

Steven Klein

Hammer it Out

*Want to survive
the next round of
contract negotiations?
An Oregon school
board member shares
his lessons learned*

For board members unaccustomed to union politics, negotiating a new teachers' contract can be daunting. Boards in larger districts can avoid some pressure by subcontracting with third-party agents, such as a state school boards association representative or attorney, to handle the negotiations. But in smaller districts, board members and superintendents often meet directly with union and teacher representatives to hammer out agreements.

In February 2007, this was the situation in the

Riverdale School District in Portland, Ore. Faced with declining enrollment and insufficient state revenues, the board wanted to reduce salaries and renegotiate a number of contract benefits, including an extremely generous retirement stipend and health benefits and a significant number of sick days that drained district finances and adversely affected instructional quality.

Contract negotiations offer an opportunity to fine-tune your contract—to align expectations with practice and to update language to reflect current and anticipated fiscal realities. Whether your board is planning to subcontract or lead its own negotiations, you will be up against a seasoned union veteran trained in negotiation strategies. You likely can't match your opponents in experience, but you can take steps to increase the likelihood that you will come away with a deal that is acceptable to the board.

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Before negotiations begin

In most cases, you will inherit a contract negotiated by your board predecessors, who may have lacked bargaining experience or the foresight to anticipate how contract concessions might play out in the future. Times also change, meaning that some benefits or contract language may no longer be appropriate.

Prepare for negotiations by having all board members carefully read the current contract to identify conditions that require attention. Rely on the superintendent and administrative team to provide historical context for existing contract provisions, and ask that they identify programmatic, scheduling, and other issues that might require modification.

Before opening negotiations, meet a number of times to review issues and plan negotiation strategy. Finally, request that your attorney or state school boards association review the contract to identify legal language or provisions that require updates or correction.

To prepare for negotiations, consider these suggestions:

■ **Assign priority to contract provisions:** Ideally, you would remove all objectionable language from the contract, but in practice you may have to compromise on some terms. If you must let existing language stand, look for provisions

Joseph A. Zavarella

As one of the more fortunate lemmings in today's workforce, I had a job that I loved. I was a very good sixth-grade public school teacher who received accolades from students, parents, and my bosses, with an occasional half-hearted nod of approval from colleagues.

I was thought to be so good at the job that my superiors decided I should become a principal, a fate I gleefully accepted because it paid so much better. I was told that my ability to work with youngsters could be of great value to teachers if I served in a mentoring position. I bought the argument and prepared to be a teacher of teachers.

It didn't quite work out that way.

Why is work a bargaining point?

I started teaching in 1963, the dawn of an era of great social change for school districts. Over the next two decades, we made great strides and teachers unions became stronger and more powerful. By the mid 1980s, however, it became obvious that school boards had made many concessions on work rules that diminished the principal's role and effectiveness.

When I became a principal, after-school teachers meetings were limited to one to three 60-minute sessions a month. Parent meetings were limited to two report card conferences a year. All out-of-classroom duties, such as hall monitoring or playground and cafeteria duty, became negotiable and were eventually eliminated.

Should the concept of *work* be a bargaining point in contract negotiations? Think about it this way: A person should be dedicated to the pursuit of employment and to performance of the job. Does this mean that he must love his work to do a good job? Of course not.

Staff morale is often suggested as the reason for submitting to the wishes of union negotiators, but morale should be based on team spirit where a group is trying to accomplish a goal. Teachers' team spirit is often displayed by their unity in making demands on school boards. One might prefer to see that spirit directed at making major gains in student achievement.

Union negotiators cannot rely on divided loyalties. Therefore, the team spirit you see is usually on behalf of

that allow you to avoid automatically granting a benefit. For example, Riverdale decided not to grant retirement stipends and benefits that included monthly payments for six years after a teacher departed. The board also was unhappy with provisions that provided for paid sabbatical leave, but team members were prepared to concede on this benefit, since such leave was granted solely at the superintendent's discretion.

■ **Don't lead with your final offer:** As you draft the initial proposal, resist the temptation to start with what you might consider the fairest offer. You may feel you are being reasonable, but the union will press for concessions based on what you originally propose. To be safe, propose cuts or add new language that you are willing to withdraw if the situation demands. As negotiations proceed, you will likely default back to original contract language, which both sides know is safe and workable, so plan ahead to give yourself flexibility at the bargaining table.

Although you may not want to open negotiations to the public, keep the process transparent by issuing periodic updates to parents and the community.

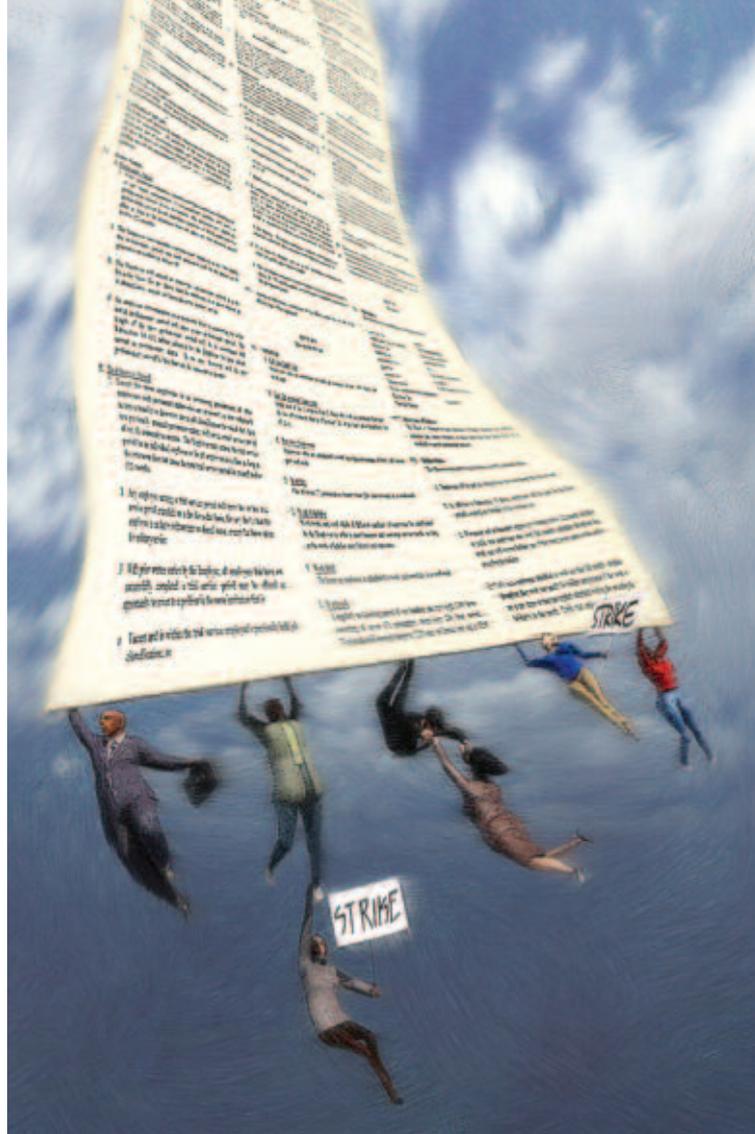
Entering negotiations

Once negotiations begin, you can expect to review the contract, article by article. Before you meet, contact the union representative and suggest an agenda. Use the opening session as an opportunity to exchange proposals and walk through contract language where appropriate, explaining the rationale for your proposed changes. Be prepared to summarize your key concerns in simple, yet firm, language and try to determine the key concerns of union members.

Expect the union's negotiating team to arrive with a proposal that, depending on district conditions, contains extensive new contract language or demands that address other local, state, or national union issues. Resist the temptation to provide commentary or to begin negotiating right away. Instead, use the initial meeting to ask clarifying questions so you and your team understand the motivation for requested changes.

Some other suggested strategies include:

■ **Exchange proposals at the initial meeting:** Don't put yourself at a disadvantage by sharing your proposal before the union unveils its own. Doing so opens you to a



counteroffer that contains more aggressive language than you might otherwise have received. Riverdale's union countered our modest 23-page proposal with a 96-page tome containing outlandish requests and boilerplate language drawn from statewide contracts that had little applicability to our small district.

■ **Avoid establishing narrow ground rules:** Be wary of accepting overly explicit ground rules to guide negotiations. Even seemingly innocuous statements, such as "At the conclusion of each bargaining session, parties will identify a date, time, and location for the following negotiation session," may expose you to a grievance if one of your team members is unexpectedly called away for business or personal reasons. Create more general ground rules, for instance, by agreeing that "Parties will caucus as needed" or "Parties will work together in an atmosphere of mutual respect."

■ **Prepare for the future:** Once both sides understand the other's motivations, schedule a follow-up meeting and identify specific articles to discuss. Establish an agenda and expectations for the process you will follow when you meet again, and clarify who will be the key contact for communications on each side.

■ **Set aside time for productive sessions:** Plan to spend at least three to four hours per bargaining session. If negotiations are scheduled during the school day, you may agree to split the cost of hiring substitutes once the union has exhausted release time in their contract. Consider holding negotiations immediately after school or in the early evening to minimize teacher absences, and, if necessary, order in dinner to maximize meeting time.

Surviving the negotiations

Negotiations will be adversarial at times, so don't be surprised if tempers occasionally flare. Anticipate that initial meetings may proceed slowly as each side stakes out its position and concerns.

Although you will want to consult with your fellow board members, be sure that you follow state law. Don't conduct unannounced board meetings to talk strategy; doing so gives the union grounds for filing a grievance or complaint that may affect future negotiations.

Some other good ideas include:

■ **Do your homework:** After you've identified articles for the next meeting, take time to read the contract language, both yours and the union's, so that you fully understand what's proposed. Consult with your state school boards association to gather information on what other districts are doing and how your benefits and provisions rank relative to others. Also familiarize yourself with existing state statutes and regulatory language so you can distinguish between what is permissible and what is subject to negotiation.

■ **Don't rush to sign off:** Once you sign a tentative agreement on a section article, it may be difficult to reopen discussions should you wish to rework the contract language. Signing off also may remove some of your maneuverability by preventing you from adding or removing text as a concession for changes in another section. Avoid giving verbal or written assurances until you've had time to walk away from the table to rerun numbers or consider the implications of what is proposed.

■ **Beware of new contract language:** Once a benefit appears in your contract, it will be difficult to remove. Resist accepting new contract provisions, however benign, and ask your legal counsel to review the proposed text for possible ramifications. If you must adopt new language, review state administrative and regulatory statutes and defer to legal definitions. Less is more.

■ **Avoid bogging down on minutia:** As you discuss issues, avoid spending too much time on topics that have little real effect on programs or that likely won't occur in the contract timeline. At Riverdale, we spent an inordinate amount of time discussing union-proposed language on video surveillance and its implications, even though the board had no plans to monitor teachers.

■ **Hold to your core values:** Be consistent throughout negotiations so that you send a single message to the union. Conduct internal team discussions in private so you speak with a unified voice and don't show signs of weakening. Realize that you will have to say "No" more than once before the union will accept your proposal. Don't be surprised if the union employs publicity tactics, such as wearing buttons, sending e-mails, and holding informational pickets, to escalate pressure on the board and superintendent.

■ **Communicate:** Although you may not want to open negotiations to the public, keep the process transparent by issuing periodic updates to parents and the community. Summarizing meetings and key issues will ensure that teachers are provided with full information on negotiation sessions, which can help reduce misunderstanding and mistrust.

A necessary byproduct

While negotiations will invariably produce tension and stress, they are a necessary byproduct of the contract process. Try to learn from participating in the process and be willing to walk away from the experience without grudges or animosity. Remember that the people sitting across the table from you also want what's best for your children, as well as their own.

In Riverdale's case, we agreed on a contract only after securing outside mediation to address compensation and retirement issues. Although board members were forced to compromise cuts on salaries, with new adjustments similar to those in the preceding contract, they managed to sunset costly retirement stipends and retirement health benefits for new hires while eliminating 20 sick days from the contract.

And although board and union members agreed to disagree on some provisions, with tempers flaring at times, at the end of the process in November 2007 we walked away from the table with a handshake and relatively positive relations. That's important, since we'll spend the next three years working together to provide quality educational services before we sit down and do it all again. ■

Want more information on dealing with contract negotiations? Want to see what other districts have done? Go to www.asbj.com and visit our in-depth archives.

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