

Collective Negotiations in Education



EDU 5721
Pre-Negotiation Problem Sets

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Problem Set #1

CONFIDENTIAL

To: All Principals

From: Dr. Loraine Anderson, Superintendent

Re: Review of Contract with Ridge Education Association

Each year at this time, the Administration gathers information for our Board negotiating team regarding the current contract. This year with the continuation of the poor state economy, there will be greater pressure to hold salaries at inflation levels and to bargain for a variety of cost-containment measures on fringe benefits. However, I maintain that contract language, or its lack thereof, can be a powerful management tool. One we should not ignore because of the more popular focus on the economic impact of a settlement.

To accommodate a most successful review of the current agreement between the Ridge Board of Education and the Ridge Education Association, I would like you to examine the Ridge contract and define the following terms which are incorporated within the document. As a principal, it is important that you continue to be well versed in our contract as you work with our teaching professionals.

*Annual Service Fee
Representation
Work Continuity
Tenured/Non-Tenured
Recognition
Salary Schedules
Grievance Procedure
Co-Curricula Activities*

*Reopener
Save Harmless
Layoff/Recall
Per-Diem
Work-Load
Leaves-Types
Stipends
Transfers*

Next, from your experience, please address each of the following sections of the current contract.

Pay Dates - In your reading of the contract what issues do you anticipate the association will bring to the table? What is your interpretation of the district's current practices with respect to issuance of paychecks?

Salary Placement - With respect to placing staff on the salary schedule, what issues do you currently encounter with this section? What is your interpretation of how teachers are currently placed on the salary schedule? How will the move to site based management impact your ability to manage this section? What recommendations if any, would you make?

Leaves - What is the length of time that may be granted for each leave and to whom does the teacher request the leave from? What problems have you encountered with this section (be specific as to the type of leave and the problem). What are your recommendations for addressing these problems? What leave section do you anticipate the association wanting to expand the rights of teachers and why.

I look forward to meeting with you on *February 3rd, at 5:00 PM* to discuss your responses to this memo. Please come with your information in writing to facilitate our discussion. Your experiences and input are invaluable as we begin our preparations for the upcoming negotiations.

Problem Set #2

TO: All New Principals

FROM: Superintendent

At our last new principals' meeting, you identified several contractual concerns you wished to clarify. I have listed those concerns for you in this memo. Please research these concerns by our next meeting by locating them in the contract so we may discuss our response to them.

1. A teacher with two-and-one-half (2-1/2) years experience in our district is requesting a sabbatical leave.
(Article _____, Section _____, Page _____)
2. The Board of Education wants to eliminate the elementary intramural flag football program because of low enrollment.
(Article _____, Section _____, Page _____)
3. A teacher's car was vandalized during the day in the school parking lot by one of his students.
(Article _____, Section _____, Page _____)
4. A non-tenured teacher is requesting a child care leave.
(Article _____, Section _____, Page _____)
5. A new principal is requiring his teachers to attend a staff development meeting on Saturday morning.
(Article _____, Section _____, Page _____)
6. A teacher decided to admit himself to the hospital on Sunday for his elective knee surgery scheduled for Monday.
(Article _____, Section _____, Page _____)
7. After several snow days, the union is raising an issue regarding the number of days remaining in the contractual work year.
(Article _____, Section _____, Page _____)

8. The maximum number of students that can be assigned to an academic subject high school teacher.
(Article _____, Section _____, Page _____)
9. A teacher is demanding to see his personnel file to see if a parental letter of complaint has been placed there.
(Article _____, Section _____, Page _____)
10. A teacher with documented performance problems has his step advance withheld.
(Article _____, Section _____, Page _____)
11. Four (4) teachers on Step 10 of BA column who were hired in 1987 want to advance to Step 11.
(Article _____, Section _____, Page _____)
12. A teacher in the elementary school demands a transfer to a vacant position at the middle school based on her thirty years seniority.
(Article _____, Section _____, Page _____)
13. A teacher is requesting five (5) consecutive personal days immediately following Christmas vacation and is marking the reason for the request as "private."
(Article _____, Section _____, Page _____)
14. The Board voted to lay off the two most senior members of the English department because of their high salaries.
(Article _____, Section _____, Page _____)
15. A teacher wants to file a grievance because his significant other has been denied insurance coverage.
(Article _____, Section _____, Page _____)

Problem Set #3

TO: All New Principals

FROM: Superintendent

As a result of our last meeting, there were several concerns raised by you regarding the legality of several current issues. I have listed these issues below. Please review them prior to our next meeting and tell me if you think each issue is a LEGAL subject of bargaining or if it is ILLEGAL.

1. A teacher who is adopting a baby has filed for maternity disability leave.
2. The union wants to negotiate a peer review program as part of the evaluation system.
3. The Board has sent out a memo asking all teachers who have been tested HIV-positive to respond in confidence to the Board to identify themselves.
4. The union demands to negotiate a stipend for the newly created Young Astronauts Club.
5. The Assistant Superintendent for Finance and Personnel's Administrative Assistant has notified the Board that she wants to be part of the teachers' bargaining unit for pay purposes.
6. A teacher with a French 7-12 certificate has volunteered to teach Spanish full time because his is Hispanic and Spanish is his first language.
7. The high school principal has sent a memo informing teachers that they cannot attend jury duty during the school year due to the substitute shortage.
8. The union has demanded information about chemical exposure in the copy center and asbestos testing.

9. The Administration wants to offer an Early Retirement Incentive Program for teachers between ages 60 - 65. Teachers would be given \$5,000 per year for each year away from age 65 on the following scale:

Age 65	=	\$ 5,000
Age 64	=	\$10,000
Age 63	=	\$15,000
Age 62	=	\$20,000
Age 61	=	\$25,000
Age 60	=	\$30,000

10. The Union is demanding to negotiate a 175-day student year with five (5) additional paid snow days added in.

Problem Set #4

Problem: Working conditions are not equitable for all teachers. Some elementary teachers are treated differently from other elementary and secondary teachers. Elementary teachers receive less preparation time than do other teachers, and their preparation time is broken up into shorter segments.

Background: The Ridge Teachers Association is being influenced by a small group that believes some teachers are being singled out for unionism. This cannot be proved, and the leadership recognizes it. To aid its membership and promote the agenda of fairness, the association has launched a campaign to insure fair treatment of all teachers. To start this campaign the Association has decided to address the issue of preparation time.

The Association believes that by providing some teachers differing amounts of preparation time, the administration is, in effect, creating differing workload standards, thus producing a variety of employee classes. The administration has either knowingly, or ineptly created differing workloads among teachers. In effect, has negotiated individually with teachers. This is clearly a violation of the contract.

High School staff receive one preparation per day equalling fifty (50) uninterrupted minutes. Elementary teachers receive three (3), thirty (30) to forty (40) minute preparation periods per week depending on the grade. Elementary teachers receive the preparation time when their students are involved in art or music enrichment, library time, and physical education. Older elementary children receive a longer lesson than do the younger children.

Directions: Your assignment is to present two briefs from two perspectives of this issue. One brief will be filed by the administration for the Board. The second will be a brief by the Association for their membership.

Each brief will need to include the minimum information:

- Define the issues
- Implications
- Solutions

It will not be sufficient to recommend a solution without supporting evidence. Your evidence will need to include language that is consistent with the contract, defines the financial impact, and represents a defensible solution(s). If your position represents, "no change," you must provide evidence supporting this position.

Teacher Student Ratios

<u>School</u>	<u>Teachers</u>	<u>Enrichment Teacher</u>	<u>Students</u>
Kennedy	62.15		813
Lincoln	46		601
Jefferson	30.75	(4)	400
Washington	27.25	(3.5)	353
Roosevelt	34	(4.5)	451
Truman	28	(3.5)	363
	<hr/>		
	228.6		2981

Itinerant teachers at the elementary level include music and art teachers, librarians, and PE teachers. These itinerant teachers are already included in the teacher totals. These are not additional teachers.

Jefferson and Roosevelt have their itinerant teachers all day and all week. Washington and Truman have a librarian and PE teacher all day and all week. The remaining four teacher (.5 from Roosevelt) equivalents are split among these three schools. Because of school rivalry and parental pressure, the administration has assigned one itinerant teacher per one hundred elementary students (1:100 students).

Teachers at Kennedy and Lincoln teach five (5) classes per day. They have one period for preparation and one period for lunch. Teachers at the remaining elementary schools have PE, library and either music or art once a week each. During these times teachers are free of supervision responsibilities. Music and art are rotated every other week. Each itinerant teacher is provided preparation time and set up time between classes since they travel from room to room. There is no additional classroom space for the music and art teachers. Classroom teachers are expected to escort their children to and from the library and gym.

Problem Set #5

Problem: The Administration has informed the Association that the health insurance carrier can no longer provide the coverage now held by the district. This represents a significant change to what was agreed to in good faith at the recently concluded negotiations.

Background: During the recent negotiations the Board and the Association agreed to the following:

- 1) Increased deductibles and co-insurance payments to the costs of hospitalization.
- 2) Coverage for hospitalization would remain at 485 days.
- 3) Individual lifetime maximum of two million dollars, would not change. The important issue is that the last two items would remain separate and the hospitalization cost would not fall under the lifetime maximum benefit.

The Board has now determined that as a result of the insurance carriers underwriting changes they cannot provide the exact benefits for a group the size of the Ridge School District. Writing a rider to the policy would prove too expensive, and the branch manager does not know whether the company would accept it. The Board has been told that the new coverage reduces hospitalization to 365 days and a lifetime maximum of one million dollars. This is in addition to the increased co-insurance of two hundred dollars per year, per teacher. The deductible was also raised from fifty dollars to two hundred dollars per year.

The Board and Association has reacted to this with a number of potential solutions:

1. Find a carrier who can provide the same level of benefits (exact benefits will be difficult to duplicate).
2. Remain with the current carrier and initiate the changes. This may open the Board to a potential legal action should a member be denied benefits under this contract.
3. The Board repudiates the settlement and forces the re-opening of negotiations.

Directions: Your assignment is to present two briefs - one from each side of this issue. It will be important to analyze each alternative and its potential impact. As you review the alternatives, make note of any solutions. One brief will be filed by the administration for the Board. The second will be a brief by the Association for their membership.

It will not be sufficient to recommend a solution without supporting evidence. Your evidence will need to include language that is consistent with the contract, defines the financial impact, and represents a defensible solution(s). If your position is, "no change," you must provide evidence supporting this position.

Definitions

Insurance Terms

- Deductibles** The amount that is not covered by insurance programs. These are the first dollars spent for medical care. The higher the deductible, the lower the premium cost for the policy. For example, a \$500 deductible may result in an annual premium of \$3000. A \$100 deductible may result in an annual premium of \$4000. The higher the deductible, the less the insurance company pays, and the more the individual pays.
- Co-Insurance** Is the portion of insurance the individual is responsible for paying. Many policies cover a set percentage of acceptable expenses. If you refer to section 4 (pg.17) of the contract you will note that the insurance carrier will cover 80% of costs, and the individual is responsible for the 20%. This 20% represents the co-insurance.
- Life Time Maximums** Many insurance policies will include a face amount. This is most obvious with life insurance. A life policy is purchased for \$50,000, \$100,000, or other face amount. The same is true with health insurance. Under many policies, a company will set a ceiling for benefits. This is really not a major issue to people in good health. For those with serious health problems, the life-time maximum can be a source of real concern.
- Group Insurance** As with production, the larger the number, the lower the production cost. If an insurance company can insure 100 people, it can spread the cost among the 100 people. If it can insure 1000 people the same is true. It is more efficient to insure larger groups than to insure individuals. The risk is spread out.

Problem Set #6

Problem: The Association is preparing for the upcoming negotiations with the Ridge School Board. The Association team is determining a salary increase they will initially propose, but realizes that they must prepare an extensive data base. The team wants to know how much each proposal will cost the district. They believe the district can afford an increase in compensation, but they must prove their case should they need to go to arbitration.

The team has not decided what salary increase their initial proposal will seek. They are contemplating adding three more rows (18-19-20) and restructure the columns to reflect:

BA - MA - MA18 - MA36 - MA45 - MA60 - MA90/PhD

The association team is also exploring adding \$1,500 to each step on the schedule as another alternative. The proposals range from adding this amount to the current schedule, as well as adding it to a schedule that has three (3) additional rows (18-19-20). The team is now computing all the changes and developing a varied presentation to introduce at the table.

The Board's team is also planning for the upcoming negotiations. The team realizes that the Board and the superintendent are leaning toward, "no raises." They have decided to ask the team to prepare supporting evidence based on numbers the teachers are expected to propose. The Board's team recognizes that it will be too late to develop a strategy once negotiations start, they want to prepare for a variety of alternatives early.

The team set out to determine the cost of adding \$500, \$1000, and \$1,500 to each step. They have also prepared several schedules that reflect percentage increases. The Board's team will carefully compute this data and be prepared to evaluate how each proposal will affect the district finances.