, in the future, will be the unified schedule for all employees of the two School Districts. The Board states that it also wants language that would clarify the SAU's ability to use new special educators within the entire SAU, and not just one School District. The Employer maintains that the SAU should no longer be restricted to using such employees only in one School District. The Employer maintains that this was the intent of the new law, and that the Supervisory Union would have the flexibility to use such employees as needed, and not be restricted to working in only one School District.

#### ASSOCIATION POSITION

The Association proposes the following on the unresolved issues:

1. WNESU agrees to maintain the current school assignments for the majority of each employee's time and reserves the right to do temporary or long-term reassignments to the other school for evaluations, services or consultation, up to eight (8) hours per week, based on identified student need.
2. Placement on the salary scale will continue to be based on the salary scales for Twinfield and Cabot as agreed upon in the Collective Bargaining Agreement (CBA) for July 1, 2014 - June 30, 2016, based on each current employee's current (2013-2014) school assignment and current placement on the scale.

Employees who have earned credits to move columns would be moved to the next column as outlined in the CBA. All new hires (hired to start work after July 1, 2014) will be placed on the Twinfield pay scale.

The Association states that its proposal would ensure that no special education employees would have a reduction in salary or benefits once they become employees of the Supervisory Union. The Association further maintains that under its proposal, the Supervisory Union would under certain circumstances, have discretion to assign special education employees working in the other School District. The Association states that its proposed language would grant the Supervisory Union greater flexibility in making assignments in an equitable manner.

#### **Discussion**

The parties have addressed and agreed upon a number of subjects necessitated by Act 35, which makes special education professionals employees of the SAU, instead of employees of the individual school districts. There are two remaining provisions that have not been resolved. A review of the respective proposals shows that the parties are very close to agreement on these two areas.

The Board has agreed with the Association's proposal on the assignments of special educators in the respective school districts. The Employer also proposes to add reduction in force language should it be necessary for a reduction in force. The Board's proposed language would ensure that should there be a reduction in force, that Article 21 of the Agreement would apply to such situations. This is the reduction in force language that now exists in their agreement. The Board's proposal is reasonable and should be adopted.

With respect to the second paragraph addressing salary placement, again, the parties are in substantial agreement. Both parties agree that new special educators would be placed on the Twinfield salary schedule, which is higher than the Cabot schedule. This is certainly consistent with the overall goal of eventually having one salary schedule. The Board's proposed language also would ensure that new hires could then be assigned to work based on the need of the SAU, and would not be restricted to working in just one school district. The Board's proposal is reasonable and is consistent with the intent of Act 153, which is to have special educators be employees of the SAU, and assigned within the SAU, and that employees would no longer be employees of individual school districts, and thus limited to assignments only in one school district.

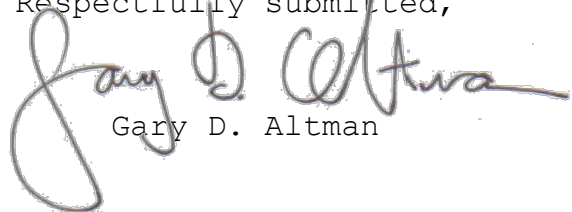
**Recommendation - Special Education Teachers/Transition**

The Board's two proposals with respect to the transition of special educators to be employees of the SAU should be adopted in their entirety by the parties.

**Conclusion**

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

Respectfully submitted,



Gary D. Altman

Brookline, Massachusetts  
October 14, 2014