

# Basic Negotiations

1. Seek administrative feedback
2. Consider regional economic factors
3. Review VSBA web sources
4. Decide team and attorney roles
5. Establish board priorities
  - a. Target increases – beginning or veterans
  - b. Incentives: buy outs, cash-in-lieu, paid to serve on committees
  - c. Salaries and benefits (75% of your budget)
6. Laws: Teachers – VSA 16, Staff – VSA 21
7. Decide and budget “new money”
8. Team meet with union
9. Establish ground rules (examples on VSBA web resource page)
10. Agency Fee
11. Supervisory Union bargaining (Act 82)
12. Be prepared for long process
13. Union tactics
14. Strike
15. Arbitrators and mediators

# Preparing for Negotiations

In the opinion of one veteran negotiator for school districts, “Successful negotiating is one part face-to-face discussion and nine parts homework.” Collective bargaining requires preparation that is lengthy, detailed, logical, and thoughtful. Long before the process of negotiating begins, the board must provide clear sense of the direction it intends to take in negotiating and how it intends to reach the objective of securing a reasonable contract.

In preparing for negotiations, boards should account for local variables. Although your board may have consulted other districts, private consultants, or state and national organizations, questions of dynamics can substantially alter the standard steps for preparing to negotiate.

For example, the size of the school district will affect the kind and extent of planning a board must do. In a smaller district, informality may be the rule, and the negotiators may know each other well. Generally, the larger the school district, the more complex negotiations become and the more complex the items to be addressed in planning will be.

Here are some other factors that can dictate the course of the board's (and its administration's) planning activities:

- \* The amount of pressure that exists. The board will have to modify its approach if teachers are particularly militant, if the district's financial position has changed markedly, or if a strike deadline is hanging over the board.
- \* Your own attitudes. If the board is convinced it's not going to give an inch, or if it is locked into a certain posture dictated by legal or financial considerations, planning must be adjusted to account for handling these limitations.
- \* The current state of employee relations. If employee relations are amicable, the degree of planning may be altered by the simple fact that there will be less to negotiate. Conversely, if the administrators, the board, and the employees have been engaging in a war over policy issues, planning efforts will have to include a strategy for keeping those issues off the bargaining table.

## **PROCEDURAL STEPS**

Once the board has considered local adjustments, its preparation should involve four steps. To complete these steps, the board will need to rely heavily on the administration.

## **RESEARCH THE EXISTING CONTRACT**

Past performance under an existing contract should provide the board with a quick reference to areas likely to be addressed in the upcoming negotiations. For example, if principals report that a significant number of grievances filed under the existing contract had to do with safety considerations, the board should watch for work environment issues to come to the table. If numerous teachers take advantage of educational benefits, such as sabbatical leave or tuition reimbursement, the board can expect the union to seek to keep these benefits. The process, however, does go both ways: If the board feels the benefits are too costly, it can plan to use them as bargaining chips in exchange for concessions in other areas.

One function of researching the existing contract is to identify those provisions to which both parties can agree early in the negotiations and to local weaknesses or possible sticking points that will require more detailed planning and tougher bargaining.

Another function of researching the existing contract is to consider the impact of recent changes in the law, whether state or federal, as well as landmark legal cases. The Americans with Disabilities Act requires reasonable accommodations in some instances, thus affecting transfer clauses and sometimes seniority provisions. Similarly, Family & Medical Leave Act provisions can drastically affect leaves of absence provisions if not taken into account in collective bargaining. The lesson: Research your existing contract and policies, and recent state and federal law, before you negotiate.

All grievances and arbitration cases should be cataloged by article and section in the old contract to see if language modification is necessary. To find out what areas are in particular need of attention, survey building principals on what language works and which does not. Survey central office for suggestions on operations and finances. Survey board members to determine critical issues from their points of view. After the surveys are in, compile a list of issues, and let those who participated in the survey review the results.

### **GATHER SALARY DATA AND OTHER INFORMATION**

([www.vtvsba.org](http://www.vtvsba.org) – select Salary folder) Many factors will affect what kinds of wage and benefit proposals a district can put on the table with any degree of reasonable assurance they will be accepted. Budget data, anticipated tax rates, growth projections, capital requirements, inflation rates, projected interest rates, and the direct cost of fringe benefits will play a dual role. They will help the board frame negotiable limits for economic proposals, and they will help the board formulate counter proposals to unreasonable union demands.

Comparability is another factor. Comparative data from nearby school systems is certain to be a factor in the negotiations. Often, the first negotiated contract in an area will become a bellwether for union or board negotiators, providing a basis for either escalation or moderation of demands in neighboring districts.

The comparability issue can be internally sensitive if a school district is bargaining with more than one exclusive representative (union) for separate contracts. For example, if maintenance workers agree to an 8% pay raise, teachers may not be willing to settle for 7%. The same is true for administrative raises, particularly those given during the negotiation process in other bargaining units.

The importance of wage and other statistical data cannot be overstated. A settlement that is visibly inferior to other contracts in the same area will be seen by union members as a “victory” for the school board at their expense. You can be sure that union negotiators are aware of this attitude and will seek to avoid such a “defeat.”

Have your business office develop cost data for use in bargaining. If your teachers are paid on a salary grid, locate the number of teachers on each step and column and have that data available for each team member, as well as the board. Cost out the cost of increments (movement of teachers up a step) without any raises. This produces a fixed or built-in cost. Cost out what 1% will cost, and how that figure will escalate each year of a multi-year contract. Determine cost-of-

living increases or other budget factors that apply to your fixed costs. Cost out each fringe benefit that applies to teachers. Determine what percentage these costs are when compared to salaries. This information is essential at the bargaining table, and it may also be useful later in impasse resolution procedures or when comparing with other contracts from similar districts.

### **ESTABLISH PARAMETERS AND POSITIONS**

One of the board team's most important roles is deciding how to negotiate and what to negotiate. Your team's first decision might be, for example, whether to "counter" or "initiate" (i.e., argue union proposals or make your own). Most boards find raising their own issues to be preferable because it allows them to negotiate from the strength of being on the offense.

As the team begins to map out the issues it expects to be placed on the table by either party, it should develop several positions per issue. Bargaining, after all, is a give-and-take process, and most boards (particularly on economic issues) find it useful to have low, middle, and high-range proposals quickly at hand.

Establishing parameters and positions is no more than examining facts and assembling preliminary proposals that will move the negotiations toward the predetermined areas of settlement sought by the board. The board should set priorities among those areas. But remember that it is easy to be tough in May, but is much more difficult two weeks into a teacher strike in September to remember why you picked that particular issue to fight for. Parameters should be reasonable and clearly communicated to the bargaining team, and they should be honored when returned with a tentative agreement.

### **PLAN A STRATEGY**

Strategy sessions should include key members of the administration, any outside negotiators the board will be using, and every board member. It is in the strategy sessions that most boards develop priorities for the negotiations. Also, the strategy sessions will usually include an assessment of the union's likely posture. Short-term, at-the-table strategy should be left to the bargaining team, however.

Part of the board's strategy is to determine: who will make public statements the superintendent, board president, or chief negotiator; whether individual board members should speak, and if so, to what extent; and whether the board will stand firm on issues to the extent of a strike. If a strike is possible, the board should develop and adopt a strike plan that is sensitive to outside and/or past issues that can affect the success of everyone's efforts:

- \* be willing to take a risk for the success of the collaborative effort
- \* do its homework!

*Source: Updating School Board Policies,  
National School Boards Association*

# Negotiating With School Employees



	<b>Teachers (Title 16, Chapter 57)</b>	<b>Municipal Employees (Title 21, Chapter 22)</b>
Employees Covered	Any person licensed as teacher who is not an "administrator." [Sec.1981]	Any employee of "municipal employer" except: (1) elected officials, (2) supervisors, (3) probationary status employees, (4) confidential employees, (5) certified school employees.
Recognition of Employee Bargaining Unit	Employees select unit, recognition by board mandatory. American Arbitration Assn. supervises disputed election. [Sec.1991, 1992]	Employees select unit, recognition by board mandatory. State labor relations board supervises certification of unit. [Sec.1723, 1724]
Delegation	Negotiation may be delegated by board; not final ratification. [Sec.2009]	Negotiation may be by "designated representative" or legislative body. [Sec.1725]
Mandatory subjects of bargaining	<ul style="list-style-type: none"> <li>* Salary</li> <li>* Related economic conditions of employment</li> <li>* Grievance procedures</li> <li>* Any mutually agreed upon matters not in conflict with statutes. [Sec.2004]</li> </ul>	* Wages, hours and conditions of employment ("directly affecting economic circumstances, health, safety or convenience"... not "bargainable matters of inherent managerial policy.")
Agency service fee	Authorized subject of bargaining.	Authorized subject of bargaining. [Sec. 1734]
Mediation	By joint agreement at impasse. [Sec.2006]	On request of either party, or on initiative of commissioner of labor. Mediator appointed by commissioner of labor. [Sec.1731]
Factfinding	On request of either party. No required factors for consideration. Non-binding recommendations public after 10 days. [Sec.2007]	On certification by mediator. Required factors for consideration. Non-binding recommendations public after 10 days.
Arbitration	Binding Interest Arbitration available by mutual agreement. Jurisdiction of arbitrator defined by statute. [Subchapter 4]	By agreement or vote of municipality. Required factors for consideration. Decision binding unless vacated by court on specific grounds. [Sec.1733]
Finality	Board may declare after full compliance with statutory process. On matters in dispute only. [Sec.2008]	No finality provision.
Strikes and Injunctions	Limited right to strike. Enjoined only for "clear and present danger to sound program of school education." [Sec2010]	Limited right to strike. Enjoined if "danger to health, safety, welfare or public," or after entering binding arbitration. [Sec.1730]

# Lessons Learned On The Way To Collaborative Bargaining

Collaborative bargaining is a process where both the board negotiations team and the teacher's union agree to receive advance training and to work together to reach agreement on mutual bargaining points. It is much less adversarial than traditional collective bargaining.

- The process of collaborative bargaining is slower on the front end than collective bargaining.
- Training is critical. It must be thorough and not rushed because of the desire to begin problem solving.
- Writing things down on a flip chart or blackboard is important to help focus the group.
- Goals and group agreement should be renewed periodically. Begin each meeting by reading the goals and agreements.
- The information and data needed should be available at the first meeting. It should be precise and open, especially when dealing with money issues.
- It is critical to share concerns and discomfort about group process and personal issues with the group while it is in session.
- Teachers and the Board should have a back-up person attend the training in order to facilitate an easier transition caused by the possible loss of a regular member.
- The need for joint communication from the team to their respective constituents is imperative.
- It may be difficult to overcome baggage from previous years of collective bargaining (i.e., language, procedure).
- Complex contract language developed through collective bargaining needs to be reduced to language that can be easily understood.
- Between meetings, it may be easy to forget some of the reasoning that led to agreements and understandings from the previous meeting. Therefore, we recommend accurate notes and timely dissemination of the same.
- The team must:
  - \* understand the process
  - \* understand the issues
  - \* be willing to work towards mutual agreement/consensus