DOVER SCHOOL DISTRICT

DOVER SCHOOL BOARD – AGENDA

Meeting Type:	**Special Meeting Session**
Meeting Location:	**McConnell Center, Room 306**
Meeting Date:	**Monday, September 19, 2022**
Meeting Time:	**6:00 p.m.**

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. CITIZENS' FORUM *(Limited to agenda items only)*

E. RESOLUTION TO RATIFY THE 2022-2023 DOVER TEACHERS' UNION COLLECTIVE BARGAINING AGREEMENT

F. REVIEW AND ACTION ON SB420 FUNDS

G. SCHOOL BOARD MATTERS OF INTEREST

H. ADJOURNMENT

Citizens, residents of the City of Dover, property owners in the City of Dover, and/or designated representatives of recognized civic organizations or businesses located in the City of Dover and/or residents of sending school districts, are invited to all public meetings and shall be given an opportunity to speak. Time shall be set aside for citizen statements, Citizen's Forum, at all public meetings, unless a vote to the contrary is taken by the School Board.

Citizens shall identify themselves by name and address for the record; address comments to the presiding officer and the Board as a body and not individual members. Citizen's Forum will ensure citizens have the opportunity to speak to all other items on a meeting agenda and/or matters pertaining to the business of the School Board. At workshop meetings and special sessions, Citizens' Forum will be restricted to items on the meeting agenda. Statements shall be limited to five (5) minutes unless otherwise extended by the chairperson, with the approval of the School Board.

All citizens are permitted to place items on the agenda through written application to the Superintendent at least one week prior to the meeting date. Citizen items will require a formal motion and a second by seated members to bring the item to the floor for debate.

DOVER SCHOOL DISTRICT

EMPOWERING ALL LEARNERS!

Dover School Board Resolution
Monday, September 19, 2022

WHEREAS: The Board for the Dover School District SAU 11 and representatives of the Dover Teachers' Union have been involved in negotiations for a successor to the collective bargaining agreement expiring on August 31, 2022;

WHEREAS: The 2022-2023 salary schedule is a total compensation package estimated at $1,812,531; and;

WHEREAS: On September 12, 2022, the Dover Teacher's Union membership ratified the tentative agreement;

NOW, THEREFORE, BE IT RESOLVED THAT: The Board for the Dover School District ratifies the tentative agreement, and the Superintendent is hereby directed to execute a one (1) year Collective Bargaining Agreement between the Dover School Board and the Dover Teachers' Union.

DOCUMENT ACTIONS: _(insert name)_ moved for the adoption of the one (1) year Collective Bargaining Agreement between the Dover School Board and the Dover Teachers' Union, seconded by _(insert name)_.

Roll Call Vote on September 19, 2022

Board Member	**YES**	**NO**
Carolyn Mebert		
Jessica Rozzo		
Kathleen Morrison		
Maggie Fogarty		
Robin Trefethen		
Micaela Demeter		
Michelle Clancy		
Total Votes		

DTU Salary Schedule for the 2022-2023 School Year:

EXP.	Step	BA	BA+15	BA+30	MA	MA+15	MA+30
0	**1**	$ 40,000	$ 41,000	$ 42,025	$ 43,076	$ 44,153	$ 45,256
1	**2**	$ 41,482	$ 42,519	$ 43,582	$ 44,671	$ 45,788	$ 46,933
2	**3**	$ 43,018	$ 44,094	$ 45,196	$ 46,326	$ 47,484	$ 48,671
3	**4**	$ 44,612	$ 45,727	$ 46,870	$ 48,042	$ 49,243	$ 50,474
4	**5**	$ 46,265	$ 47,421	$ 48,607	$ 49,822	$ 51,067	$ 52,344
5	**6**	$ 47,978	$ 49,178	$ 50,407	$ 51,668	$ 52,959	$ 54,283
6	**7**	$ 49,756	$ 51,000	$ 52,275	$ 53,581	$ 54,921	$ 56,294
7	**8**	$ 51,599	$ 52,889	$ 54,211	$ 55,566	$ 56,956	$ 58,379
8,9	**9**	$ 53,510	$ 54,848	$ 56,219	$ 57,625	$ 59,065	$ 60,542
10	**10**	$ 55,493	$ 56,880	$ 58,302	$ 59,759	$ 61,253	$ 62,785
11	**11**	$ 57,548	$ 58,987	$ 60,462	$ 61,973	$ 63,522	$ 65,111
12	**12**	$ 59,680	$ 61,172	$ 62,701	$ 64,269	$ 65,876	$ 67,522
13	**13**	$ 61,891	$ 63,438	$ 65,024	$ 66,650	$ 68,316	$ 70,024
14	**14**	$ 64,184	$ 65,788	$ 67,433	$ 69,119	$ 70,847	$ 72,618
15	**15**	$ 66,561	$ 68,225	$ 69,931	$ 71,679	$ 73,471	$ 75,308
16	**16**	$ 69,027	$ 70,752	$ 72,521	$ 74,334	$ 76,193	$ 78,098
17+	**17**	$ 71,584	$ 73,373	$ 75,208	$ 77,088	$ 79,015	$ 80,991

CAGS	$ 825
PHD	$ 1,651

Tentative Agreement Cost Summary:

	Primary Wages	FICA	NHRS	Dental	Medical	Other Fringe	Wage & Fringe
FY23 Estimate	$ 22,880,073	$ 1,750,326	$ 4,809,391	$ 202,318	$ 6,859,436	$941,387.72	$ 37,442,933

	$ Change	% Change
Change From FY22 SQ	$ 1,812,531	5.087%

Language Changes in the Collective Bargaining Agreement between the Dover School Board and the Dover Teachers' Union.

ARTICLE I – RECOGNITION

A. RECOGNITION

The Dover School Board recognizes the Dover Teachers' Union, NEA-New Hampshire, NEA, as the exclusive representative of all full-time, part-time and job-sharing teachers including classroom teachers, school counselors, nurses, librarians/media specialists, curriculum advisors, special education teachers, speech and language therapists, learning disabilities professionals, physical and occupational therapists, social workers, reading specialists, athletic trainers, behavior specialists, career assessors, family services facilitators, intervention specialists, math coordinators, literacy facilitators, psychologists, social skills counselors, therapeutic counselors, and federal projects personnel, excluding the Superintendent, Assistant Superintendent, Business Administrator, High School Principals, Deans, Assistant High School Principals, Middle School Principals, Assistant Middle School Principals, Elementary School Principals, Curriculum Coordinators, Athletic Director, Career Technical Education Director, Special Education Director, Supervisors, and Administrators, ~~Social Workers who are funded by federal grants awarded to the school district but not employed by the school district~~, and other positions excluded by RSA 273-A.

ARTICLE IV – WORKING CONDITIONS

E. PREPARATION PERIODS

2. Elementary teachers may be excused from their classrooms during such time as classes are receiving instruction in related arts classes. If the related arts teacher is absent, the School Board will provide a substitute. There will be a daily forty-five (45) minute continuous preparation period at the elementary level, and those teachers shall also have an additional ten (10) minutes of preparation time at the beginning or end of their lunch time. It is the intent of both parties to sustain this length of preparation periods ~~beyond the 2013-14 school year~~, depending upon district resources making it possible. <u>**Employees shall be paid at their regular hourly rate for loss of preparation time.**</u>

F. MEETINGS

4. Teachers may be required to attend no more than two (2) evening assignments or meetings <u>**for a cumulative duration of no more than three (3) hours**</u> each school year without additional compensation.

R. (<u>NEW) PERSONAL ELECTRONIC DEVICES</u>

<u>**The District shall not take possession of an employee's personal electronic device, except with the employee's consent or as required by law. In the context of an investigation into alleged misconduct, the District may request access to specific data on an employee's personal electronic devices. The District reserves the right to draw a negative inference if access is denied.**</u>

T. (New) INTELLECTUAL PROPERTY

1. Course material created by an employee in the fulfillment of the employee's normal duties and responsibilities is presumed to belong to the employee. Course Material includes but is not limited to syllabi, class and lecture notes, quizzes, tests, assignments, laboratories, study guides, videos, software, and content.

2. If an employee retains ownership of course material developed as part of their regular employment responsibilities, the employee shall grant to the District right to use the materials with appropriate attribution for educational purposes in perpetuity.

ARTICLE V - COMPENSATION

F. SUMMER/EXTRA DUTY PAY

3. Training

All teachers participating in training for the District during the summer shall receive ~~$13.50~~ **$25** per hour.

ARTICLE VII - LEAVES

B. PERSONAL LEAVE

2. No more than five (5) teachers (except when the Superintendent authorizes more)-per school day may be authorized personal leave. **This five (5) person limit shall be dropped upon the completion of the last student day. Teachers remain obligated to complete year-end responsibilities**. A list of all available personal days will be kept at the building level and made available to bargaining unit members upon request.

D. BEREAVEMENT LEAVE FOR DEATH

-Not to exceed three (3) days:
1. Grandparent
2. Brother-in-law or ~~Sister-in-law~~
3. Sister-in-law
4. Son-in-law
5. Daughter-in-law
6. Sister
7. Brother
8. Parents-in-law
9. Step-relations 2-7
10. Relatives living in the household

ARTICLE VIII – EXCLUSIVE UNION RIGHTS AND RESPONSIBILITIES

A. SAFETY

The DTU shall appoint members to the Joint Loss Management Committee (AMC), in accord with RSA 281-A:64 and NH Administrative Rule Lab 603.02(a)(3). This committee shall be known as "the JLMC

<u>Safety Committee." The JLMC Safety Committee shall meet no less frequently than every two months. The JLMC Safety Committee shall perform the duties and responsibilities outlined in Lab 603.03, and in particular establish specific safety programs which include the student violence prevention and management plan. The student violence and prevention program and management plan shall include the following information: Training, education, investigation, and prevention protocols for all staff in the area of reducing violent acts and injuries caused by students; and designation, by name and title, of a person who shall coordinate the training, investigation, and adherence of the implemented program to reduce violent acts and injuries caused by students. Minutes of JLMC Safety Committee meetings shall be made available using the NH Department of Labor template for AMC Safety Committee minutes, which is attached as Appendix _. The parties recognize that should the controlling statutes or regulations change, this section will conform to the changed statutory/regulatory language without further negotiation.</u>

ARTICLE IX - ASSIGNMENTS, TRANSFERS, VACANCIES, PROMOTIONS, AND JOB-SHARING

C. VOLUNTARY TRANSFERS

1. Teachers who desire a change in grade and/or subject assignment, or who desire to transfer to another building, **<u>may submit an application for a vacant position</u>**. ~~may file a written statement of such desire with the Superintendent no later than April 25 preceding the school year for which the change is desired. Such statements shall include the grade and/or subject to which the teacher desires to be transferred, in order of preference.~~

~~2.If more than one teacher desires a transfer to the same vacant position, length of service shall be a factor considered in determining transfers.~~

~~3~~**<u>2</u>**. Teachers who **<u>wish to apply for a vacant position within the district</u>** ~~have requested a transfer~~ may submit a letter of interest to the Superintendent for a particular vacant position that matches the teacher's desired preferences. The teacher need not submit a formal application. Upon receipt of a letter of interest, the Superintendent will schedule an interview with the teacher for the vacant position, assuming that the teacher is qualified for the position as determined by the Superintendent. **<u>Length of service to the District shall be a factor considered when filling a vacant position.</u>**

<u>3. Teachers desiring to be considered for such positions will submit a letter of interest to the Superintendent within ten (10) calendar days of the posting date.</u>

D. VACANCIES

1. A list of known vacancies in teaching positions for the following school year will be posted online, **<u>e-mailed to all employees except those who opt out of receiving such notices,</u>** and **<u>posted</u>** conspicuously in each school building within five (5) school days of the District's decision to fill the vacancy, or five (5) business days if the decision is made during the summer vacation. The listing **<u>will remain open to applications for at least ten school days and</u>** will include school, grade, subject(s) and other relevant information, to the extent known, of new positions and/or openings occasioned by the retirement/resignation of personnel.

~~2. Teachers desiring to be considered for such positions will submit a letter of interest to the superintendent within ten (10 calendar days of the posting date.~~

3. ~~Teachers currently employed in the District will not have to apply for a vacant position and determined by the Superintendent~~.

ARTICLE XIV – DURATION

A. DURATION

1. **A.** ~~Except as provided in paragraph (b.) below, this Agreement shall be effective as of September 1, 2019, and shall continue in effect until and including August 31, 2022, unless a comprehensive successor/replacement agreement is reached, and ratified, in accordance with Article V (A). This Agreement shall not be extended orally, and it is expressly understood that it shall be automatically renewed and remain in full force and effect unless either notifies the other of its intent to terminate or modify the terms of this Agreement.~~ **This Agreement shall be effective as of September 1, 2022, and shall continue in effect until and including August 31, 2023, unless a comprehensive successor/replacement agreement is reached, and ratified. This Agreement shall not be extended orally, and it is expressly understood that it shall be automatically renewed and remain in full force and effect unless either notifies the other of its intent to terminate or modify the terms of this Agreement.**

   B. ~~The Board and the Union mutually understand and agree that the cost items set forth in the proposed 2019-2022 Agreement must be approved by the legislative body, the City Council, in order to be implemented in accordance with RSA 273-A. The parties further agree that in any given year, if the City Council does not fund, at minimum, the District's operating budget authorized by the Council for the previous year, reduced and increased, as the case may be, by debt service, contracts, and other obligations previously incurred or mandated by law, the District may choose not to implement the salary schedule for that year and shall compensate employees according to the previous year's salary schedule. For instance, if the legislative body does not provide funding for the 2019-20 operating budget equal to, at minimum, the District's operating budget authorized by the Council for 2018-19, reduced and increased, as the case may be, by debt service, contracts, and other obligations previously incurred or mandated by law, the District may choose not to implement the salary schedule for 2019-20 and shall compensate employees according to the 2018-19 salary schedule. If the District does not implement the agreed-upon salary schedule in any year of the 2019-2022 Agreement, either party may reopen negotiations for the sole purpose of addressing cost items. Cost items other than the salary schedule shall be funded per the 2019-2022 Agreement until the Parties reach agreement regarding revised cost items in negotiations.~~
   The Board and the Union mutually understand and agree that the cost items set forth in the proposed 2022-2023 Agreement must be approved by the legislative body, the City Council, in order to be implemented in accordance with RSA 273-A.

~~**2**. The School Board and the Union agree to begin negotiations for a successor Agreement no later than September 10, 2021, unless a comprehensive success/replacement agreement is reached, and ratified, in accordance with Article V (A).~~

~~**3**. The parties agree to adhere to the bargaining schedules as outlined in RSA 273-A, specifically RSA 273-A:12, in order to afford the School Board the necessary time to prepare and to submit the school department budget.~~

~~**4**. The School Board agrees to inform the City Council of the cost impact of the Agreement. If the City Council does not provide the funding for the cost items, the School Board may declare the Agreement void; in which case the parties will resume negotiations.~~

~~**5.**~~ **2.** In witness whereof, the parties have caused this Agreement to be signed by their respective representatives, attested by their respective representatives and attested by their respective secretaries.

IN THE MATTER OF FACT FINDING BETWEEN:

DOVER TEACHERS UNION, NEA-NH

&

DOVER SCHOOL BOARD

FACT FINDER'S REPORT AND RECOMMENDATIONS

Introduction

The Dover Teachers Union ("Union"), and the Dover School Board ("Board" or "Employer'), have been negotiating over the terms of a successor collective bargaining agreement to the one that expires on August 31, 2022. The parties engaged in mediation, but were not able to reach a final Agreement. By agreement of the parties, Gary D. Altman was selected to serve as the Fact Finder. A virtual hearing was conducted on July 29, 2022 and the parties' submitted arguments and documentation in support of their respective positions. Peter Miller, UniServ Director, NH-NEA, represented the Union. Mark Broth, Esq. represented the School Board.

During the just completed 2021-2022 school year, the School District had 600 employees, of which 346 are represented by the Dover Teachers' Union (DTU). In 2021-2022, the School District served 3,840 students attending the Dover High School, Dover Career Technical Center, Dover Middle School, and three elementary schools.

Bargaining History for the Prior Agreement

Initially, it is important to review the bargaining history that led up to the present impasse. The current collective bargaining Agreement is for a three-year duration, 2019 through 2022. The prior Agreement, which expired on August 31, 2019 had twenty-salary steps. For the negotiations for the successor Agreement, it was a priority for the Union to reduce the number of salary steps that existed in the prior Agreement. The parties entered into an Agreement that reduced the 20-step schedule in the prior Agreement to a 19-step schedule in 2019-20, a 17-step schedule in 2020-21, and 15 step schedule in 2021-22. The Agreement also provided for a 1% COLA in 2019-2020, a 1.5% COLA in 2020-2021, and 2% COLA in 2021-22. Teachers at the top step of the step schedule in each contract year received the negotiated cost of living adjustment and no step increase.

In this 2019-2022 Agreement the parties agreed to language that would allow the School District to escape from the annual salary and cost items of the Agreement if the City Council did not fund the District's annual operating budget. The agreed upon language provided that if the City Council failed to fund the annual budget, the School Board would have the option to implement the negotiated salary increases out of the available funds and make up for the shortfall by eliminating positions, or to choose not to implement the salary schedule negotiated for that year. In essence this meant that the agreed upon wage increases were not guaranteed over the three-year period of this Agreement.

For the first two years of the 2019-2022 Agreement the Dover City Council funded the District's budget, and the agreed upon salary increases and compression of the salary schedule were implemented, and by the second year the salary schedule was reduced to 17 steps. For 2021-2022, which was the final year of the Agreement, the City Council did not appropriate sufficient funds for the School

District, and the School Board exercised the language in the Agreement that allowed them to escape from the cost increases agreed to for the 2021-2022 school year. Consequently, the parties' agreement on wage increases and their agreement to reduce the salary schedule from seventeen to fifteen steps in the third year of the Agreement, did not go into effect. The School Board provided all eligible teachers with a step increase, but no cost-of-living increase.

The schedule remained at 17 steps and teachers at the top step on the 17-step schedule did not receive any increase in the 2021-2022 contract year. The current Salary Schedule is as follows:

EXP.	STEP	BA	BA+15	BA+30	MA	MA+15	MA+30
0	1	37,500	38,438	39,398	40,383	41,393	42,428
1	2	38,951	39,925	40,923	41,946	42,994	44,069
2	3	40,458	41,469	42,506	43,568	44,658	45,774
3	4	42,023	43,073	44,150	45,254	46,385	47,545
4	5	43,648	44,740	45,858	47,005	48,180	49,384
5	6	45,337	46,470	47,632	48,823	50,044	51,295
6/7	7	47,091	48,268	49,475	50,712	51,980	53,279
8	8	48,913	50,136	51,389	52,674	53,991	55,340
9	9	50,805	52,075	53,377	54,711	56,079	57,481
10	10	52,770	54,090	55,442	56,828	58,249	59,705
11	11	54,812	56,182	57,587	59,026	60,502	62,015
12	12	56,932	58,356	59,815	61,310	62,843	64,414
13	13	59,135	60,613	62,129	63,682	65,274	66,906
14	14	61,423	62,958	64,532	66,145	67,799	69,494
15	15	63,799	65,394	67,029	68,704	70,422	72,183
16	16	66,267	67,924	69,622	71,362	73,146	74,975
17	17	68,831	70,551	72,315	74,123	75,976	77,876

Current Negotiations

In February 2022, the parties began negotiating for a successor agreement to the Agreement that expires on August 31, 2022. Early on the parties agreed to a one-year successor contract, and they also agreed to all issues except wages. The Union sought to move to the fifteen-step salary schedule that the parties agreed to put in place for the 2021-2022 school year, but was thwarted when the City Council did not fully fund the 2021-2022 school budget. The District, on the other hand, sought to move to an 18-step schedule with no cost-of-living increase. Under the District’s proposal since each step represented a 3.9% increase all teachers would receive a 3.9% increase. The District later proposed a 2% cost of living increase for all teachers with this new step schedule.

The School District in its 2022-2023 budget request sought $1.6 million for its budget that would fund a one-year wage increase for the 2022-2023 school year. The School District also sought, in this budget request, to conduct a salary survey to guide future negotiations. The Council approved the District budget for 2022-2023. The District also reallocated other funds, and now as a result had $1.8 million to use toward this one-year agreement. $1.8 million was the amount necessary to fund the Association’s compression of the salary schedule from the seventeen steps to fifteen steps and to also provide a 2% cost of living increase.

The Board then proposed a 15-step schedule that was considerably different than the 15-step schedule proposed by the Association that the parties had previously agreed to implement for the third year of the 2019-2022 Agreement. The Board’s proposal eliminated the first three steps of the salary schedule, so that step four would now become the entry level step; newly hired teachers would be placed on this step, and teachers who had previously been on steps one through three would now move to this new step four. The

District's proposal provided for a BA entry level step to increase from $37,500 to $42,969. This would result in increases for this group of teachers that would range from 14.6% (step one to step four) to a total 6% increase for those teachers who moved from step 3 to the new step four.

Because of the elimination the three steps, teachers who, under the Board's prior proposal would have been on the new step 18 would move to the Board's new step 15, which would provide for an approximate 6% wage increase for all teachers including top step teachers. All other teachers would then be placed on this revised schedule at a step that would provide for a salary increase, but not necessarily reflect their years of experience.

Board Proposed FY2022-2023 Wage Scale

Years Exp.	*Old Step	New Step	BA	BA+15	BA+30	MA	MA+15	MA+30	CAGS	DOC
	1	**These Steps Have Been Removed** (Teachers linked to these steps in Fiscal Year 2021-2022 will move to New Step 1; <u>New Hires</u> with 0 to 4 years of experience will be placed on New Step 1 of this schedule.)								
	2									
	3									
0-4	4	1	$42,969	$44,042	$45,143	$46,272	$47,429	$48,615	$49,440	$50,266
5	5	2	$44,630	$45,747	$46,890	$48,063	$49,264	$50,495	$51,320	$52,146
6	6	3	$46,357	$47,516	$48,704	$49,922	$51,170	$52,449	$53,274	$54,100
7	7	4	$48,151	$49,354	$50,588	$51,853	$53,150	$54,478	$55,303	$56,129
8	8	5	$50,014	$51,264	$52,545	$53,859	$55,206	$56,585	$57,410	$58,236
9	9	6	$51,948	$53,247	$54,578	$55,942	$57,341	$58,774	$59,599	$60,425
10	10	7	$53,957	$55,307	$56,689	$58,107	$59,560	$61,048	$61,873	$62,699
11	11	8	$56,045	$57,446	$58,883	$60,354	$61,863	$63,410	$64,235	$65,061
12	12	9	$58,213	$59,669	$61,161	$62,689	$64,257	$65,863	$66,688	$67,514
13	13	10	$60,466	$61,977	$63,527	$65,115	$66,743	$68,411	$69,236	$70,062
14	14	11	$62,805	$64,375	$65,984	$67,633	$69,324	$71,058	$71,883	$72,709
15	15	12	$65,234	$66,865	$68,537	$70,250	$72,006	$73,807	$74,632	$75,458
16	16	13	$67,758	$69,452	$71,188	$72,968	$74,792	$76,662	$77,487	$78,313
17	17	14	$70,380	$72,138	$73,942	$75,791	$77,685	$79,628	$80,453	$81,279
18+		15	$73,103	$74,929	$76,803	$78,723	$80,691	$82,709	$83,534	$84,360

The Union raised a number of objections to the School Board's proposal, and the District then proposed to continue with a fifteen-step schedule but with the entry step labeled step four, the first three steps would be phantom steps, nobody would actually be paid at these steps. Under this approach, employees at step five and above would continue at their same step, which would continue to reflect their years of service. The Association did not agree to the Board's proposal.

On July 14, 2022, the Union provided the School Board with two alternative wage proposals. The first alternative proposal raised starting pay for new teachers to $42,969 and the increment for steps 1 to 4 would be 1%; in other words, step increases for the first 3 years, would be approximately 1% each year. The other steps would be as in the Association's original proposal. Under this proposal top step teachers would receive a 2% cost of living increase, which and top step teachers would now receive $70,207, the same rate as proposed by the Union in its original 15 step salary schedule. The Association estimated that the total cost for this revised proposal was $1,897,572.[1] The first proposed salary schedule is as follows:

[1] The total cost for the Association's original proposal for the 15-step schedule with the entry rate of $39,000, was stated to be $1,885,640.

2022-23							
2.00%	15 steps						
EXP.	STEP	BA	BA+15	BA+30	MA	MA+15	MA+30
0	1	39,000	39,975	40,974	41,999	43,049	44,125
1	2	40,673	41,689	42,732	43,800	44,895	46,017
2	3	42,417	43,477	44,564	45,678	46,820	47,991
3	4	44,236	45,342	46,475	47,637	48,828	50,049
4	5	46,133	47,286	48,469	49,680	50,922	52,195
5	6	48,112	49,314	50,547	51,811	53,106	54,434
6	7	50,175	51,429	52,715	54,033	55,384	56,768
7	8	52,327	53,635	54,976	56,350	57,759	59,203
8,9	9	54,571	55,935	57,333	58,767	60,236	61,742
10	10	56,911	58,334	59,792	61,287	62,819	64,390
11	11	59,352	60,836	62,357	63,915	65,513	67,151
12	12	61,897	63,445	65,031	66,657	68,323	70,031
13	13	64,552	66,166	67,820	69,515	71,253	73,034
14	14	67,320	69,003	70,728	72,496	74,309	76,167
15	15	70,207	71,962	73,761	75,606	77,496	79,433

The Union's second alternate proposal gave the teachers at top step a 3.2% increase, and the top step salary would increase to $71,000. The Union second alternative established a salary schedule as follows:

2022-23							
2.00%	15 steps						
EXP.	STEP	BA	BA+15	BA+30	MA	MA+15	MA+30
0	1	42,969	44,042	45,143	46,272	47,429	48,615
1	2	43,391	44,475	45,587	46,727	47,895	49,093
2	3	43,814	44,909	46,031	47,182	48,362	49,571
3	4	44,236	45,342	46,475	47,637	48,828	50,049
4	5	46,133	47,286	48,469	49,680	50,922	52,195
5	6	48,112	49,314	50,547	51,811	53,106	54,434
6	7	50,175	51,429	52,715	54,033	55,384	56,768
7	8	52,327	53,635	54,976	56,350	57,759	59,203
8,9	9	54,571	55,935	57,333	58,767	60,236	61,742
10	10	56,911	58,334	59,792	61,287	62,819	64,390
11	11	59,352	60,836	62,357	63,915	65,513	67,151
12	12	61,897	63,445	65,031	66,657	68,323	70,031
13	13	64,552	66,166	67,820	69,515	71,253	73,034
14	14	67,320	69,003	70,728	72,496	74,309	76,167
15	15	71.000	72.775	74.594	76.459	78.371	80.330

This District maintains that this second alternative proposal would cost approximately $2.1 million, which is more than what the City Council appropriated and would require the District to either reallocate funds intended for other purposes or seek a supplemental appropriation from the City. The School Board had no interest in reallocate funds intended for other purposes or seeking a supplemental appropriation from the City, and rejected the Union’s revised proposals.

Two days prior to fact finding, the Union submitted another proposal which would increase starting pay to $42,969, and the increment for steps 1-4 would be approximately 1%; in other words, step increases for the first three 3 years and also lowered the step increment for teachers in steps 1-11. This proposal provides a BA top step salary of $71,500. The Association’s proposal has lower entry level salaries and lower top step salaries as compared to the School Board proposal. The School Board rejected this proposal. The parties then proceeded to fact finding.

School Board’s Position

The School Board maintains that many events have occurred from the time when the parties negotiated the 2019-2022 Agreement in which they initially agreed to compress the salary schedule over the duration of that three-year agreement. The Board contends that it is no longer feasible or practical to resurrect the 2021-2022 compressed salary that was agreed to, but ultimately not implemented due to the City Council’s failure to fund the last year of that three-year Agreement.

The District states that since that time the parties entered their into last Agreement the world endured a global pandemic, Dover teachers had to teach in a new environment including on-line instruction, and there has been an increase in inflation not seen for decades. The District contends that under the Association’s proposal, teachers at the top of the schedule, which make up 40% of the bargaining unit, would receive a 2% increase over a two-year period. The District states that this increase is not equitable and punishes those teachers who may be near retirement and had to endure the same stress of teaching in the pandemic as all other teachers.

The District further contends that the starting rates for entry teachers in Dover is considerably below the rates in neighboring school districts. The District states that more must be done to increase the hiring rates, especially in the present time when there is a teacher shortage in the State. The District maintains that its proposal, by eliminating the bottom three steps would result in a new fifteen-year schedule and provide a minimum of a 6% increase for all teachers including those at the top step, and teachers who are at the lowest step increases would see higher increases as the result of the elimination of the three bottom steps. The District states that the fact that teachers would be on different steps than their years of service should not be an issue as all teachers would receive pay increases, and the top step of the schedule would be increased, which in the long run would increase pensions when teachers retire.

The District states that the City Council has agreed to fund a wage survey that could be used as basis for future negotiations. The District maintains that as the parties have agreed to adopt a one-year Agreement there is no need to implement the Association’s proposal to compress the salary compression for this one-year agreement. The compression of the salary schedule is a matter that can be the subject of the wage survey and can be discussed in the upcoming contract negotiations. The District argues that the parties should focus on reaching an agreement that is within the $1.8 million cost parameters, as well as agreeing to wage increases that provide for increases for new hires, equitable increases for all members of the bargaining unit and not neglecting those teachers at the top of the salary schedule, who make up 40% of the bargaining unit.

Union Position

The Union maintains that its proposal to compress the current seventeen-step salary schedule to a fifteen-step schedule should be recommended. The Association states that it is important to remember that the fifteen-step salary schedule that it now proposes was agreed to by the parties for the last year in their prior three-year Agreement, but it was not implemented due to the City Council not funding the School District's operating budget for the third year of the prior Agreement.

The Association thus states that the salary compression and the fifteen-step schedule was something that was previously agreed to by the parties and should now be adopted for this successor one year Agreement. The Association further maintains that it lobbied the City Council to override the tax cap so as to increase the funding for the 2022-2023 operating budget, and the City Council then appropriated sufficient monies to the School District to fund the fifteen-step schedule that was previously agreed to for the third year of the prior Agreement that ended up not being implemented. The

Association maintains that as this fifteen-step compressed salary schedule was previously agreed to by the parties it must be concluded that it met the needs of both the District and Dover Teachers, and should finally be implemented for this successor one-year agreement. The Union asserts that this is not a situation where the funds are not available, as the City Council has already appropriated sufficient funds to implement the Union's proposal for the compressed fifteen step schedule.

The Association contends that the Board's proposal to eliminate the lowest three steps and place newly hired as well as teachers who have taught three years at this new entry level step is inequitable to new teachers who have been with the District and moves a step over their first three years of employment, and now not be paid the same as newly hired teachers. The Union further states that the parties in the past have received step increases, and the Board's proposal means that teachers will no longer be paid based on their years of service.

The Union argues that the prior nineteen step schedule that has since been compressed to a seventeen-step schedule, has had a detrimental impact on the lifetime earnings of members of the bargaining unit. Specifically, the Association states that because it took many years for teachers to reach the maximum step, they have been paid lower salaries for the duration of their career. The Union states that in the last round of negotiations its priority has been to compress the salary schedule, the Board agreed to this fifteen-step compressed schedule, that this goal remains just as important now as in the last round of negotiations, and its proposal should be recommended.

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 wages and conditions of employment exist in other New Hampshire School Districts. Seldom will novel and untried solutions be part of a fact finder's recommendations. In making the recommendations in the present report, I have considered the traditional criteria often used by fact finders; concepts such as ability to pay, wages and benefits of comparable school districts, and the cost of living. I have attempted to make reasonable recommendations that are both fair and acceptable to the parties.

All fact-finding proceedings are unique, this is case is somewhat different in that all but one issue has been agreed upon, the parties have agreed to a one-year agreement and the parties have essentially acknowledged that the amount for the teachers' salary increases for the one-year agreement is $1.8 million, the monies budgeted by the City Council. The issue about which the parties are at impasse is what should be the salary schedule for this one-year successor Agreement.

The Union, in an effort to increase the base and provide higher increases for top step teachers, proposed alternate salary schedules that would cost more than the amount budgeted by City Council. At the outset, it must be stated that the amount budgeted must be the funds to be used for this successor one year agreement. It is imperative that the parties use all the funds budgeted by the City Council, and should not seek any increase by way of a supplemental budget request that could further delay reaching a successor Agreement.

The parties are at impasse with respect to their salary schedules. The Board seeks to increase the hiring rate, the maximum rate, and would agree to a 15-step schedule, but in so doing would essentially eliminate the first three steps of the schedule. The Union, on the other hand, seeks to compress the 17-step schedule to 15 steps, have teachers' step placement reflect their years of experience, which is essentially the salary schedule that was agreed to for the third year of the prior agreement, but was not implemented when the School Board did not implement the schedule after the City Council did not fund the School District's 2021-2022 budget.

Upon review of the parties' respective proposals, it cannot be stated that one side's position is correct and the other side's is incorrect. There are merits and shortcomings to both parties' positions. The Board's proposal would eliminate the first three steps, and teachers would no longer be at the step that equates to years of experience. This goes against the history of salary adjustments for Dover, in which years of service equate with years of experience, and teachers have advanced a step each year.

The bargaining history shows that the compression of the salary schedule has been a longstanding goal of the Union, and the parties finally agreed, over the prior three-year Agreement, to obtain a 15-step schedule, which then was not implemented in the third year due to the City Council's action on the School District's budget. Much has changed since this 2019-2022 Agreement was agreed upon. The impacts of the global pandemic have presented issues not previously anticipated, most notably the rampant inflation that has occurred for last year and the present year, and the difficulty of hiring teachers. The Union's proposed salary compression does not do enough for top step teachers or to increase the hiring rate.

There was a 5.9% increase in social security benefits that went into effect at the beginning of this calendar year the highest increase since 1982. The consumer price index ending June of 2022 was 9.1%. Even though there are four months to go in the calendar year it is very likely the increase in social security benefits will exceed the 5.9% of the prior year and be in the range of 8% to 9%. This is the present reality. I cannot recommend a salary schedule that would only provide a 2% increase for the 40% of the teachers who are at the top step, when other teachers would receive considerably higher increases. Moreover, it must be remembered that there was no increase in this third year of the Agreement; this would result in only a 2% increase over two school years when the cost of living for these two years will over 10%. More must be done for these top step teachers who have taught for many years in the Dover Schools.

The facts also show that more must be done for entry level rates for this 2022-2023 school year. The hiring rates for school districts in the region and number of steps in their salary schedules for 2022-2023 school year are as follows

District	Hiring Rate 2022-2033	Steps in Schedule
Exeter Coop	$45,495	10
Exeter	$48,655	10
New Market	$42,783	15
Oyster River	$44,303	15
Portsmouth	$49,818	17
Rochester	$40,382	

Rochester merged steps 0,1,2,3 new hires start at Step 3 and the schedule now consists of step 3-20

Rollinsford	$39,991	8
Seacoast	$47,264	11-13
DOVER 2021-2022	**$37,500**	**17 steps**

Recommendations

It must be remembered that this successor Agreement is for a one-year period, and a wage study will be conducted for the next round of negotiations. It must also be stated that both parties must move off their current positions to reach a compromise agreement within the total cost parameters budgeted by the City Council. Based on the facts and considering the parties' positions, I recommend that the following parameters should be the basis for this one-year Agreement.

1. The parties should reach a one-year agreement for 2022-2023. The amount of $1.8 million should be fully expended for this one-year Agreement.
2. The parties should agree to a 16-step schedule, which would further the Union's goal to reduce the number of steps of the salary schedule albeit have one step more than now proposed by the Union. To be consistent with the parties' history, teachers should be placed on this schedule in a way that reflects their years of teaching experience, the

cost of step increment considered in the $1.8 million dollar amount.

3. The hiring rate for this schedule should be $42,000, and the BA maximum rate should be $72,000.
4. The parties should agree to a salary schedule that provides a percentage-based index that, if possible, provides for a minimum 3% index between steps. The index should provide for the same percentage increment between all steps. Any monies not used toward step increments should be used toward increasing the salary schedule.

Conclusion

I have no illusions that the preceding recommendations are perfect, and realize that further negotiations will be needed to reach an Agreement. I have attempted to balance the interests of the teachers, the School District. I hope that these recommendations are helpful to the parties in reaching a successor agreement.

Respectfully submitted,

Gary D. Altman

Gary D. Altman

Brookline, Massachusetts
August 23, 2022

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Empowering all Learners

MEMORANDUM

To: The Dover School Board

From: William R. Harbron, Superintendent

Subject: SB420 Funds

The Dover School Board has the option of opting out of the Extraordinary Need Grant for Fiscal Year 2023. The deadline for opting out is September 30, 2022.

The amount the Dover School District will receive for FY23 is $225,247.10.

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