

**CONTRACT
AND
NEGOTIATION
HISTORY
IN THE
BOW SCHOOL DISTRICT**

1974-2009



Contract and Negotiation History in the Bow School District 1974 to 2009

written by Charlotte Brenlove, a 25-year veteran teacher in Bow who served on the BEA Negotiating Team for 23 years, a number of them as Negotiations Chairperson.

INTRODUCTION

This is a thirty-five year synopsis of contracts agreed to by the School Board and the Bow teachers. Records show that the 1974-1975 contract was the first settlement that was agreed to and actually written down in a contract format. Before that it was understood that certain requirements and benefits were part of a teacher's individual contract with salary sometimes dealt with on an individual basis at hiring.

HISTORY OF THE CONTRACT

Salary

Since salary is the most impressive change over the 35 years and also the # 1 priority on a negotiations survey, I will begin with the development thereof, creating an equitable compensation for all.

Often only the salary schedule was discussed and revised on an annual basis. All other aspects of working conditions and compensation were left the same. I will give the starting salary and step for each year and then the top salary and step. This will continue at step 9 with a BA and Step 13 with a MA. I will add improvements as we go along; however, in order to see the direct correlation, I will always compare the beginning salary at step 0 and then the MA Salary at step 13.

1974

The **first contract** in 1974 started at a BA for \$7,200 at step 0 and ended at \$13,400, which was a Masters Degree at step 13. The BA track only went to 9 steps.

1975

BA= \$7,675 and increased to step 10 system. MA at step 13=\$13,875 and we negotiated a **new track for 1976 with MA +30.**

1976

BA = \$7975 MA = \$14,275 MA+30 = \$14,575

1977

BA = \$8,400 MA = \$14,700 MA+30 = \$15,000 and still a 13-step system.

1978

Everyone at the beginning of their career was **frozen at \$8,400**, but all teachers already in the district received a **7% increase on the wages** of the previous year.

1979

Everyone on the schedule received a 7 % increase on the base salary schedule. (basically **moving up 7% on salary step only.**)

1980

The 1979 process was repeated for the year 1980.

1981

Brought a BA start of \$10,200 and a MA at \$18,000 at step 13, and then MA+30 \$18,300 on step 13. This is the **first year that “off schedule provisions” were made at an increase of 10% on the base (or step 13) for those above step 13.**

1982

Thus in 1982: BA to start was \$11,118, MA @ step 13 \$19,620, and MA+30 \$19,947.

1983

Yielded a BA of \$11,700 MA \$20,480 MA+30 \$21,280

This 10% increase for those above step 13 created what was later to become the **“bump/bubble” group**--a nightmare for our salary schedule, which did not become indexed once again and longevity introduced until MANY years later! This was a case of the **rich getting richer** and the **same % increase was not given to those still on steps below 13.**

This problem was recognized by both the Board and the teachers so in

1984 more **steps were created at random numbers of 17, 21, and 25**

years. For comparison purposes, I will continue to report the starting salary and step 13 respectively.

1984 BA \$12,500 MA \$21,760 MA+30 \$22,700.

1985

BA \$14,500 MA \$25,600 MA+30 \$26,400

Just for the record, with 25 years experience, a

BA teacher would be getting \$ 26,088 MA \$29,588 MA+30 \$30,588

1986 & 1987

We were without a contract, so we were held on the same schedule – **frozen because the town would not fund our contract** and only moving on step and track in the second year: 1987. No printed contract appears to be available for these two years. I believe that these were also the years when we wanted to break the glass ceiling and go to an NEA-NH goal for the entire state of \$20K/\$40K. We never got there!

1988

To further deal with this “bubble” group, **more steps were added.** We now had **steps 15,17, and 19.**

1988 BA \$19,081 MA \$31,111 MA+30 \$31,973 on step 13

MA \$36,005 MA+30 \$37,083 on step 19

This was one our **seldom-heard-of ONE year contract!**

1989

The Board was also trying to make up for the frozen years and stay away from continuously adding more steps as veteran teachers achieved more and more years of experience. Thus we **negotiated a new track: MA+15** and a **new term was introduced: “compression of steps.” Step 13 is now step 9!** We were on a 12-step schedule again, meaning that we would reach senior of top salary much more quickly. The philosophy also was that one should move on step to get to a level of master/veteran teacher and after that, he/she should only receive cost of living increases.

So, in 1989 we got BA \$20,500 MA \$35,000 MA+30 \$36,000
We did achieve a top salary of \$41,000. By 1991-92 we would be at a top of \$48,000.

1990

BA \$22,000 MA \$35,000 MA+30 \$36,000 (remember this is what teachers with 13-14 years of experience received.)

1991

Teachers were supposed to get \$24,000 with a BA, but **all was frozen** once again due to turmoil in that State Language around town meetings voting for budgets years in advance. So, in

1992

There was a **delay in negotiations**, and we worked over the summer and added new appendixes and **created a one-year contract** with a BA at step one receiving: \$23,000 step 9 (13) \$35,250
MA+30 \$36,250 With a top of \$46,000 with MA+30 and on the new step 12. NEA was recommending a \$25K/50K schedule.

1993

gave us another **one-year contract** with only **step advancement and \$1000 increase for those at the top of the schedule.**

1994

BA \$23,500 MA \$37,500 MA+30 38,500 (again this is step 10 now and for teachers with 13 years experience.) The top salary was \$46,500 with a \$1K increase if one had been on step 12 the previous year. We were still trying to compress in a new 3-year contract. **Teachers and Board were very tired of one year contracts** by this time.

1995

BA 24,100 MA \$40,600 (step 10) MA+30 \$42,600 (step 11)

There is a possible \$1K stipend for some at the top.

1996

BA \$24,700 MA \$41,200 (step 11) MA+30 \$43,200 (Step 11)

1997

BA \$24,700 **Everyone remained the same salary as '96**, with only track and step advancement with a promise that the next 2 years would be good 5% increases. The 13-year veterans were now again on step 12 and we **achieved a longevity schedule!** MA \$45,200 MA+30 \$47,700

We were really 5 years behind what our goal was in 1992.

1998

BA \$24,974 MA \$46,071 MA+30 \$47,777

1999

BA \$25,194 MA \$46,528 MA+30 \$48,252

2000

BA \$26,204 MA \$47,807 MA+30 \$49,578

2001

BA \$26,800 MA \$49,121 MA+30 \$50,940 again the longevity graph makes our **top salary \$53,940.**

2002

BA \$ 27,593 MA \$50,068 MA+30 \$51,923 with **longevity benefits added in a possible high of \$54,923.** The School Board was finally beginning to address the veteran salaries, rather than always making its biggest increases at the starting point of a career.

2003

gives us a **new indexed schedule** thanks to Pansy Bloomfield. The bubble group was not making things equitable for several years, so by creating a short-lived step 12, the bubble should be worked out.

So we now all received a fair raise with a

BA \$29,260 MA \$51,779 MA+30 \$54,932

2004

BA \$30,635 MA \$53,073 +w/possible longevity

MA+30 \$56,305 +w/ possible longevity.

2005

BA \$31,877 MA \$54,643 +w/possible longevity

MA+30 \$57,970 +w/possible longevity.

2006

BA \$33,152 MA \$56,829 +w/possible longevity

MA+30 \$60,289 +w/possible longevity. This is the noted year we **broke the glass ceiling of \$30K/\$60K!!!**

2007

BA \$ 34,478 MA \$59,102 +w/possible longevity

MA+30 \$62,700 +w/possible longevity.

2008

Next year is the final year of our 3-year contract. Teachers will receive

BA \$36,082 MA \$60,136 + w/possible longevity

MA+30 \$63,798+ w/possible longevity.

Contract Language

Now for a little history of the actual contract. **Before 1974**, the contract was 2 pages long with an attached salary schedule. Today, 35 years later, it is 45 pages long.

In **1974**, the contract had 17 “points of language.”

Length of School Year

It began with a clarified **work year of 190 days with no details of how the days beyond 180 with students would be used.** The calendar was attached to the contract for each individual teacher. Over the next 35 years, **the working days went from 190 to 187 in 1978 with our first NEA contract membership.**

Then in **1980-81**, it went to 186 days, with Christa McAuliffe as our president. In **1989**, it increased to 188 days, in **1989** to 189 days, in **1991** to 190 days, in **1992** to 184 days, and in **1993** to 186 days, **including 2 discretionary days.** Then in 1997, the days increased to 187 with 2 of them being **paid conference days**... a big step! To get paid for parent conferences (which were formerly required by administration every year without recognition of the time and effort put into them) was a BIG step. So now 3 days were given as administrative days.

1997 the only change was to **start one week prior to Labor Day.**

1998 we went to 188 days with 4 administrative days.

1999 it increased to 189 with 5 administrative days. **Increasing days were done in exchange for more salary increases.** The town likes to see its teachers earn their pay!

No further changes were made until **2003** when the work year went to 187 days, **taking conference days out of administrative days and also reducing discretionary days from 2 to 1.5.**

Thus, in 2003 our Discretionary days were reduced by .5 and consequently adding .5 days to administrative days. This .5/half day administrative day has typically been used on the Wednesday before Thanksgiving break and holds true to this current contract.

With regards to the calendar scheduling, teachers are only at liberty via committee representatives (3) to give "input." The School Board makes the final decisions.

The Board is often in a quandary over Columbus Day off versus the NEA-NH day, which is the preceding Friday. Association members have traditionally held that the NEA-NH Instructional Conference is 'our' day to refresh professionally, and we should not have it become a 'workshop' day for which administration can then control with the number of teachers allowed to attend and/or what sessions are appropriate for staff development. The underlying sentiment that most often prevails is if we give it up to management, we will never get it back. The **NEA-NH Conference** is sponsored with our dues money and **should available for all who wish to attend.**

Insurance Coverage

In 1974, Blue Cross Blue Shield was the carrier and **single coverage was fully paid for by the District**, with the **same premium price applied towards a family plan**. We also had a **\$5000 life insurance plan** paid for by the District.

By 1978, BCBS JW plan was introduced, giving the membership a fixed payment by the Board of \$21 for a single person, \$28 for a two-person plan, and \$31 for family coverage. **Teachers began to absorb more of the cost** over the next several years.

These premiums gradually increased for the Board (district) in 1979-81. 1981 brought in a new concept of using percentages for compensation rather than a fixed dollar amount. Thus, the **District paid 100% for single coverage, and 70% for two-person and family coverage**. Also included in this section was the **stipulation for 2 persons employed by the District in the same household**. This language is the same today!

By 1988 costs were increasing, and the Board was sympathetic to our cause and **increased the family and two-person coverage to 80%**. **Life insurance was also increased to \$20,000 and dental coverage was added** as well. **Disability coverage** was clarified and **increased from \$5000 to 66 2/3 % of a teacher's salary after disability is declared**. This section is still in the contract today.

1991-1992 we were able to **increase our life insurance to \$30,000** with the option to purchase more at group rates.

1994 our **benefits decreased and single members were no longer entitled to 100% coverage and it was reduced to 90%, while family and two-person remained at 80%**.

1997 introduced the negotiators to **new carriers and plans, ie: HMO's, and other carriers** ("cafeteria plan"). Pre-1997 employees were grandfathered to allow them to keep the BC/BS carrier and "JW" plan. However, once this was declined by them, they could not return to their former "JW" plan. Details of what newly hired teachers received will have to be looked at in the archives of contracts. They are just too specific and detailed to mention here, but percentages were still applied accordingly.

In 2002-03, the insurance price crunch left us with **85% coverage for single and 75% family and 2-person options**.

In 2003, co-pay conversions along with managed care options and requirements were introduced. Still the 'grandfathered' employees were able to keep their choice of BC/BS 'JW', BUT we did recover our

percentage coverage amounts and returned to a more reasonable figure in line with other districts in the State of NH. By getting the **single person back to 90% and the others to 80% coverage benefit. Same sex partners were also given insurance rights!**

In 2006, the **insurance language was not changed**, even though the District was not happy about increased costs. As a negotiating team, we felt that this was a section of the contract we would not discuss further at the risk of deteriorating the existing benefit. So this is what we still have in place today!

Grievance Language

This section was first set up in 1978. For many years we wanted this addressed for clarification and simplification, but the Board was not at all receptive. It did not rate highly on the teachers' survey either until we really considered that we wanted association grievance rather than individual grievances filed. There was resistance to this by the School Board for several more negotiations, but finally in this last contract it was changed to our current language. We achieved getting **association grievances and a more streamlined system.**

Severance

A severance stipend was first considered in 1988 and adopted by the School Board. It is still in effect today with the understanding that someone taking early retirement is not to double-dip and receive both benefits.

Early Retirement

Back in 1974, there was some mention of retirement for teachers, but only in reference to getting the maximum that a veteran teacher would receive from the State of NH Retirement System. "A teacher deemed deserving" would be "allowed to get the Maximum salary on the schedule for retirement purposes". This phrase vanished in all contracts since the BEA/NHEA/NEA contracts were proposed.

The current Article entered our contract more than 2 decades later, in 1997. The language is virtually the same today with the exception of a clarification of insurance benefits. The lump sum paid to a retiree for insurance is also applicable to dental insurance as of 2006-07 contract year.

When talks at the table were about early retirement in recent years, the Board and its attorneys were always going to whittle away at the benefits or create a seniority-based benefit. It was always their claim that this was more in line with Federal Standards. The Board also feels that the shortage of

teachers that created this language is no longer true in Bow and often times they would cut this Article entirely. This is why as a negotiating team we have often left ‘Pandora’s Box’ un-touched.

Evaluation

The same Article about evaluation was in effect from the beginning of time in our contracts until **2003**. This was a big year for Bow with no contract settlement for a year, many walking the picket lines every cold winter morning, and many more sacrifices for a fair evaluation system, association grievance language, and Just Cause language in the contract. The picket lines were NOT about salaries as many would have thought.

In the end, the very limited and short language was replaced by a **comprehensive differentiated teacher evaluation plan** that surprisingly we had proposed and worked on with administration ten years earlier. At that time, the big ‘hang-up’ by administration was un-announced observations. In 2003, we were finally able come to an agreement. The language can be grieved. The entire section has a sidebar that includes an annual review by a committee.

Just Cause Article VII

In the beginning, the only reference made to this was our right to citizenship and wearing the NEA pin in our classrooms. With the State limiting rights of teachers for a fair hearing in case of dismissal and many other political factors, we felt it best that **Just Cause** be addressed in greater detail. So, in **2003**, we went **a year without a contract**, but at long last we did get a settlement with retroactive pay as well as the 3 other issues mentioned earlier. The experience united many of us and the bond continues to keep negotiations strong in Bow. We proved that we were a strong association to everyone in the State. Many accolades were given at the Delegate Convention that year.

Other Articles for Review

From **1974 until 1978**, there was no change in the contracts. **Our first ‘official’ contract** was achieved in **1978** with the inclusion of Articles I through XXII.

Article III has section 4 even today, with the **School Board mandated to post their agendas.**

Article VI: allows for **payment of dues in 10 equal increments.** Today we have changed that to **20 payments** and even have the ability to commence paying and joining BEA/NEA in the middle of a school year with pro-rated payments.

Article XII: According to our first contract in 1978, a teacher was only rehired if an opening occurred within 12 months of elimination. In 1988 it was determined that teachers with 3 years or less would be eliminated first. We have, since the initial contract, changed Paragraph 4 to include further **explanation of position elimination.** This was done in 1992 to get a more detailed equitable system. The language remains today.

Article XIII: This is also the evaluation section but only sections 5,6,7,and 8 have had any adjustments since contract conception.

Article XIV: This is about **course work and reimbursement.** In 1978 a teacher would be able to get \$200 per year. The Board only put aside \$3K for this. Compare this to today's language: 8 credits are reimbursed/year @ UNH course rates and the Board puts away \$50K/year. In 2006 we did add a sidebar for 'winterim' course availability.

Article XV: Preparation and Lunch Periods have always been 30 minutes of 'duty free' lunches. **Prep periods are now 40 minutes/day** and are NOT to be broken up (split/bifurcated) for any teacher. Section 3 was added later to address teachers with children who had extensive needs in the classroom. They are to be given **aides, extra work-stations, and minimum and maximum students** consideration.

Article XVI: In 1975 **personal leave** was first introduced by giving teachers **2 days BUT they were charged against their sick leave days of 15/year.** These days had to be requested in writing to the superintendent with 3- day notice and **no privacy of the content or reason.** 1978 gave teachers 2 days without dipping into their sick leave. Then in 1988 we were granted **3 days,** which were not taken out of sick day accounts. We also gained the **privacy portion and further clarification** about when these days could be used.

This contract year also clarified our **bereavement language** and continues to evolve to include partners and extended family. **Sabbatical leave** was also clarified for the first time since inception.

2001 gave us a **Sick Leave Bank**, which is managed by the Association. A banner year!

Pregnancy Leave was first attained in 1978. Before then, women left when they became ‘obviously’ pregnant. The language is in accordance with most districts around the state to this day. We were able to use sick days for part of the leave if a woman qualified for them by her doctor. Insurance during this time is only given at the district group rates and not paid by the district.

Child Rearing language was drafted and negotiated in **1988** and remains as is today. Many teachers feel this should be modernized soon. However, it has always been management’s position that leave should be for someone who had proven themselves in the schools (given at least 3 years of service) and has made a commitment to the town.

The current **Jury Duty language** was negotiated in **1989**.

CONCLUSION

This history of the BEA negotiations reflects the hard work and determination of our negotiating teams over the years. We have experienced peaks and valleys, but overall we have made good steady progress. It is because of the strength and commitment of our organization that we have been able to do so. We must never underestimate the power of the negotiations process.

Special thanks to Wally Cumings, our NEA-NH Uniserv Director, for his expertise and many years of negotiating in Bow.