



NATIONAL EDUCATION ASSOCIATION • 1201 16th St., N.W., Washington, D C 20036-3290 • (202) 833-4000

MARY HATWOOD FUTRELL, President
KEITH GEIGER, Vice President
ROXANNE E. BRADSHAW, Secretary-Treasurer

DON CAMERON, Executive Director

November 12, 1987

MEMORANDUM

TO: Association Governance and Staff

FROM: John Dunlop, Affiliate Services
Rod Riffel, IPD
Joe Falzon, Research

RE: Analysis of Rochester Agreement and New York City Settlement

ROCHESTER AGREEMENT

The Rochester, New York collective bargaining settlement is getting extensive coverage in the national and education media. It has been held up as a significant step toward the reforms outlined in the Carnegie Report, by such luminaries as Mark Tucker. It is imperative that association leaders and staff understand that agreement. The following is an analysis to assist in that understanding.

The documents the staff worked from included the old comprehensive agreement, running from July 1, 1984 to June 30, 1987; the RTA additions and changes to the old agreement submitted to the membership for ratification and entitled "Contract Ratification," dated September 2, 1987 (attached); and an undated memorandum on RTA letterhead entitled "The Career in Teaching Plan, Revised Draft." The exact status of the career teaching memo is unknown. It appears to be a working paper for bargaining.

Much of what appears in the national and education media on the contents of the Rochester agreement is not encased in contractual language, but rather is an interpretation of what was agreed to, or directions likely to be taken in future bargaining. The simple fact to keep in mind is that the structure of teacher pay, the structure of teaching jobs, and the role of teachers in school site decision making--all matters highlighted in the media--are not fully defined in the current agreement, but rather are matters to be delineated in future bargaining.

Salary Increases

The salary raises provided in the new contract are good in raw dollar terms, but there are factors that cause inequities among existing staff. There are also structural changes, the impact of which cannot be easily ascertained, which will undoubtedly affect over the long-term, teacher efforts to acquire more education. Clearly, the major focus has been on the recruiting salary at the BA beginning level and on changing the structure of how teachers are paid.

For the 1987-88 school year, every teacher will receive an across-the-board \$4,500 raise. This advantages the teachers on the lower steps of the schedule from a percentage raise standpoint. A beginning teacher with a BA degree will go from \$18,983 to \$23,483, a 23.7 percent increase. A teacher on step 10 of the MA +30 lane would go from \$33,031 to \$37,531, a 13.6 percent increase.

For the 1988-89 and 89-90 school years, some current teachers are assigned an index number based on the salary they earned in the 87-88 school year, and which will determine their raises for the next two years. Others are given a flat 11 percent raise for 88-89, and another 11 percent raise for 1989-90. This latter group is called "off schedule" and will over time be placed on the index.

For a BA beginning teacher in 1986-87, on top of his/her \$4,500 raise in 87-88, he/she will receive another \$2,583 in 88-89, and another \$2,867 in 89-90, thereby raising the beginning salary to \$28,935 in 89-90. The total raise for a beginning teacher with a BA degree over the three-year life of the contract will be \$9,952, a 52.5 percent increase. If the 86-87 salary schedule had been kept in place with no changes, a beginning BA teacher could have expected \$22,021 by the 89-90 school year. The new contract therefore, gives a new schedule increase to the beginning BA teacher of \$6,914, or 31.3 percent.

For the MA +30 teacher on the 10th step, he/she will receive, on top of the \$4,500 he/she received in 1987-88, \$4,128 in 88-89, and in 89-90 11 percent, or another \$4,500. The total raise then for an MA +30, 10th step teacher would be about \$13,128, a 39.7 percent raise over the life of the contract. If the 86-87 salary schedule had been kept in place with no changes, a MA +30, 10th step teacher could have expected \$36,448. The new contract therefore, gives a new schedule increase to the MA +30, 10th step teacher of 26.6 percent. In essence, the teachers on the lower steps of the salary schedule continue their initial salary advantage over the experienced veteran teachers during the life of the contract.

Comparatively, the Rochester settlement is no better than some settlements we are getting in Connecticut and elsewhere. For

example, a teacher on MA step 10 in 1986-87 of the salary schedule in Bridgeport, Connecticut (a district comparable to Rochester) will earn \$38,649 in 1987-88 compared to \$35,204 in Rochester and \$43,654 in 88-89 compared to \$40,400 in Rochester. The Bridgeport agreement is for two years, not three. In Fairfax County, Virginia, an affiliate that agreed to significant changes in how teachers are paid (they accepted a merit pay concept), an MA, 10th step teacher will go from \$30,844 in 1986-87 to \$44,646 in 1989-90, receiving a 44.7 percent increase over three years. A comparable teacher in Rochester will go from \$31,512 to \$44,850 over the same period, receiving a 42.3 percent increase.

One thing to underscore in the Rochester and the Fairfax County settlements is that the big raises did not come without a strong hint that significant changes will occur in the job structure and/or pay structure of teachers.

Salary Structure

As noted previously, by 1988-89 and for the 89-90 school year, Rochester teachers will not be paid for earning extra education credits. The old unified salary schedule has been changed. First, the clause in the previous agreement titled "Salary Credit for Advanced Training" is expressly deleted in the new agreement. Second, at the end of the 1987-88 school year, some teachers are assigned an index number for determining their pay over the next two years. This index number is based on their positions on the 1987-88 traditional salary schedule which gives credit for years of experience and educational attainment. But once that index number is assigned to them in 1988-89, years of experience and educational attainment are not factors to be considered in the future. A teacher can do nothing to change his/her index number. Presumably this arrangement will carry over into succeeding agreements.

To see how this all works, we will look at a tenured teacher with a BA degree on step 4 of the salary schedule in 1986-87, and working towards an MA degree.

He/she earns \$22,021 in 1986-87. With the \$4,500 increase in 1987-88 he/she earns \$26,521. By virtue of this salary amount he/she is assigned index number 1.11 at the Residence Teacher level in 88-89 and receives \$28,935. Let's assume that he/she obtains an MA during this school year thereby gaining a permanent teaching certificate and moves to the Professional Teacher level. He/she earns no extra money for this added education, but will be sometime in the future eligible to volunteer for the Lead Teacher level and perhaps a 20 percent increase in pay.

The index levels and pay amounts for 1988-89 and 89-90 are as follows:

<u>Index No.</u>	<u>1988-89</u>	<u>1989-90</u>
1.11	28,935	32,118
1.22	31,802	35,301
1.33	34,670	38,484
1.44	37,537	41,484
1.55	40,404	44,850
1.66	43,272	48,033
1.77	46,139	51,215
1.88	49,006	54,398
1.99	51,874	57,581
2.10	54,741	60,764
2.21	57,609	63,947

Unlike traditional salary schedules, teachers cannot change their index numbers, therefore a teacher assigned index number 1.11 can do nothing to move to index number 1.22 or higher. It is not a salary schedule but rather a pay rate chart based upon factors frozen in time and which cannot be changed by individual action.

The top index numbers for the 1988-89 and 89-90 school years (2.10 and 2.21) cannot be assigned any current employee. Therefore, the top scheduled pay for 89-90, listed as \$63,947 (index number 2.21), may not be received by anyone in the 89-90 school year.

By the terms of the agreement, no one currently employed can be placed on these top index numbers in the 1988-89 and 89-90 school years. The top scheduled pay for the 87-88 school year is \$46,453 for one with a doctorate and 25 years teaching experience. The top index number assigned to this person for computing 88-89 and 89-90 pay would be 1.99. There is no explanation in the agreement for index numbers 2.10 or 2.21.

The \$70,000 figure ballyhooed in the press, is not to be found in the new agreement.

The closest a current teacher could come to the \$70,000, assuming a 20 percent differential (under discussion but not in the agreement) is paid lead teachers, would be a teacher with a doctorate and 25 years of experience in 1986-87. By 89-90, this teacher would earn \$57,874 as a Professional Level teacher, and 20 percent on top of that as lead teacher would give an annual salary of \$69,448. These calculations give insights into the anomalies inherent in the new Rochester salary structure. By the terms of the agreement, no teacher without a doctorate in 86-87 could be given a salary increase for education improvement, if he/she did get a doctorate in 88-89 or 89-90.

The 20 percent differential for lead teachers is really speculative at this point. The agreement presented to the teachers for ratification merely states--"Lead teachers shall receive a stipend above their salary as Professional Teachers. Such pay will be in recognition of the additional time/work and additional

responsibilities". Lead teacher pay still has to be spelled out contractually through negotiations between the parties and, whatever that agreement is, will not be implemented before July 1, 1988.

It is hard to ascertain by the terms of the agreement how new hires in 1988-89 and 89-90 will be placed on the salary structure, particularly those who have tenure and are permanently certified. Under New York tenure law, an employing school board has the discretion to grant or not grant tenure to a new hire who has tenure in another district. The district in such instances could put a new hire on tenure, or place him/her on probation for up to two years.

Career Ladder

The new agreement calls for all teachers to be divided into four categories by July 1, 1988, under what it labels the "Career in Teaching Plan". These four categories are: Level I--Intern Teachers (new hires with no previous experience); Level II--Resident Teachers (teachers without permanent certification); Level III--Professional Teachers (tenured teachers with permanent certification); and Level IV--Lead Teachers (professional teachers who volunteer, and are selected, for certain instruction and professional related functions to be determined by a Joint Governing Panel).

Residence Level Teachers are placed on index numbers 1.11, 1.22, 1.33, or 1.44 depending on their credited experience and degree level in 1986-87. Professional level teachers are placed on index numbers 1.11 through 2.21 depending on their credited experience and degree level in 86-87.

It is important to note that these pay structure categories are built, in part, upon a program called the Peer Assistance and Review program previously agreed to by the parties. This program was designed to provide assistance to new teachers through mentors, i.e., selected experienced teachers.

The Intern and Resident Teacher categories are roughly analogous to what is commonly labeled probationary teachers. A probationary teacher is non-tenured and teachers in the Intern and Resident Teacher categories will also non-tenured. The difference is that a Resident Teacher might be tenured but not permanently certified, a condition precedent to achieving the Professional Teacher level, or permanently certified but not tenured.

The specifications of lead teacher pay, lead teacher selection, and lead teacher duties are to be bargained by the parties over the next year, with any agreement subject to approval by each party. General guidelines on these matters are contained in the new agreement.

The agreement lists a variety of duties that may be assigned to lead teachers in two broad categories of instruction related or professional related functions:

Consulting teachers in the PAR Internship
and intervention program

Adjunct faculty at schools of education
in local colleges/universities

Curriculum specialists

Staff development specialists

Test/exam specialists

Research specialists

Demonstration teachers

The agreement only briefly describes the criteria to be considered in choosing a lead teacher:

Evidence of professional growth

Demonstrated outstanding classroom teaching
ability

Demonstrated effective written and oral communication
skills

Demonstrated ability to work cooperatively and
effectively with other professional staff members

Extensive knowledge on a variety of classroom
management and instructional techniques

The exact dimension and impact of these contractual guidelines are to be determined in the bargaining over the lead teacher position over the next eight months.

As a general matter, the exact impact of structural changes in the way teachers are to be paid under the Rochester agreement, and the categories to which they are assigned (particularly the lead teacher position), is difficult to ascertain at this point in time. The concepts contained in the new agreement may be harbingers of significant change, or they may be simply shadow concepts unlikely to be filled out in the bargaining to follow.

It is not impossible that a monetary and qualifications gulf could arise between the Resident Teacher level and the Professional Teacher level over time and through successive rounds of

bargaining, thereby giving shape to the idea being offered by some reformers that the majority of teachers in the future should be low level drones supported by a few highly paid, superior professionals. This may be an area more critical to monitor than the lead teacher category. The avenue of development taken will depend on the internal politics of the RTA and the demographic changes likely in the teaching forces over the next three years. The new agreement is a signal for change, the exact dimension of which will play out over time with the self interest of the current teaching staff playing a critical and not easily disregarded role.

Implementation of the Career Ladder

A Joint District-Association Committee, co-chaired by the Superintendent of Schools and the Association President will "determine the specific details of the Career in Teaching Plan" subject to the approval of each party, "establish operational procedures, develop all necessary forms and documents, and generally manage and the (sic) direct the program...(and) select the Lead Teachers."

School Site Decision Making

The new agreement calls for the superintendent and the Association to "cooperatively participate in the development of school based planning at each school location..." The RTA president has stressed in press reports that one has to see everything in the new agreement as fitting together in a grand design. In Education Week (Sept. 30, 1987) he was quoted as saying--"So many things in this contract fit together...Threatening the essence of any one of these major provisions is a threat to the entire endeavor". The "School Based Planning" concept in the agreement is one of these major provisions in the eyes of the RTA, but aside from the contractual provision cited above there is no contractual explication of the philosophical underpinnings to the school planning concept. This vagueness is no doubt calculated given the reactions of the administrators over the Peer Assistance and Review program. The administrators' union, affiliated with the AFL-CIO, brought suit trying to block the program as a usurpation of the functions of supervisors and managers. They received no legal vindication, but obviously the superintendent is going to have move cautiously on similar matters in the future, and the school planning concept could be a real battle ground in the next year.

Seniority

Press reports (see Education Week, Sept. 30, 1987) focus on the RTA giving up seniority as the determining factor in voluntary

transfer requests by teachers. In fact the RTA's giving up seniority in such situations is in the words of the agreement, "contingent upon successful development of a mutually acceptable school based planning mode."

Added Work Time

In the 1988-89 school year Rochester teachers will work an additional three days above their current 185 day work year, and in the 1989-90 school year two more days bringing the teacher work year to one hundred and ninety days.

Teacher Evaluation

The evaluation article was changed in the new agreement by dropping reference to supervisors and administrators as teacher evaluators. The original agreement read:

Evaluations and observations shall be made by administrative and supervisory personnel duly appointed by the Board of Education to a position which includes responsibilities for the evaluation and observation of staff. Final evaluations of a teacher may be a result of one more observations conducted by one or more members of the City School District's administrative and supervisory staff.

This passage has been changed to read:

Evaluations and observations shall be made by personnel duly appointed by the Board of Education to a position which includes evaluation and observation of staff. Final observations must be based upon at least one or more observations conducted by one or more members of the City School District's staff.

This may simply be a cleaning up prompted by the administrators' law suit or it may be much more. Although no specific language, either in the contract or in press quotes of the principal parties, indicates any such development, one could speculate that this change of wording of the evaluation clause may be setting the stage for utilizing lead teachers in some teacher evaluation capacity, even beyond the current use of bargaining unit members as mentors under the Peer Assistance and Review program. Obviously a number of problems are posed by such a development. First, the RTA must convince its members that members can evaluate members, and second the Rochester administrators may see such a development as further teacher union intrusion into their job sphere.

Salary Funding

By our estimates, the financial underpinnings of the RTA agreement are relatively solid due in part to the existence of a school fund surplus, the ability of the superintendent to effect economies, and the predictability of school revenues and the economies that can be realized through the restructuring of teacher pay. In one press report, the Superintendent was quoted as saying that the cost of the proposed contract would be close to what a conventional contract would have cost if the district continued giving teachers automatic increases for seniority and extra education, plus a seven percent pay hike for each of the three years.

One piece of datum we are missing is where teachers are placed on the 1986-87 salary schedule. This information would help us analyze the cost of the total package and ascertain directions likely to be taken in future rounds of bargaining.

NEW YORK CITY SETTLEMENT

Four things have been emphasized in the recent settlement of the New York teachers collective bargaining agreement which will be in effect over the next three years. These are:

1. The pay raise over the next three years;
2. A "School Based Option Plan" allowing teachers to modify parts of the collective bargaining agreement;
3. A "Peer Intervention Program" to assist teachers in performance difficulties; and
4. A "Professional Conciliation Plan" designed to provide a vehicle for school faculties challenging administrative decisions.

Pay Raise

A beginning BA degree teacher will get a 8.25 percent raise in 1987-88, a 6.24 percent raise in 88-89, and a 8.7 percent raise in 89-90. The starting pay in 89-90 will be \$25,000.

A MA +30 teacher with twenty years of experience will get a six percent raise in 1987-88, a 6.16 percent raise in 88-89, and a 9.17 percent raise in 89-90. This teacher will earn \$50,000 in 89-90.

Al Shanker, in his "Where We Stand" column in the New York Times, September 13, 1987, noted that the "salary range that the UFT achieved for the contract's third year is not the best in the New York metropolitan area," and that "there is still a long way to go to make salaries competitive with neighboring areas".

School Based Option Plan

This article allows the Union chapter in a school to modify provisions of the agreement on matters related to class size, rotation of assignments/classes, teacher schedules and/or rotation of paid coverages for the entire school year.

Any modification must be agreed to by 75 percent of the school faculty voting under procedures determined by the union AND approved by the Union District Representative, the President of the Union, the appropriate Superintendent and the Chancellor.

Modifications agreed to and approved can last only one year and cannot be subject to the grievance and arbitration procedure in the agreement.

This article is obviously an attempt to give school faculties some influence in school site decision making. How it works out in practice will depend on the receptivity of the school site administrator and the willingness of centralized union leadership to approve contract variations at the work site level.

Peer Intervention Program

Assistance will be provided teachers who "believe that their teaching competence will benefit from that assistance".

Participation is voluntary and confidential. The assistance process is contractually insulated. Intervening teachers (those assisting teachers requesting assistance) cannot be subpoenaed by the board or union in any proceeding, nor can an arbitrator accept evidence from an intervening teacher.

This is somewhat like the Rochester Peer Assistance and Review program but clearly more tentative. Its success will depend on the quality of the intervening teachers selected and the confidence that can be built up over time in the efficacy of such a program.

Professional Conciliation Plan

In a selected number of areas (curriculum mandates, textbook selection, program offerings and scheduling, and student testing procedures and appraisal methodology) union school chapters may

request that a conciliation expert be selected to help resolve school faculty/administration disputes on these educational issues. It is a nonbinding process not subject to the grievance procedure, but the matters involved in such disputes may be subject to the grievance procedure.

This is an attempt to provide third party intervention in work site disputes on selected matters. Along with the School Based Option feature, its success will depend on the willingness of the parties to utilize it in good faith and the skill of the conciliators selected. Both are seemingly serious efforts in a highly bureaucratic school system to give teachers a voice in critical matters at the work site level. They provide the framework for dialogue, but the decision making is still in the hands of the administration. It should be noted that the union as a union plays a key role in both processes. It is only through the local union chapter that school faculties can activate these processes.

Summary

All of the above can be judged to be modest gains. The raises are not what we would call breakthroughs. They are steady but modest improvements in the pay of teachers. In all probability, New York City teachers will probably be in the same relative position in 1990, vis-a-vis other comparable school districts, as they were in 1986.

The non-monetary aspects are even more modest. They are evolutionary, not revolutionary, attempts to open up school site decision making to teachers.