



## **RESOLUTION**

**TO VOTE TO REJECT THE FACT FINDER'S RECOMMENDATIONS RELATIVE TO  
A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE NASHUA BOARD OF  
EDUCATION AND THE NASHUA TEACHERS UNION (UNIT "B" –  
PARAPROFESSIONALS)  
LOCAL UNION NO. 1044**

### ***CITY OF NASHUA***

*In the Year Two Thousand and Six*

***RESOLVED*** by the Board of Aldermen of the City of Nashua

To vote to reject the attached fact finder's recommendations relative to a collective bargaining agreement between the Nashua Board of Education and the Nashua Teachers Union (Unit "B" – Paraprofessionals) Local Union No. 1044.

**LEGISLATIVE YEAR 2006**

**RESOLUTION:** R-2006-60

**PURPOSE:** To vote to accept or vote to reject the fact finder's recommendations relative to a collective bargaining agreement between the Nashua Board of Education and the Nashua Teachers Union (Unit "B" – Paraprofessionals) Local Union No. 1044

**SPONSOR(S):** Alderman-at-Large David Rootovich

**COMMITTEE  
ASSIGNMENT:**

**FISCAL NOTE:** The Financial Services Department is preparing a cost analysis of the fact finder's recommendations to be provided forthwith.

---

**ANALYSIS**

This resolution requires the Board of Aldermen to vote to accept or vote to reject the attached fact finder's recommendations relative to a collective bargaining agreement between the Nashua Board of Education and the Nashua Teachers Union (Unit "B" – Paraprofessionals) Local Union No. 1044.

Pursuant to NH RSA 273-A:12, II, the full membership of the union and the board of the public employer has to vote to accept or vote to reject the fact finder's recommendations. The Nashua Board of Education rejected the recommendations.

Under NH RSA 273-A:12, III (b), the next step is for the fact finder's recommendations to be submitted to the legislative body, who shall vote to accept or vote to reject the recommendations. The legislative body must accept or reject the fact finder's recommendations as one package. That is the purpose of this legislation.

The board of aldermen must vote to accept or vote to reject the fact finder's recommendations within thirty days of receipt. NH RSA 273-A:12, III (b).

The Financial Services Department is preparing a cost analysis of the fact finder's recommendations to be provided forthwith.

---

**Approved as to form:** Office of Corporation Counsel

**By:** 

**Date:** May 9, 2006

## FACT-FINDING REPORT AND RECOMMENDATIONS

NASHUA BOARD OF EDUCATION

and

NASHUA TEACHERS UNION (Unit "B" - Paraprofessionals)  
Local Union No. 1044

*New Hampshire Public Employee Labor Relations Board Case No. E-0001-7*

Before

Elizabeth Neumeier  
Fact Finder

Representing:

The Union: Teresa D. Donovan, Esq.  
Director of Collective Bargaining and Field Services, AFT-NH

The Employer: William R. Wardwell, Esq.  
Labor Relations Specialist, Devine Millmet

Fact-Finding Hearing Held: January 30, 2006

Report and Recommendations Issued: March 21, 2006

## Introduction

The Nashua Board of Education ("Board") and the Nashua Teachers Union (Unit "B" - Paraprofessionals), Local Union No. 1044 ("Union") are parties to a collective bargaining agreement effective September 1, 2002 through August 31, 2005, which by agreement continues to govern their relationship until a successor agreement is concluded.

In the previous round of negotiations, the parties agreed to analyze and compare salary and benefits for Paraprofessionals with information from other school districts. The parties subsequently agreed to substantial raises in the wage schedules and to streamline job classifications. These changes are reflected in the Addendum to the collective bargaining agreement signed on April 15, 2004.

Negotiations for a successor agreement commenced on March 8, 2005, when the parties established Ground Rules. Those Ground Rules covered team authority, meeting times, the frequency of meetings, proposals and counter proposals, caucuses, communications, negotiating team, observers and resource persons, scheduling and agenda, copies, rules, closed sessions, public statements, and impasse procedures. (Board Exhibit 1.)

In accordance with the agreed-upon Ground Rules the parties met for negotiations on March 30, April 21, May 12, June 9, and September 13, 2005. At the May 12 session the Board replied to the Union's March 30 proposals and presented its initial costing of those proposals, estimated to be \$2,637,00 or a 51% increase over the current contract. (Board Exhibit 6.)

Direct negotiations being unsuccessful, an impasse was declared by the Union and a Notice of Mediation was filed with the New Hampshire PELRB on June 10, 2005. (Board Exhibit 6.) The parties agreed to use, as a mediator, a Commissioner from the Federal Mediation and Conciliation Service.

A mediation session was held on September 28, 2005, at which a tentative agreement was reached only on a few issues. On October 11, 2005, the Union filed a Request for Appointment of a Fact-Finder with the New Hampshire PELRB. (Board Exhibit 6.) The undersigned was notified of her appointment, by mutual agreement of the parties, as fact finder by the New Hampshire PELRB by letter dated November 21, 2005.

A fact-finding hearing was held on January 30, 2006. The parties mutually agreed that this report should be delivered on March 22, 2006.

### **The City of Nashua and School Board of Education**

In 2004, according to the OEP, Nashua's population was estimated to be 88,297, making it the second largest city in New Hampshire, with the larger Manchester having an estimated population of 109,761. (Union Exhibit 4, Appendix D-1.) Nashua operated 12 elementary schools (total enrollment 7027), four middle/junior high schools (total enrollment 3249), and two high schools (total enrollment 3081), for a total enrollment of 13,357. (Board Exhibit 26.) As of October 1, 2005, total enrollment was 13,090 students, making it the second largest district in New Hampshire to Manchester, which has 17,737 students. (Union Exhibit 3, Appendices C-1 and C-2.)

Like other New Hampshire cities and towns, Nashua's schools are funded largely through property taxes. Nashua's Town Valuation, \$9,152,228,735, is the highest in the state, with Manchester second at \$5,342,561,400 and Concord third at \$3,725,790,852. (Union Exhibit 3, Appendix C-3.)

The city charter provides:

**§56-g. Approval of salaries and collective bargaining agreements of the Nashua School District.**

The mayor and board of aldermen shall approve the cost of all salaries and collective bargaining agreements approved by the Nashua Board of Education before the same shall become effective and binding upon the school district or the city. (Rev. of 11-2-93)  
(Board Exhibit 11.)

Thus, after the Board negotiating team reaches a tentative agreement with the Union and the Board ratifies it, the Board of Aldermen must approve funding.

### Nashua's Financial Status and Budgeting

In his February 2005 State of the City Address, the Mayor described the city as "financially sound," with healthy cash reserves and excellent Double A 2 and Double A Plus ratings from Moody's and Standard and Poor's. In four (4) areas, a growing tax base, above-average wealth and income levels, a healthy financial position and manageable debt, the city scored very well. (Union Exhibit 4, Appendix D-2, page 5.)

On February 2, 2005, the Board passed a Fiscal Year 2006 school budget of \$86,277,870, which was \$1.2 million less than the budget recommended by the Superintendents. (Board Exhibit 7.)

On February 22, 2005, the Mayor recommended a city operating budget of \$224.8 million for FY06 and predicted a tax increase of 5%. (Board Exhibit 15.)

In March 2005, the tax-rate forecast worsened, due to higher health insurance costs, uncertainties about education funding from the state, and the loss of a valuable commercial trash hauler to the city landfill, leading to a shortfall of \$11 million. The worst-case scenario would lead to an 11% tax rate increase. (Board Exhibits 12 and 13.)

The Mayor submitted a revised budget reducing all departments by 1%, that reduced the school district budget by \$859,478, removed the \$297,204 allowance for salary increases in FY06 and cut \$200,000 from the capital improvement budget. (Board Exhibit 16.)

In May 2005, the Board considered further cuts to meet the Mayor's 1% proposed reduction. (Board Exhibit 17.) In September 2005, the Board of Aldermen passed a budget requiring an additional \$700,000 in school budget cuts. (Board Exhibit 18.) The Board's resulting budget contains these elements:

#### FY 2006 Status

- Overall budget increase of 2.5%
- 54 Existing positions eliminated
- No salary increase budgeted for open contracts or non-affiliated staff\*
- Over \$500,000 cut in curriculum, computer and major repairs
- 11% Increase in electricity; 45% increase in natural gas
- 15% Increase in SPED out-of-district placements
- Capital improvements appropriation cut from \$600,000 annually to \$400,000 [Board Exhibit 19.]

\*Arbitrator's note: There are approximately 90 employees in the nonaffiliated staff category.

For FY07, the Mayor presented the following:

FY 2007 Considerations

- From the Mayor's Office (October 2005)
  - City Reserves used to minimize tax increases dwindling
  - The overall City budget may be level funded
  - There may be no budget for salary increases for the second consecutive year
  
- From the Mayor's Office (December 2005)
  - Cut the budget by 5%
  - Any salary increases must be included within the 5% reduction [Board Exhibit 23.]

On January 9, 2006, the Mayor spoke to the Board and reviewed the following budget strategy:

Most difficult budget year yet  
If level budget, there will be a double-digit tax increase.  
5% reduction in contingency for 06-07 budget for negotiations  
Will not submit budget to the Aldermen higher than a 5% reduction  
Union contracts, Health care, Pension Plan are driving up costs by \$6 million  
A 5% reduction in budget will result in a 5% tax increase [Board Exhibit 24.]

### The Bargaining Unit

The bargaining unit, Nashua Teacher's Union (Unit "B"), was originally certified to include

all clerical, health, instructional and library aides and all school nurses employed in the Nashua School Department who are employed for 20 or more hours weekly. [Union Exhibit 2, Appendix B-1.]

The nurses were removed from the bargaining unit in 1990 and placed in the teachers' unit.

As of September 23, 2005, there were 381 bargaining unit positions:

- 260 instructional Paraprofessionals;
- 103 sped/district-wide program Paraprofessionals; and
- 18 technical Paraprofessionals.

These numbers include 26 Paraprofessionals who work fewer than twenty (20) hours per week and who are included in the costing data. (Union Exhibit 2, Appendix B-3.)

### **Other District Bargaining Units and Employees**

The Nashua Board of Education is responsible for collective bargaining with the following:

- Teachers, Nashua Teachers' Union, Local 1044 (Unit "A") - collective bargaining agreement will expire on August 31, 2006. [Joint Exhibit #2.]
- Secretaries, Nashua Teachers' Union, Local 1044 (Unit "C") - collective bargaining agreement expired on June 30, 2005, negotiations are at impasse and awaiting fact finding. [Joint Exhibit #3.]
- Food Service Workers, Nashua Teachers' Union, Local 1044 (Unit "D") - collective bargaining agreement expires August 31, 2007. [Joint Exhibit #4.]
- Custodians, AFSCME, Local 365/Council 93 - collective bargaining agreement expires June 30, 2006. [Joint Exhibit #5.]
- School Principals, National Association of School Principals - collective bargaining agreement expired June 30, 2005. [Joint Exhibit #6.]

The City of Nashua, through its various departments, is responsible for collective bargaining with the following:

- Board of Public Works employees, AFSCME, Local 365 - collective bargaining agreement will expire June 30, 2006. [Joint Exhibit #7.]
- Fire Fighters, International Association of Fire Fighters, Local #789 - collective bargaining agreement will expire June 30, 2006. [Joint Exhibit #8.]
- Police Department Civilian employees, Teamsters, Local 633 - collective bargaining agreement will expire June 30, 2007. [Joint Exhibit #9.]
- Police Supervisors, Nashua Police Supervisors Association - collective bargaining agreement expired June 30, 2005. [Joint Exhibit #10.]
- Police Officers, Nashua Police Patrolman's Association - collective bargaining agreement expired June 30, 2005. [Joint Exhibit #11.]
- Police Department Communications Division employees, Nashua Police Communications Union - collective bargaining agreement expired June 30, 2005. [Joint Exhibit #12.]

- Clerical and Technical employees, U.A.W., Local 2232 - collective bargaining agreement expired June 30, 2005. [Joint Exhibit #13.]
- Professional employees, U.A.W., Local 2232 - collective bargaining agreement expired June 30, 2005. [Joint Exhibit #14.]
- Public Library employees, Nashua Public Library Employees, AFT, FPE Local #4831 - collective bargaining agreement will expire June 30, 2006. [Joint Exhibit #15.]

### Comparable Communities

The Union offered comparative contract data for the following communities, selected because of their geographic proximity and likelihood of a shared labor market or because of similar size and other characteristics:

Amherst  
Brentwood  
Campton  
Concord  
Contoocook  
Dover  
Exeter  
Fremont  
Hampstead  
Henniker  
Hillsboro-Deering  
Hudson P/T\*  
Hudson F/T\*  
Keene  
Laconia  
Londonderry\*  
Manchester\*  
Merrimack\*  
Oyster River  
Pembroke  
Portsmouth  
Raymond  
Rochester  
Salem  
Sanborn  
Seacoast  
Somersworth  
Stratham  
Timberlane  
[Union Exhibit Appendix E-1.]

\*These cities and towns were also included on the Board's comparison of Paraprofessionals' benefits contained in Board Exhibit 22, page 2.

### Issues in Dispute

#### 1. Basic Salary Schedule - Steps - Retroactivity - ARTICLE IV

##### Current Agreement

Article IV, 4:1, Appendices A and B. The current salary structure reflects adjustments made in an April 15, 2004-Addendum to the Collective Bargaining Agreement. (Board Exhibit 2.) Unit employees received increases in the 2002-03 (8.12%), 2003-04 (8.92%) and 2004-05 (8.5%) school years. (Board Exhibit 20.) On a percentage basis those increases exceeded what the teacher, clerical, custodian, food service, principals and nonaffiliated employees received. Wages for this unit had been below those in other districts and were raised to improve retention. Job classifications were also streamlined. Step increases occur every three years, up to the 10<sup>th</sup> year, in which the employee has been in active service for a minimum of 90 days during the previous school year.

In addition, employees who "meet the Paraprofessional educational standards of the No Child Left Behind legislation as written on January 8, 2002" receive a stipend of \$250.

##### Union Proposal and Rationale

In its March 30, 2005-wage proposal the Union seeks to increase the current wage by five percent (5%) in each year of the proposed three-year contract, with no other changes in the salary structure or manner in which employees move across steps.

The Union notes the low actual wages received by this bargaining unit. A five percent (5%) increase for a special education paraprofessional with twenty (20) years of service equals only \$.72 per hour or \$777 per year for a schedule of 1080 hours. A three percent (3%) increase for the same employee equals \$.43 per hour or \$464 per year. Using the Board's costing analysis, a 1% increase in payroll for Paraprofessionals costs a mere \$47,552 per year.

The percentage increases are necessary to begin to close the gap with surrounding districts, when the entire benefit package is considered. For example, Manchester Paraprofessionals receive 3% longevity payments every five years while Nashua Paraprofessionals do not receive longevity pay.

Comparing other Nashua employees, the School Department and City have already approved for these groups percentage pay increases for 2005-06 in excess of what is being offered to the Paraprofessionals:

NTU Food Service: 3% in 2005-06, another 3% in 2006-07

NTU Teachers: at least 3% in 2005-06 for all when calculating step increases

Firefighters: 2.5% plus step increases in 2005  
AFSCME-represented City employees: 4% in 2005  
IBT-represented Police Civilian employees: 3% COLA adjustment for 2005

The Union also proposes to continue the \$250 stipend for Paraprofessionals meeting the No Child Left Behind requirements.

The Union argues that Paraprofessionals are critical to the educational team. Certification is required for these positions and are becoming more stringent under No Child Left Behind. Nevertheless, this bargaining unit it has been treated less favorably than others in many respects.

For these and other economic proposals, the Union argues that Nashua is not a property-poor district. (Union Exhibit 3, Appendix C-3.) The community values education and has the ability to pay for it. It is not reasonable to expect that the District can recruit and retain quality Paraprofessionals within the parameters of the Board's last best offer. The Board's approach is falling into a self-fulfilling prophecy because the Board's negotiating team does not even get to the point of advocating before the Board for what both parties agree with. The Union urges both parties to "step up to the plate" together to let the community and the Board of Aldermen know what is required.

#### Board Proposal and Rationale

The Board proposal would reconfigure the step movements to occur after 0-3, 4-6, 7-10 and 11+ years of credited service starting in 2007. The Board proposes no wage increase in 2005-06, and to freeze step movement that year, and to add 1% to each step, with step movement resumed, in 2006-07 and again in 2007-08. The Union's proposal would cost, including step increases, 7% in year one, 6.64% in year two, and 7.19% in year three, for a total cost of \$361,459. The Board agrees to continue the \$250 stipend for Paraprofessionals meeting the No Child Left Behind requirements.

The Board notes that the Paraprofessionals had the highest contract costs in the District for the 2002-03 (8.12%), 2003-04 (8.92%) and 2004-05 (8.5%) school years when substantial raises and favorable language changes were granted. As the current comparison of Paraprofessional benefits and wages with other school districts shows, the Nashua School District is not in the top range of salary or benefits. When the budget picture was better the Board, with the approval of the Board of Aldermen, was able to do more but with the City in a budgetary spiral there is very little money for the type of increases seen in previous years.

For these and other economic proposals, the Board emphasizes the changes in Nashua's finances since the last round of negotiations and further deterioration since this round of negotiations commenced in March 2005. Energy costs have increased 35% over two years, with natural gas increasing 46% from August to September 2005, and Medicaid funding does not

cover needed SPED, occupational therapy and speech and language services, etc. (Testimony of Business Administrator.) Group health insurance costs increased 15% from FY04 to FY05, and are projected to increase 28.2% from FY05 to FY 06. Adequate Education Grants declined since FY03 by \$6 million as follows:

FY03	\$29,492,240
FY04	\$26,364,405
FY05	\$26,005,807
FY06	\$23,866,124

[Board Exhibit 14.]

The expectation is for level funding in FY07. Thus, cost increases must be borne locally while state aid declined.

Further, according to financial comparisons by the NH Department of Education, Nashua is average in its ability to raise funds via the property tax, as shown in this table:

**State Equalized Property Valuations  
 Per Pupil (2002-2003)**

	<u>Amount</u>	<u>Rank</u>
Portsmouth	1,494,657	1
Salem	813,308	2
Dover	689,371	3
Laconia	642,084	4
<i>State Average</i>	<i>638,182</i>	.
<u>Nashua</u>	<u>610,902</u>	<u>5</u>
Hudson	575,133	6
Merrimack	564,212	7
Concord	547,762	8
Manchester	532,622	9
Londonderry	502,274	10
Keene	451,577	11
Rochester	416,520	12

[Board Exhibit a.]

2. Educational Benefits and Training - ARTICLE IV

A. Education Benefits: Tuition Assistance

Current Agreement

Article IV, 4:6:A. Currently the “District agrees to provide the sum of \$2,000 for the purpose of reimbursement of tuition costs for employees with a regular work schedule of 1080 or more hours per school year” for courses at accredited colleges or universities.

Union Proposal and Rationale

The Union proposes to increase the sum to \$4,000.

The Union contends that this proposal reflects the increased demands of the Federal government in the No Child Left Behind act. For Title I schools, Paraprofessionals were required to obtain an associate degree or be certified by the state. Although this is a 100% increase, the amount of money is small and represents only \$10.49 per member of this 381-employee bargaining unit. Even with this increase, fewer than seven (7) Paraprofessionals would be able to take a \$600 course.

Board Proposal and Rationale

In mediation the Board agreed to this proposal for year two of the contract, with no change in the first year.

B. Education Benefits: District-Sponsored Courses

Current Agreement

Article IV, 4:6, B. The District currently provides \$4,000 per year for costs associated with workshops put on within the School District, with the monies used in the discretion of the Paraprofessional Leadership Committee.

Union Proposal and Rationale

The Union proposes to increase this amount to \$6,000 per year effective September 1, 2005, \$8,000 per year effective September 1, 2006, and \$8,000 per year effective September 1, 2007.

The Union maintains that the best way to deliver the quality programming Paraprofessionals need to remain current on their job responsibilities is through joint efforts and the establishment of a workshop fund. This program would increase current funding from \$10.49 per employee to \$15.74 per employee.

Board Proposal and Rationale

In mediation the Board agreed to increase funding to \$6,000 in year two and to \$8,000 in year three of the contract, with no change in the first year.

**C. Education Benefits: Local, State or Federal Requirements**

Current Agreement

No provision.

Union Proposal and Rationale

The Union proposes a new paragraph E in 4:6 Educational Benefits to read:

- E. In addition to the amounts allocated above, the District shall provide, at no cost to the employee, any and all training required for paraprofessionals to meet local, state, or federal requirements.

As the result of the No Child Left Behind Act, primarily, and state guidelines, employees must enhance their skills and qualifications in order to keep their positions. The Union contends that it is in the best interests of the District to retain quality Paraprofessionals and a significant factor in doing so is providing training to meet new requirements.

Board Proposal and Rationale

The Board's costing analysis does not include this proposed provision.

**3. Severance Pay - ARTICLE IV**

Current Agreement

Article IV, 4:7 The current language provides:

Upon the resignation, retirement or death of an employee in the employ of the Nashua School District who has at least ten (10)

years seniority in the District, the Board shall pay to that employee, or to the employee's estate in the case of death, \$15 for each day of the employee's accumulated sick leave then remaining.

#### Union Proposal and Rationale

The Union proposes to replace the \$15-fixed amount with the following:

... the prevailing per diem rate of pay based on the employee's hours of work per day and based on Step 1 of the employee's pay grade . . .

As justification for this proposal the Union seeks a meaningful severance benefit that acknowledges years of service while providing an incentive to modestly use sick leave. The Union cites clauses in the Collective Bargaining Agreements for other Nashua bargaining units and argues for fair treatment. The Union's proposal mirrors the teacher's contract, except that teachers can be paid for up to 121 days. (Joint Exhibit 2, page 10.) A sample of other contracts show:

- After the (10) years of continuous employment Custodians receive payment for up to 120 days at 50% of the employee's wage rate at the time they retire or resign. (Joint Exhibit 5, page 12.) The Union notes that the current \$15 per day payout for paraprofessionals is less than twenty-five percent (25%) of the average paraprofessional's pay rate.
- Food service employees may accumulate up to 100 sick days and Tier 1 employees receive a severance of \$20 per day. (Joint Exhibit 4, page 13.)
- AFSCME-represented Board of Public Works employees receive their current pay rate for up to 120 days when they resign or retire after five (5) years of service. (Joint Exhibit 7, page 7.)

#### Board Proposal and Rationale

The Board provided no cost estimate for the Union's proposal, but wishes to retain the current contract language.

#### **4. Holiday Pay - ARTICLE IV**

##### Current Agreement

Article IV, 4:8. The current language states:

Paraprofessionals working a regular schedule of 1080 or more hours per school year shall receive Christmas Day, payable at six hours times their regular rate of pay. Effective September 1, 2004, Thanksgiving Day and the day after Thanksgiving will be recognized as paid holidays contingent upon the successful completion of the sidebar agreement regarding the Joint Review and Study Committee. [Joint Exhibit 1, page 10.]

Union Proposal and Rationale

The Union proposes to add the following paid holidays: Columbus Day, Day After Thanksgiving, Thanksgiving Day, New Year's Day and Memorial Day, and to make all holidays payable for the employee's regularly scheduled work day at the employee's regular straight-time rate of pay. Paraprofessionals working fewer than 1080 hours per school year would receive Thanksgiving Day and Christmas Day on the foregoing basis.

The Union complains that Paraprofessionals only receive three (3) paid holidays, which is disgraceful when compared to other School District hourly employees. NTU Clerical (Unit "C") employees receive four (4), for employees working 1080 hours. NTU Food Service Employees (Unit "D") receive four (4), as do AFSCME-represented Custodial part-time employees.

The comparison with other City employees reveals an even greater disparity:

Bargaining Unit	Union	Paid Holidays
Public Works	AFSCME	11-3 for FT employees
Police Civilian Employees	Teamsters	6 for PT 11 for FT
Clerical & Technical	UAW	12
Professional	UAW	12
Library	AFT	12

The Union also finds an inequity when comparing Nashua's Paraprofessionals to those in other school districts. Finally, the Union notes that the cost of one holiday based on a 180-day work year would equal only \$26,418.

Board Proposal and Rationale

The Board estimates that the cost of one additional holiday is \$31,000, making the Union proposal for three additional holidays worth \$93,000. The Board is willing to build in language

from the Addendum regarding current holidays, but is unwilling to add additional holidays.

5. Supplemental Benefits - ARTICLE V

A. Supplemental Benefits: Health Insurance

Current Agreement

Article V, 5:3, Health Benefits. Employees in active employment who work a regular schedule of 1080 or more hours per school year may request an individual, two-person or family plan from among the following:

- (a) Blue Cross/Blue Shield Plan JWM;
- (b) Blue Choice New England Point-of-Service; or,
- (c) A choice of HMO Blue, or Harvard Pilgrim

The Board contributes 50% of the single-person premium for the selected plan.

Union Proposal and Rationale

The Union proposes to change the 50% contribution as follows:

The BOARD shall contribute, 85% of the premium for option (b) or 95% of the premium for option (c), or the same dollar amount which it contributes for option (b) to the premium for option (a).

The Union notes that the current medical insurance benefit has the effect of precluding most Paraprofessionals from accessing insurance. As of September 20 3, 2005, only 68 (17.8%) out of the 381 Paraprofessionals do so. The highest-paid sped paraprofessional choosing the least expensive medical insurance plan would see an annual salary of \$17,227 reduced by \$2685 to \$14,542. A sped professional on the first step would see an annual salary of \$11,858 reduced to \$9,173.40. A paraprofessional choosing a two-person or family plan must make payments directly to the City because the employee's school Department paycheck would more than likely not cover the cost of the premiums.

The disparity in medical insurance benefits given to other school district employees means that improving this benefit for Paraprofessionals will not have the same cost impact as for other employees. The other city employees are also treated more favorably with the UAW-represented clerical and technical part-time employees receiving a prorated benefit.

All twelve (12) of the comparable school districts provide better medical insurance benefits for their Paraprofessionals. (Union Exhibit Appendix E-1.)

Board Proposal and Rationale

The Board proposes to maintain the current contract language. Noting that there is no way to tell how many Paraprofessionals might avail themselves of the proposed benefit, the Board calculated that the 85%/95% benefit would cost an additional \$332,558 for the 69 Paraprofessionals now taking health insurance.

**B. Supplemental Benefits: Group Rates**

Current Agreement

Article V, 5:3, Health Benefits. No provision

Union Proposal and Rationale

The Union proposes to add the following new paragraph:

All other employees of this Bargaining Unit will be accorded the group rates of this Bargaining Unit for their own purchase if allowed by the Carrier and if available through the City of Nashua.

The Union believes this should be in the contract and that the Board should make every effort to have it made available to employees not otherwise eligible for health insurance.

Board Proposal and Rationale

The Board did not associate any cost to this proposal.

**C. Supplemental Benefits: Opt Out Payment of \$1500**

Current Agreement

Article V, 5:3, Health Benefits. No provision

Union Proposal and Rationale

The Union proposes to add the following new paragraph:

An eligible employee opting out of the medical insurance benefit shall receive an annual amount of \$1,500 to be paid on or before June 1<sup>st</sup> of each year.

The Union notes that the District has not been paying anything for health benefits for the 83% of the bargaining unit that does not sign up for benefits. Even at the District's current lowest cost contribution level of \$2685 annually for the HMO the District would contribute less by providing them with a \$1,500 buy out. It would be more meaningful if the District provided an improved medical insurance benefit.

Board Proposal and Rationale

The Board rejects this proposal, noting that for the 345 Paraprofessionals who currently do not take health insurance the buyout would cost \$517,500.

**D. Supplemental Benefits: Deduction From Paycheck**

Current Agreement

Article V, 5:3, Health Benefits. No provision

Union Proposal and Rationale

The Union proposes to add the following paragraph:

The employee's contribution to medical insurance shall be deducted from the employee's paycheck unless the employee arranges for an alternative payment method. In the event the employee's paycheck does not cover the contribution to the medical insurance in a given week, the District shall be entitled to deduct the necessary amount from the employee's subsequent paychecks to cover the shortfall.

This proposal will make it easier for employees to have the contribution to the two-person plan or family plan deducted from the paycheck and it will cover those situations where an employee has a shortened workweek for pay purposes.

Board Proposal and Rationale

The Board rejects this proposal because it is unknown whether the Paraprofessionals will make enough to cover the weekly deduction.

**E. Supplemental Benefits: Dental Insurance**

Current Agreement

Article V, 5:3 . No provision

Union Proposal and Rationale

The Union proposes the following new section:

5.4 Dental Insurance

Effective September 1, 2006, the Board agrees to provide single person dental coverage for employees who work a regular schedule of 1080 or more hours per school year commencing on the first day of the month following the completion of the probationary period. Additional coverage for the two-person or family plans may be purchased by the employee at his/her own expense.

The Union notes that every other school and municipal employee group in Nashua and every paraprofessional group in the comparable cities and towns are provided at least single person dental insurance. (Union Exhibit Appendix C-5 and Appendix E-1.)

Board Proposal and Rationale

The Board rejects this proposal, noting that it is impossible to determine how many Paraprofessionals would take dental coverage.

**F. Supplemental Benefits: Pension**

Current Agreement

Article V. No provision

Union Proposal and Rationale

The Union proposes to add a new section as follows:

5.4 Pension

The parties agree that all provisions of the New Hampshire Retirement System shall be made available to employees working at least thirty (30) hours per week and eligible under the NH Retirement System. Participation in the New Hampshire Retirement system shall become effective on September 1, 2005. Participation in the New Hampshire Retirement System is mandatory upon the first day of employment. Current employees will be unrolled effective September 1, 2005.

The Union notes that currently Paraprofessionals are not provided any sort of pension plan and are not enrolled in the NH Retirement System, which requires both employee and employer contributions. Under New Hampshire retirement laws local school districts can agree to permit instructional Paraprofessionals to participate. Participation would provide the long-term stability for employees and a more secure work force for the employer.

#### Board Proposal and Rationale

The Board rejects this proposal noting that the 351 current Paraprofessionals work more than 30 hours per week and their total payroll is \$4,677,010. The employer's 6.81% contribution rate yields an estimated cost of \$318,504.

### 6. Leaves of Absence - ARTICLE VI

#### A. General Terms, Sick Leave

##### Current Agreement

Article VI, 6:1. The leaves of absence provisions currently are available only to Paraprofessionals who work a regular schedule of 1080 or more hours per school year and who have completed thirty (30) days of employment. Eligible Paraprofessionals are entitled to sick leave of 10 days without loss of pay, which days may be accumulated to a total of 52.

##### Union Proposal and Rationale

The Union proposes to make leaves of absence available to Paraprofessionals as outlined in each provision in Article VI. The Union proposes to change the sick leave provision as follows:

#### 6:1 Sick Leave

1. *Each eligible paraprofessional Paraprofessionals who work a regular schedule of 1080 or more hours per school year, and who have completed thirty (30) days of employment shall be entitled to sick leave of 10 days without loss of pay. Each eligible paraprofessional's sick leave shall be accumulative to a total of ~~52~~ 110 days. Each eligible paraprofessional having worked at least one complete school year in the Nashua School District may maintain sick leave and carry-over their accrued time, should the paraprofessional move from the status of a paraprofessional having worked more than 1080 hours per*

~~previous school year, to a paraprofessional position of less than 1080 hours per school year., then return to a paraprofessional position of more than 1080 hours per school year. Upon returning to a paraprofessional position of more than 1080 hours per school year without a break in service, the paraprofessional may regain the accrued sick leave time which had been earned prior to moving to a paraprofessional position of less than 1080 hours per school year.~~

*All other paraprofessionals who have completed 30 days of employment shall be entitled to sick leave of 5 days without loss of pay up to a maximum accrual of twenty-five (25) days. Each eligible paraprofessional having worked at least one complete school year in the Nashua School District may maintain sick leave and carry-over their accrued time, should the paraprofessional move from the status of a paraprofessional having worked more [sic] less 1080 hours per previous school year, to a paraprofessional position of more than 1080 hours per school year with said days being pro-rated based on hours worked.*

*Paraprofessionals utilizing sick leave on an early release day shall receive the employee's regular rate of pay.*

#### *New Paragraph*

*Employees utilizing three (3) or less sick days in any contract year, shall be entitled to receive three (3) days pay at the employee's regular rate of pay and based on the employee's regularly scheduled workday in the following year of the contract. The employee shall receive the additional pay on or before October 1<sup>st</sup> of the contract year following the year in which the incentive was earned and the rate of pay shall be based on the employee's rate of pay at the time of the receipt of the incentive pay.*

The Union notes that Nashua's Paraprofessionals are near the bottom of the comparable group of Paraprofessionals and are below the line for other school district employees. (Union Exhibit Appendix E-1.) This proposal, reducing the original proposal of seven (7) buyback days to three (3), also gives employees an incentive to not use sick leave. The provision on early release days will have minimal impact on the budget because it only affects circumstances when an employee is sick on a shortened school day.

### Board Proposal and Rationale

The Board rejects the Union's proposals to earn sick leave after 30 days, to increase sick leave accumulation to 110 days and to permit part-time Paraprofessionals after 30 days to earn five days and accrue up to 25 days. Noting that Paraprofessionals are paid by the hour and not the day, the Board rejects the Union's proposal regarding early release days. The Board also rejects the Union's proposal for employees to buy back unused sick days, noting that 344 Paraprofessionals currently have accrued time. The original proposal for seven (7) buyback days would have cost \$175,296.

### **B. Personal Leave**

#### Current Agreement

Article VI, 6:3 Personal Leave. The current agreement permits Paraprofessionals working a regular schedule of 1080 or more hours per pupil school year and who have completed 30 days of employment to take up to three days in any school year of nonaccumulative leave with full pay, for specified reasons. These personal leave days are deducted from the paraprofessional's accumulated sick leave. These leaves of absence are subject to conditions including 48 hours notice, absent emergency situations, and approval of the Principal.

#### Union Proposal and Rationale

The Union proposes amendments to the 6:3 Personal Leave provisions so that one leave day would not be deducted from accumulated sick leave. The Union notes that the teachers contract does not deduct personal leave from sick leave at all. (Joint Exhibit 2, page 17.) For these absences, as with sick leave, the Union seeks to have employees compensated for a full day on an early release day. The Union presumes this is not a new cost item since this money has already been budgeted.

The Union also proposes language changes to permit a personal day to be taken immediately preceding or following a holiday or vacation period if the paraprofessional provides the Principal with the specific reason.

#### Board Proposal and Rationale

The Board is willing to consider language permitting, with the approval of the Superintendent, a personal day to be taken under extreme circumstances preceding a holiday or vacation. The Board rejects the other Union proposals and again notes that Paraprofessionals are paid by the hour not the day.

### **C. Bereavement Leave**

Current Agreement

Article VI, 6:4 Bereavement Leave. Under the current agreement Paraprofessionals working a regular schedule of 1080 or more hours per school year may be granted up to seven (7) days per occurrence in any school year for the death of a spouse, domestic partner or child(ren), up to three (3) days for a death of an immediate family member, and up to two (2) days for the death of a close relative or friend living in the employee's home, with no deduction in pay.

Union Proposal and Rationale

The Union proposes to add the words "step-equivalent" to the family member designations. The Union further proposes to make bereavement leave available to employees working less than 1080 hours per year, on the basis that bereavement leave is not a leave that is abused and an employee's need to grieve and attend to family should not be dictated by scheduled hours of work.

As with its proposals for a sick and personal leave on early release days, the Union proposes employees received their regular rate of pay if bereavement leave takes place on an early release day.

Board Proposal and Rationale

The Board agrees to add "step-equivalent" as proposed. The Board rejects the Union's proposal to extend bereavement leave to Paraprofessionals working less than 1080 hours per year. As previously stated, the Board rejects the Union's proposals regarding early release day payments on the basis that Paraprofessionals are paid hourly.

**D. Released Time**

Current Agreement

Article VI, 6:5 Released Time. The current contract permits up to three members of the bargaining unit to released time, as needed without loss of pay or personal days, for contract negotiations, mediation and fact-finding.

Union Proposal and Rationale

The Union proposes, given the size of the bargaining unit, to increase the team to four (4) members.

Board Proposal and Rationale

The Board provided no cost analysis for this provision.

**E. Extended Leave**

Current Agreement

Article VI. 6:9 Extended Leave. No provision

Union Proposal and Rationale

The Union proposes, because Paraprofessionals do not work the necessary number of hours to be covered by the Family and Medical Leave Act, the following new provision to secure the paraprofessional's job if the employee needs to be absent from work for one of the reasons set forth:

6.9 Extended Leave

Employees who have completed the initial probationary period are eligible to receive a leave of absence for the extended illness of the employee, or the employee's spouse, children, mother, or father for a period of up to twelve (12) weeks or the amount of accrued leave available to the employee, whichever is greater. During the period of such leave, the employee shall be entitled to utilize all of the employee's accrued leave at the employee's discretion. Once the employee's accrued leave is exhausted, the leave shall be unpaid. At the discretion of the Superintendent, an extended leave in excess of twelve (12) weeks or the employee's accrued leave, whichever is greater, and up to twelve (12) months may be granted. Upon exhaustion of the employee's paid sick leave or personal days, the employee is not be [sic] eligible to receive any of the benefits contained in this Agreement but may continue to access insurance benefits at the employee's own expense. The employee shall not lose any seniority the employee has earned up to the date of the approved leave. The employee desiring to return from such extended leave shall be assigned to the next available vacancy for which the employee is qualified and be eligible for all benefits upon the employee's return to work.

Board Proposal and Rationale

The Board is willing to consider the concept of extended leave, with acceptable language, after one (1) year of employment. The Board maintains that no benefit should be greater it than what is granted under FMLA hand, as with other contracts, accrued time needs to be used.

7. **Working Conditions - ARTICLE VII**

A. Working Conditions: Workday/Workyear

Current Agreement

Article VII. 7:5 Workday/Workyear. The current contract provides for Paraprofessionals regular work schedules to be established by the Building principal or designee, within certain parameters.

Union Proposal and Rationale

The Union proposes to change certain paragraphs to read as follows:

7:5 Workday/Workyear

2. ~~A paraprofessional's regular work schedule shall be established by the Building principal or designee. Unless otherwise specified in this Article 7:5, such regular work schedule shall not begin earlier than 45 minutes prior to the commencement of the regular school day, or end later than 1 hour after the close of the regular school day. Paraprofessionals shall receive a fifteen (15) minute paid break in addition to the regular lunch, for each period of four (4) or more consecutive hours worked.~~

4. ~~Unless an employee is specifically excused by the building Principal, Employees shall be required to work their regular work schedule on ~~delayed opening and on scheduled~~ early release days. ~~If the employee is excused, the employee will be paid only four hours actually worked.~~ No employee shall be required to work when a school day is canceled due to inclement weather or other emergencies. Paraprofessionals shall not be required to report to school earlier [than] fifteen (15) minutes before the start of the pupil day on delayed openings due to inclement weather or other emergency and will be paid the paraprofessional's normal daily wage, regardless of the number of hours worked. Paraprofessionals shall be paid the paraprofessional's normal daily wage, regardless of the number of hours worked, on early release days when the pupil school day is abbreviated by the action of the District for emergency or inclement weather related reasons. ~~If the pupil school day is abbreviated by action of the District on an unscheduled basis due to an emergency, and a paraprofessional is specifically released from work before the conclusion of the paraprofessional's normal work day, the paraprofessional will be paid the paraprofessional's normal~~~~

~~daily wage, regardless of the number of hours actually worked.~~

5. Temporary assignments of less than ten (10) consecutive pupil school days to cover absences or emergencies shall not constitute a regular schedule.

6. Each member of the bargaining unit shall be entitled to a thirty (30) minute **unpaid paid** lunch break.

The Union contends that, given the physically demanding work performed, Paraprofessionals must be provided with an appropriate break during the workday. They currently have none, nor do they have any preparation time.

Paraprofessionals should be embraced as part of the school community by being permitted to work on early release days, including attending workshops, rather than being released and losing pay of one to two hours. The District has budgeted the Paraprofessionals for the number of contract days times the hours per day, and thus saves money by releasing Paraprofessionals who are willing to work and have work to do, such as completing paperwork to obtain Medicaid reimbursement for special-education students.

The District also saves money from already-budgeted funds when there is a delayed opening or early release due to inclement weather, by denying Paraprofessionals their regular pay. Such student days do not have to be made up and, therefore, the paraprofessional never has the opportunity to recoup the lost income.

Finally, the Union proposes, in the overall context of the wage and benefit package, a paid lunch rather than the current unpaid lunch break.

#### Board Proposal and Rationale

The Board proposes to maintain the current contract language. The Board calculates that a 15-minute paid break for 379 employees adds \$1,20 per day or \$201,690 per year and a one-half hour paid lunch would add \$2,241 per day or \$403,380 to the payroll.

#### B. Duties and Job Descriptions

##### Current Agreement

Article VII, 7:7. The current contract provides that a paraprofessional substituting for or supervising for an absent teacher, for specified time periods, shall receive the greater of the per diem substitute teacher rate of pay or the paraprofessional's rate of pay.

Union Proposal and Rationale

The Union proposes to add “an amount based on a daily stipend in the amount of \$35.00.”

The Union notes that Paraprofessionals are often used to substitute for teachers, a practice encouraged by the current compensation method and difficulties in obtaining substitutes. Paraprofessionals, who have their own responsibilities and duties, are often asked to substitute and bring much more to the classroom than the typical substitute teacher, because they are familiar with the teacher, students and school environment. They deserve to be compensated appropriately.

Board Proposal and Rationale

The Board proposes to maintain the current contract language and provided no cost estimate for implementing this proposal.

**8. Transfers, Vacancies and Promotions - ARTICLE VIII**

Current Agreement

Article VIII, 8:5 Probation and Transfer Rights. The current agreement requires all newly hired personnel and all employees assuming a new position to serve a probationary period of 135 days. Employees assuming a new position within the bargaining unit must serve a 30-day probationary period. Members of the bargaining unit who have successfully completed the initial probationary period and who are transferred or promoted to a different position of employment within or outside the bargaining unit are obliged to serve an additional probationary period, if any is associated with the new provision. All employees retain all accumulations of leave accrued.

Union Proposal and Rationale

The Union proposes to limit the requirement for a further probationary period to situations in which the employee is transferred “at the employee’s request” and to reduce the initial probationary period to 90 days. The Union proposes to add the following new paragraph to Section 8:5:4:

- e. In the event an employee is in voluntarily transferred for any reason, the employee shall not be required to complete an additional probationary period.*

The Union contends that if an employee voluntarily chooses a different assignment it may be necessary for the District to evaluate his or her performance in the new assignment and school

setting. If, however, the District decides to transfer an employee, the employee should not be punished by having to start a new probationary period. Finally, the 90-day probationary period is the more standard, as seen by other contracts and provides ample time to assess a new employee's performance.

Board Proposal and Rationale

The Board proposes to retain the current contract language and rejects the Union's proposed new paragraph "e."

9. **Union Privileges and Responsibilities- ARTICLE X**

A. Leave For Union Business.

Current Agreement

Article X, 10:9 Leave For Union Business. The current contract provides that if a member of the bargaining unit is the President of the Union that member, or a single designee, shall be granted three (3) days paid leave to attend legislative hearings.

Union Proposal and Rationale

The Union proposes granting the President of the Union, or a bargaining unit employee(s) designated by the NTU President a total of five (5) days of paid leave per contract year for the purpose of Union business. The Union also proposes, as a "housekeeping" matter, to add the phrase "if a member of this bargaining unit" to Section 10:9:B.

The Union proposes an aggregate total of five (5) days of paid leave to be used, as designated by the President, for any activities deemed appropriate.

Board Proposal and Rationale

The Board proposes retaining the current contract language.

B. AFT Conference Attendance

Current Agreement

Article 10:10, AFT Conference Attendance. The current contract provides for no more than two (2) days paid professional leave for one employee, or one (1) day for two employees to attend the AFT Annual Paraprofessional and School-Related Personnel Conference.

Union Proposal and Rationale

The Union proposes that two employees be given two (2) days paid leave for this purpose in order to permit bargaining unit members the opportunity to attend.

Board Proposal and Rationale

The Board proposes retaining the current contract language

**10. Duration of Agreement - ARTICLE XIV**

Current Agreement

Article 14:1. The current agreement had a duration of three years, September 1, 2002 through August 31, 2005.

Union Proposal and Rationale

The Union proposes a three-year contract, September 1, 2005 through August 31, 2008, with negotiations for a successor agreement to commence no later than January 31, 2008, subject to appropriate retroactivity.

Board Proposal and Rationale

The Board agrees to a three-year contract.

### Recommendations

The following recommendations are made considering generally accepted, fact-finding criteria such as ability to pay, comparability of other bargaining units within the school district and city, comparability of Paraprofessionals' wages, benefits and working conditions in relevant cities and towns, and the parties' bargaining history.

All economic issues must be viewed in the context of the City of Nashua's ability to pay in the current fiscal environment. Unfortunately, costs over which the City has no control, i.e., energy, health care and unfunded NCLB mandates, have risen sharply at a time when the state's contribution to public schools has been declining.

The current situation is further complicated by the passage of time. The 2006 budget has been long set and the fiscal year is well-advanced, making it even more difficult to find moneys to cover unbudgeted increases this year.

While wages were the first matter discussed, other Union proposals have possibly greater economic impacts. The Union particularly protests the poor treatment of Paraprofessionals relative to other city and school employee groups. The Board recognized that inequities exist and expressed a willingness to address at least some of them, over time. Given the growing importance of Paraprofessionals in meeting SPED and NCLB mandates, the Board must be able to retain and attract skilled employees for this bargaining unit.

Health insurance is problematic for all employers and employees. The rising costs place tremendous strains on the most carefully planned budgets. This is an area, however, where progress must be made in bringing Paraprofessionals access to this benefit in line with other city and school bargaining units.

The Union's numerous proposals to have Paraprofessionals paid by the day, as in its request to have Paraprofessionals paid for six (6) hours for holidays and its request to have Paraprofessionals paid for a full day when taking sick or personal leave on early release days, among others, have not been justified. The contracts for Paraprofessionals in other cities and towns submitted by the Union demonstrate that such a pay practice is outside the norm.

#### **Recommendation #1 - Basic Salary Schedule - Steps - Retroactivity:**

*4:1 Continue steps and step movement as currently structured.*

*2005-06 - 0%*

*2006-07 - 1% at each step*

*2007-08 - 3% at each step*

*Retain \$250 stipend for employees meeting the Paraprofessional educational standards of No Child Left Behind.*

The Union's reliance upon the 2.5% to 4% increases granted variously to teachers, firefighters, police civilian employees and AFSCME-represented City employees in 2005 and the additional 3% increase for Food Service employees in 2006-07 is misplaced.

The firefighter's agreement became effective July 1, 2002, but no signature date is indicated on the copy introduced as Joint Exhibit #8. The civilian police contract is dated September 16, 2003, seven months before the April 20, 2004-Addendum increasing the wage scale for Paraprofessionals. The teachers agreement was signed December 8, 2003, and the AFSCME agreement was signed December 30, 2003, both a little more than four months before the Paraprofessionals' Addendum. The Food Service employees contract was signed December 22, 2004, only eight (8) month after the Paraprofessionals' Addendum.

That sequence of collective bargaining and the concluding of negotiations with contracts providing for pay increases across bargaining units indicates that the City of Nashua had more financial flexibility at that time than it does today. It was in that context that the Board of Aldermen approved effective increases of 8.12% (FY03), 8.92% (FY04) and 8.5% (FY05) for the Paraprofessionals (Unit "C") to begin to remedy what had been, admittedly, lagging wages.

The Board's proposal for no wage increase while freezing step movement in 2005-06, however, amounts to a "take back" of a benefit Paraprofessionals reasonably expected to receive. Such an approach seems contrary to the "Program for Retention of Well Qualified Personnel" which includes the following:

2. To reduce the number of well qualified personnel leaving our school system requires a planned program for retention within our system. Such a program must incorporate our best personnel salary schedules, fringe benefits and working condition policies and make necessary adjustments to retain and attract well qualified personnel. [Union Exhibit "O".]

The minor amount of money likely to be saved through freezing step movement this year and spreading out steps in future years for these relatively low-paid employees does not seem worth the risk of alienation. Manchester Paraprofessionals with satisfactory

performance evaluations receive step increases on their anniversary dates of employment for 13 years, and additionally receive 3% longevity increases every five years. (Union Exhibit J, page 7.)

### Recommendation #2 - Educational Benefits and Training

A. Tuition Assistance

4:6: Increase tuition assistance to \$4000 commencing in year two of the contract.

B. District Sponsored Courses

4:6:B Increase funding to \$6,000 in year two and to \$8,000 in year three of the contract.

C. Local, State or Federal Requirements

4:6 The Union's proposed new paragraph 4:6:E should not be adopted without further information regarding the nature and cost of such training.

### Recommendation #3 - Severance Pay

4:7 Replace the \$15 fixed amount with the following:

... 50% of the prevailing per diem rate of pay based on the employee's hours of work per day and based on Step 1 of the employee's pay grade ...

Making this change is unlikely to have a significant impact on the FY06 or FY07 budgets, may encourage Paraprofessionals, especially those with the most seniority, to accrue rather use sick leave in the near term, and begins to bring Paraprofessionals more in line with other school employees.

### Recommendation #4 - Holiday Pay

4:8 Increase the number of paid holidays to four (4), with the additional holiday to be of the Union's choosing.

Current contract language in all other respects.

The Union's argument that Paraprofessionals should receive the same number of

paid holidays as other School District hourly employees is compelling. No work-related reason for affording Paraprofessionals three (3) paid holidays when clerical employees working 1080 hours, Food Service employees and part-time custodians receive four (4) paid holidays has been offered.

### Recommendation #5 - Supplemental Benefits

#### A. Health Insurance

5:3 *No change in year one or two.*

*In year three adopt the following Union proposal, only for Paraprofessionals working a regular schedule of 1080 or more hours per school year:*

*The Board shall contribute, 85% of the premium for option (b) or 95% of the premium for option (c), or the same dollar amount which it contributes for option (b) to the premium for option (a).*

Paraprofessionals' access to the health insurance benefit must be brought in line with other employee groups. Delaying this change to the third year of the contract recognizes the high cost and gives the Board and City time to plan for this change.

A review of the Paraprofessional contracts provided by the Union indicates that, in most instances, part-time Paraprofessionals are required to purchase their own insurance.

#### B. Group Rates

5:3 *Adopt the Union's proposal.*

#### C. Supplemental Benefits

5:3 *Do not adopt the Union's opt-out payment proposal.*

Paraprofessionals likely to avail themselves of this benefit fall mainly into two categories: first, Paraprofessionals who are otherwise covered by health insurance, and, second, Paraprofessionals without health insurance who would choose to receive \$1,500 rather than pay their contribution and obtain health insurance. Moneys being spent on a health insurance benefit should be applied to providing that benefit. Further, a review of the Paraprofessional contracts provided by the Union indicates that when a buyout is provided the amount is significantly

smaller, for example, Merrimack (\$600), Oyster River (\$500), Londonderry (\$500).

D. Deduction From Paycheck

5:3 *Do not adopt the Union's deduction from paycheck proposal.*

A track record regarding who requests what type of plans should be developed before adopting this provision.

E. Dental Insurance

5:3 *Adopt the Union's proposal commencing in year three.*

This is necessary to bring Paraprofessionals in line with other city and school groups.

F. Pension

5:4 *In this round of bargaining it is unrealistic for the City to assume the additional, ongoing cost of adding Paraprofessionals to the New Hampshire Retirement System. The parties should explore Tax Sheltered and Group Annuity plans to assist Paraprofessionals in retirement planning and saving.*

A review of other Paraprofessionals' contracts demonstrates a variety of approaches, but participation in the New Hampshire Retirement System is not the norm. In Londonderry, the District makes a 1 to 3 ratio contribution, up to \$225 per year, to a Tax Sheltered Annuity plan. (Union Exhibit H, page 18.) In Merrimack, employees meeting the eligibility requirements of the New Hampshire Retirement System are eligible to participate, and, in addition, employees have the option of contributing to Section 403(b)(7) of the Internal Revenue Code-Group Annuity For Public School Employees, through payroll deduction. (Union Exhibit J, page 29.)

**Recommendation #6 - Leaves of Absence**

A. Sick Leave

6:1 *Commencing in year one, adopt the Union's proposal to increase accrual from 52 to 110 days.*

*Current contract language in all other respects.*

Increasing the maximum accumulation brings Paraprofessionals in line with other District employees. It also makes the severance benefit more meaningful, which is justified given the absence of a pension plan. The resulting cost is likely to be spread out over time and there will be savings through the incentive to accrue rather than use sick leave.

B. Personal Leave

6:3 *Commencing in year one, permit a personal day to be taken immediately preceding or following a holiday or vacation, under extreme circumstances revealed to and with the permission of the Superintendent.*

*Current contract language in all other respects.*

C. Bereavement Leave

6:4 *Commencing in year one, add "step-equivalent" as proposed.*

*Do not adopt the remaining Union proposals.*

There appear to be no comparable groups where this benefit is granted to part-time employees.

D. Released Time

6:5 *Current contract language in all respects.*

Given the other proposals being recommended in this report, which have significant costs associated, increasing the size of the negotiating team at the District's expense should not be a priority item.

E. Extended Leave

6:9 *Commencing in year two, subject to the parties' agreement on language, adopt the Union's proposal for employee's with one (1) year of employment, within the FMLA parameters.*

**Recommendation #7 - Working Conditions**

A. Workday/Workyear

7:5 *Current contract language in all respects.*

A review of the Paraprofessionals' contracts provided by the Union reveals that paid breaks are not the norm.

Early release days and delayed openings due to inclement weather are known to be part of the school schedule. Such changes impact the earnings of hourly employees. While some Paraprofessionals contracts do provide certain guarantees for pay under such circumstances, adding that benefit at this time is not warranted, in light of the other recommendations.

Further, given the recommendations for increased tuition assistance, District-sponsored courses and participation in the AFT Conference, additional training opportunities will be available for Paraprofessionals. Paraprofessionals need not work their regular schedules on early release days, regardless of whether the school principal determines that their presence is needed at workshops.

B. Duties and Job Descriptions

7:7 *Current contract language in all respects.*

Paraprofessionals working as substitutes already receive the higher of substitute teacher pay or their own rate of pay.

**Recommendation #8 - Transfers, Vacancies and Promotions**

8:5 *Current contract language in all respects.*

Elsewhere, the Union has emphasized the increased demands being place on Paraprofessionals through NCLB, etc. Now does not appear to be the time to reduce probationary periods.

**Recommendation #9 - Union Privileges and Responsibilities**

A. Leave For Union Business

10:9 *Add: ", if a member of this bargaining unit," following "President of the UNION" in 10:9:B.*

*Current contract language in all other respects.*

The focus of the current provision is leave to attend legislative hearings. No

compelling need to expand that focus has been shown.

B. AFT Conference Attendance

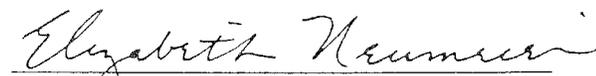
*10:10 Commencing in year one adopt the Union proposal.*

In light of the requirement that the “employee so designated shall conduct a workshop, or prepare a report to be distributed, or other equivalent activity designed to communicate the information to other paraprofessionals” this appears to be a relatively low-cost way of increasing skills and sharing information.

**Recommendation #10 - Duration of Agreement**

*14:1 The provisions of this Agreement, unless otherwise specified, shall become effective as of September 1, 2005 and shall continue and remain in full force and effect to and including August 31, 2008, when it shall expire, unless an extension is agreed to by both parties and expressed in writing prior to such date. The BOARD and the UNION agree to begin negotiations of a successor Agreement concerning wages, hours, and other terms and conditions of employment no later than January 31, 2008.*

Respectfully submitted,



Elizabeth Neumeier  
Fact Finder

March 21, 2006