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COLLECTIVE BARGAINING AND THE BUILDING
PRINCIPAL: A CASE STUDY

by

Rosemary Ervine

A Project Report
Submitted to the
Faculty of The Graduate College
in partial fulfillment of the
requirements for the
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Educational Leadership

Western Michigan University
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COLLECTIVE BARGAINING AND THE BUILDING
PRINCIPAL: A CASE STUDY

Rosemary Ervine, Ed.S.

Western Michigan University, 1984

The purpose of this report is to describe the role of a school building principal in the collective bargaining process and consider the affects of the collective bargaining process on the role and function of the building principal. Perspective and data were gained by participation as a building principal representative on the administrative bargaining team for the Kentwood Public Schools in their negotiations with the Kentwood Education Association during the summer of 1982. This report serves as a case study of that experience.

Collective bargaining is introduced in Chapter I which also includes a brief summary of its history in Kentwood Public Schools. The preparations necessary to begin the bargaining process are detailed in Chapter II and the actual negotiations between the Kentwood Board of Education and Kentwood Education Association are recounted in Chapter III. The role of the building principal during the negotiations process is summarized in Chapter IV and a description of the impact of the process on the role and function of the principal is provided.

ACKNOWLEDGEMENTS

I wish to thank Mr. John Jeltres, Assistant Superintendent for Personnel, Kentwood Public Schools, for allowing me to empirically experience the collective bargaining process by serving as a member of the bargaining team representing Kentwood Public Schools' Board of Education.

A special "thank you" is extended to my son, Tommy. The long hours he spent at the Recreation Department, sometimes enrolled in activities not of his choosing, and his numerous trips to grandma's enabled me to labor freely over this project.

And then there's Dr. Tom Ryan whose continued interest and support made this possible.

Rosemary Ervine

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CHAPTER I

HISTORICAL PERSPECTIVE OF COLLECTIVE BARGAINING

History of Collective Bargaining

The collective bargaining picture in the public sector during the 1980's contrasts greatly from that of 1920 when Calvin Coolidge was elected President of the United States despite the fact that he had broken the strike of the Boston Police Department. It is far different from the world of 1937 when Franklin D. Roosevelt declared that "government employees should recognize that the process of collective bargaining cannot be transplanted into the public service" (Neal, 1981a, p. 10).

Teachers were trend setters in 1917 when the Chicago Board of Education adopted a resolution which prohibited Chicago teachers from belonging to the Chicago Federation of Teachers. Several teachers were fired as a result of their association with unions. The teachers appealed. However, the Supreme Court held that union membership was antithetical to a disciplined and efficient teaching force and detrimental to public school systems (Neal, 1981a).

In 1932, the Tennessee Valley Authority was incorporated as an autonomous government corporation and in 1935 it negotiated a labor contract which included a pay scale, selection of personnel, and

daily work schedules for craft unions as well as professional associations.

The National Labor Relations Act of July 5, 1935, brought about several court decisions and attorney general opinions which declared union membership and strikes by public employees illegal.

The true beginning of collective bargaining in the public sector occurred on January 11, 1962, as President John F. Kennedy signed Executive Order 10988 which gave all federal employees the right to join unions of their choice. Executive Order 10988 was replaced by Executive Order 11491 in 1971 which expanded unionization rights of federal employees. Both executive orders provided for representation elections to determine exclusive agents and the right to engage in comprehensive collective bargaining.

The increasing number of collective bargaining laws has been the catalyst for the growth in public-sector unions at the state and local levels of government. On July 23, 1965, Michigan's Statute 423.209, Section 9, Public employees forming or joining labor organizations; collective bargaining, was enacted:

It shall be lawful for public employees to organize together or to form, join or assist in labor organizations, to engage in lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid and protection, or to negotiate or bargain collectively with their public employers through representatives of their own free choice. (Michigan General School Laws and Administrative Rules, 1977, p. 525)

By 1970, most "local" teachers' unions were associated with either the National Education Association or the American Federation of Teachers whose combined membership totaled over two million.

During the 1970's strikes and settlements became daily news items. The public came to accept that collective bargaining was the process utilized to secure an agreement. By 1980, forty-eight states had enacted laws permitting collective bargaining for public employees.

History and background information are valuable tools to be utilized by the negotiator and his/her team members. It is from this historical perspective that strategies and tactics are formulated.

Kentwood History

Each labor contract has its own history upon which to draw in succeeding contract talks. Kentwood Public Schools has a very colorful history. In 1965 the teachers voted to organize under the aegis of the Kentwood Education Association (KEA) for the purpose of collective bargaining. In 1982 the KEA elected to join the county organization, Kent County Education Association (KCEA), for a cost of \$5 per employee per month. For their monies and loyalties to the county, the teachers received financial support, mutual protection, massive public relations projects, picketing and strike organization/planning, potential political influence, the services of a professional negotiator, and the prestige of being a member of the county organization. Eighteen of the twenty-two districts in Kent County voted to join the KCEA.

Kentwood Public Schools experienced two damaging strikes, one in January of 1970 and the other in the fall of 1980. The community and

Board became heavily involved during the strike in 1980 which scarred the relationship between the community and the staff and ultimately eroded the professionalism of the Board and teaching staff. The teachers' union had gained great strength politically from both strikes which left an attitude of distrust and resentment in the minds of the community. The attitude exhibited by the administration and teachers was that the strike caused irreparable damage and all were losers--staff, students, and administration.

The administration approached the 1982 negotiations with the knowledge of the increased strength of the teachers' union and their expanded political involvement at the county level. At this critical juncture the school district changed leadership. The superintendent of schools, who had weathered two damaging strikes and numerous labor problems, was scheduled to retire and a new superintendent was to assume office in the midst of negotiations. The new superintendent could not afford to start his tenure at Kentwood Public Schools with a strike and wanted to change the attitude and atmosphere about the negotiations process.

For the above reasons, it was believed the union had the advantage.

CHAPTER II

PREPARATIONS FOR COLLECTIVE BARGAINING

Selection of a Chief Spokesperson

The selection of a chief spokesperson/negotiator to represent the school board in negotiations is one of the most important decisions in preparation for the actual negotiations process.

Specific credentials are non-existent for the position of chief spokesperson. Flynn and Igoe (1972) have suggested that training and experience are helpful, but a successful negotiator has an innate skill made more effective through experience. Management has generally operated with the concept that a certain degree of specialized training must be required of its negotiators, but such training is wasted upon those without natural skills and instincts for bargaining (Flynn and Igoe, 1972).

Key characteristics of successful negotiators are stamina, coolness under fire, and perceptive human relations skills coupled with a broad range of labor relations and human resources experiences. A negotiator's effectiveness is also based on thorough preparations. While techniques and tactics are extremely important, even a skilled negotiator must take the time to be prepared (Neal, 1981a).

Negotiations require a coordinated team effort. The chief spokesperson plays a critical role in the smooth operations of negotiations. The spokesperson's effectiveness can be enriched through the support and cooperation of a properly selected team.

Selection of Team Members

Several factors are involved in the selection of additional personnel to accompany the chief spokesperson to the negotiations table.

Front line administrative personnel, e.g., building principals, are essential resources for information regarding the day-to-day operation of the school system and its programs and their relationship to the community. Principals are in a unique position to evaluate the implications of specific proposals in terms of the actual business of the school, i.e., instruction. A building principal symbolizes management's unity in the negotiations process.

A healthy tone in negotiations is established when the members of the team are highly regarded by the teaching staff. The positive image of the team working in concert lends credibility to the chief spokesperson and the total collective bargaining process.

The team should have the five T's: **Time** to bargain; **Temperament** under fire/stress; **Tenacity** for the situation; **Technical** know how; and **Talent** to offer. Each team member should be committed and loyal to the organization and its goals. Additionally, each team member should have an area of expertise to

offer which would enhance the collective skills of the group at the bargaining table.

Experience at Kentwood

The chief spokesperson/negotiator for the Kentwood Public Schools, Board of Education, was the Assistant Superintendent for Personnel. His areas of expertise related to personnel functions, i.e., teacher certification, salary and fringes, and teacher grievances. Additionally, he possessed seven years' experience as a chief spokesperson and exhibited strong personal characteristics paired with excellent human relations skills. He had a command of the history of Kentwood and was familiar with the climate of the union leaders and the various bargaining strategies utilized in the past. The chief spokesperson was knowledgeable about Kentwood's goals and objectives, educationally and financially, and had established a solid working relationship with the union representatives at the local, as well as at the county, level.

The chief spokesperson selected team members based on: district needs, grade-level representation, and projections of items likely to be the subject of specific negotiation. Additionally, each team member selected possessed an area of expertise needed at the bargaining table.

The Curriculum Director represented the district-level administration in the area of instructional development on a K-12 basis. He had ready knowledge of curriculum areas such as class sizes, special education programs, history of curriculum development,

State program guidelines, school day and hours, instructional hours, etc.

The high school was represented by one of the three assistant principals. She had fifteen years' experience at the high school level as a teacher and administrator. She exhibited a solid understanding of the secondary curriculum and the operations of a large facility. Her area of expertise was in the development of contract language.

Kentwood Public Schools has two middle schools, both very similar in size and operation. The middle schools were represented by a building principal who had fifteen years' experience and exhibited a solid understanding of the middle school curriculum. His area of expertise was that of prior bargaining experience and the ability to recall previous details and demands of the union.

There are seven elementary schools in Kentwood. As each building principal is allowed a great deal of flexibility in the operation of his/her building, the Board requested that two elementary principals sit at the bargaining table to ensure a good cross-section of practice throughout the district.

The issues perceived to directly affect the elementary school included: class size, special education programs, teachers' work day, release time, personal leaves, and planning time. A specific issue at hand was that of mainstreaming special education students into general education classrooms. (Mainstreaming refers to the placement of marginally impaired youngsters in general education classrooms in which they can experience success.) The concern by the

teachers' union arose when a general education teacher, assigned a class of twenty-five students, was asked to accept two to three additional students. The union requested that the "mainstreamed" special education students be weighted and count for more than one student when computing class size. The union maintained that inequities existed in the assignment of students under the mainstreaming guidelines and presented proposals which they believed would remove such inequities.

To ensure clarification and a better understanding of this type of union concern, the Board requested that administrators of buildings in which special education programs were located attend the bargaining sessions.

Both elementary principal representatives administered special education programs. One elementary principal had a great deal of experience and history in Kentwood and had also served on several prior negotiations. He was very calm, sensible, and was respected by the teaching staff. The other principal had excellent human relations skills, expertise in the area of developing special education programs, and a strong background in language arts.

Prior to the initial bargaining session, all administrators employed by the school system were given an opportunity to enumerate their concerns with the present contract.

Each team member demonstrated the desire to be an active participant by readily giving of his/her time and talent. Together they represented a strong, unified administrative bargaining team.

Ground Rules

Local negotiations are generally governed by a set of mutually agreed upon procedures and regulations which are referred to as ground rules. The Kentwood Board of Education and Kentwood Education Association met on April 8 to set the ground rules for negotiations. Those rules were:

1. The Board team shall be composed of six members plus two open seats.

2. The KEA team shall be composed of seven members, two to three alternates, and two open seats.

3. The Assistant Superintendent for Personnel shall serve as spokesperson for the Board and a representative from the county shall serve as the spokesperson for the KEA. Both spokespersons shall have the authority to make concessions and reach tentative agreements on all proposals subject to ratification.

4. At each meeting, the place, time, date, and agenda for the next meeting shall be established by mutual agreement.

5. To the extent possible, the parties shall meet not less than once every seven calendar days for sessions of approximately three hours in duration.

6. The KEA shall present a total proposal to the Board on April 17. The Board shall present a total proposal to the KEA on May 8.

7. Caucuses may be called by both teams during bargaining sessions. The length of the caucus shall normally not exceed fifteen

minutes and not exceed thirty minutes without the consent of the other party.

8. When making salary proposals, each party shall include the total cost of the proposal.

9. As tentative agreements are reached for entire articles, they shall be signed by the parties.

The ground rules were signed and dated by both spokespersons.

Bargaining Strategies

Strategies and tactics to be used at the bargaining table, as well as proposals or counterproposals to be submitted to the union, were formulated by the district-level administration and Board and were shared with team members prior to each negotiations session. Bargaining team members had little direct input into the preparation of proposals/counterproposals and strategies/tactics to be employed.

Initial proposals submitted by the union included extreme demands to which the Board responded with equally unrealistic proposals. This determined the starting point for negotiations.

Package proposals consist of negotiable items linked together by one of the parties to the negotiations who insist that they be accepted or rejected in total. The Board decided not to present package proposals until the KCEA attempted to utilize this tactic.

Side bargaining was used frequently throughout the negotiations process. The chief spokespersons would meet prior to the scheduled session to lay the ground work for the upcoming meeting. In some

situations only a partial Board team would go to the table and occasionally just the chief spokesperson. The side bargaining tactics provided a procedure that expediated the process but reduced the team members' participation to symbolic gesturing.

Behavior at the table was tightly controlled. Time limits were set and adhered to and bargaining began on time. Caucuses were utilized when necessary. Under no circumstances were any of the team members allowed to speak unless directed to do so by the chief spokesperson. Team members were not to show emotion and facial/verbal cues were forbidden.

Sign-off by the two parties occurred when an agreement was reached, proposed contract language was reviewed, and the actual agreement was written.

Another tactic was to prepare a contingency plan for a work stoppage. Prior to the beginning of the formal negotiations, a Strike Planning Committee was established.

The experience of those who have been through a strike situation indicates that a district must have a strike plan developed before such an event occurs. The potential disruption of normal procedures and the associated pressures placed upon the district-level administration by a strike situation requires preplanning. Therefore, the initial phase in the creation of a strike plan is to appoint a planning committee to identify foreseeable problems and develop a plan of action. The plan is then reviewed by the board of education.

The Strike Planning Committee was composed of administrators identified prior to negotiations. If at any time the Board sensed an indication of a possible strike, the committee would move into the implementation stage.

CHAPTER III

REPORT OF KENTWOOD NEGOTIATION SESSIONS

A general description of the content of the bargaining sessions is presented in this chapter. A brief summary of the proposals and counterproposals offered by both teams, as well as the intern's succinct commentary relative to each of the bargaining sessions, is provided.

Negotiation Session Number 1
June 15, 1982, 10:00 AM
Administration Building

Present: All Board and KCEA representatives were in attendance.

The ground rules were reviewed. Although no ground rules were established regarding news releases, the KCEA indicated that they would not go to the media without first notifying the Board. News releases made by the KCEA would consist of progress reports on negotiations--not specific statements of proposals or counterproposals. The Board made no commitment.

The KCEA presented their initial proposal to the Board. The proposal covered all items in the previous contract with the exception of Schedule B (extra duty pay schedule, i.e., coaching, cheerleading, advising), The School Year Calendar, and the Cost of Insurance.

Owing to the vacation schedule of the KCEA spokesperson, the next meeting was not scheduled until Tuesday, July 20. The Board responded that their proposal would be presented at that meeting.

Additional meetings were established as follows: July 27, August 3, August 10, and August 17. All meetings were scheduled for 9:00 AM and were to be held at the Administration Building.

Summary of KCEA's Initial Proposal
June 15, 1982

1. Length of Contract: Two-year agreement
2. Salaries (first year)
 - 2.1 12% on base plus step
 - 2.2 10 additional longevity steps
 - 2.3 Percentage increases of 1% to 5% on all longevity steps
12 to 30
 - 2.4 Increased cost to the Board of \$1,390,000 or 20%
3. Salaries (second year)
 - 3.1 Cost of Living Allowance (COLA) plus 5%
4. Insurance Benefits
 - 4.1 Life Insurance--\$75,000
 - 4.2 Health Insurance--100% Super Med II
 - 4.3 Dental Insurance--MESA/Delta auto plus orthodontic
rider for adults and children
 - 4.4 Vision Care Plan II
 - 4.5 LTD Maximum of \$3,000 per Month
 - 4.6 Annuity--\$100 per month

- 4.7 Teachers who chose not to participate in any or all of benefits 4.2 through 4.5 above would have an amount equal to the benefit premiums paid into the Tax Deferred Annuity
 - 4.8 Board to pay Super Med II or limited Medicare for a retiree for balance of life plus provide life insurance in an amount equal to two times teacher's salary step
5. Class Size
- 5.1 Grades K-1: 22 students
 - 5.2 Grades 2-3: 24 students
 - 5.3 Grades 4-5: 25 students
 - 5.4 Middle and High School: 22-26 students
 - 5.5 Mainstreaming: special education students to be weighted as 2.5-3 students
6. Teaching Week, Day, and Hours
- 6.1 Teachers to be allowed to leave at student dismissal time on Fridays and days preceding holiday recesses
 - 6.2 Elementary teachers--no responsibilities during the lunch hour and no inclement weather duty
 - 6.3 Elementary teachers--minimum of 25 minutes per day of specialist time
7. Leave Privileges
- 7.1 Fifteen sick days per year
 - 7.2 Two personal days
 - 7.3 Career exploration leave allowed

7.4 Guaranteed employment in former position upon return from leave

8. Other

8.1 Association Days--Thirty days per year

8.2 Clauses on:

8.21 Student Discipline/Teacher Protection

8.22 Maintenance of Standards

8.23 Teacher's children may attend Kentwood Public Schools on a tuition-free basis

8.24 Early Retirement--Pay amount equal to difference between teacher's base pay and BA Step 0

8.3 Complete rewrite of article dealing with transfers

8.4 Reduction of Personnel--Done strictly on basis of certification and district seniority

8.41 Laid-off KCEA teachers to be hired for vacancies if all local teachers are recalled

8.5 Eliminate the Non-strike Clause

Comments

The Board team met immediately following the presentation of the union's proposal. The Board perceived the union's demands as unrealistic. Many of the requests were dictated by the county union leaders and were synonymous with those submitted by other local unions (i.e., seniority excluding administrators, jobs for laid-off KCEA teachers, increased time for Association presidents, and elimination of non-strike clause).

The salary and fringe benefits package reflected unrealistic demands as 12% on base and increased health costs were beyond the Board's realm. In addition, a request for an annuity of \$100 per month per employee was not affordable.

The Board's spokesperson made no comment except to recognize the KCEA's proposal.

Negotiation Session Number 2
July 20, 1982, 9:00 AM
Administration Building

Present: All Board and KCEA representatives were in attendance.

The Board presented their proposal in entirety to the KCEA. Each article was discussed and the proposed changes were explained.

The salary and step schedules remained unchanged from the present agreement. In lieu of a fringe package, the teachers would receive \$1,650 added to their salary to select and purchase their own benefits.

The Board did not want to be tied to specific numbers and avoided the class-size issue by preparing a philosophical statement.

Agreement was reached on the following articles: Article 1, Recognition; Article 2, Board Rights; Article 4, Agency Shop; Article 8, Academic Freedom; Article 11, Teacher Retirement; Article 16, Negotiation Procedures; Article 18, Savings Clause. Neither party had proposed any changes in the above articles.

The next meeting was to be held on Tuesday, July 27, at 9:00 AM at the Administration Building. The articles to be discussed were:

Article 3, Association and Teacher Rights; Article 6, Teaching Week, Day, and Hours; Article 7, Teaching Assignments; Article 10, Contractual Relations.

Summary of Board's Initial Proposal
July 20, 1982

1. Length of Contract: Two-year agreement
2. Salaries (first year)
 - 2.1 Same degree schedule as this year (BA, BA + 18, MA, MA + 30)
 - 2.2 Same step schedule as this year
 - 2.3 Same salary schedule as this year
3. Insurance benefits for two years
 - 3.1 \$1,650 added to the salary of each full-time teacher in lieu of insurance benefits
4. Class Size
 - 4.1 Philosophical statement rather than specific numbers: The Board shall determine appropriate class size in accordance with the instructional program and economic ability of the district
5. Other
 - 5.1 Delete released time for Association president
 - 5.2 Delete teacher protection
 - 5.3 Delete Teacher Tenure Screening Committee
 - 5.4 Tuition reimbursement for graduate courses only

- 5.5 Residency requirement for teachers having school-age children
- 5.6 Content of evaluations not subject to the grievance procedure
- 5.7 Arbitration--loser pays
- 5.8 Seniority to include administrators

Comments

The Board and KCEA proposals were at opposite ends of the spectrum. The Board's negotiator felt a realistic response to KCEA's original proposal would be counterproductive as he perceived that the union did not appear ready to bargain seriously.

Several article changes, specifically the deletion of the released time for the Association president and reimbursement for graduate courses only, brought sundry questions and negative responses from the union leaders. The philosophical statement about class size was ignored by the union. Many of the Board's requests were designed to distract the KCEA, e.g., the residency requirement. These proposals could be easily "lost" in return for "wins" on more significant items. Furthermore, the deletion of the Teacher Tenure Screening Committee was an administrative maneuver to remove peers from the evaluation process.

It was apparent that both the Board and the union had skilled and sophisticated teams and chief spokespersons.

Negotiation Session Number 3
July 27, 1982, 9:00 AM
Administration Building

Present: All Board and KCEA representatives were in attendance.

The entire session was spent discussing Article 3, Association and Teacher Rights, and Article 6, Teaching Week, Day, and Hours. Both parties made counterproposals on Article 3 in an attempt to reach agreement. No agreement was reached as the union demanded fifteen days of Association leave and a Maintenance of Standard Clause. Very little progress was made on Article 6, therefore the entire article remained open.

The next meeting was scheduled for Tuesday, August 3, at 9:00 AM. Articles to be discussed were: Article 3, Association and Teacher Rights; Article 6, Teaching Week, Day, and Hours; Article 7, Teaching Assignments; Article 10, Contractual Relations.

Comments

Very little progress was made. The tone at the bargaining table was serious and reflected a true intent to come to closure on Article 3, Association and Teacher Rights, and Article 6, Teaching Week, Day, and Hours. The demands proposed by the union for both articles had overtones of county-wide bargaining strategies. There was much discussion on the need for the Association president to have an increase in the amount of time already allotted for union activities.

Negotiation Session Number 4
August 3, 1982, 9:00 AM
Administration Building

Present: All Board and KCEA representatives were in attendance.

Article 6, Teaching Week, Day, and Hours, was discussed. Agreement was reached on several sections, but the article remained open due to the following KCEA demands: Section D, Duty-Free Lunch; Section E, Recess Duty Regulations; and Section F, Duty-Free Bus.

The Board offered a packaged counterproposal on Article 7, Teaching Assignments. A portion of the counterproposal was accepted by the KCEA. This article remained open, however, as the entire package proposal was not accepted. Section A, Transfers, was the key issue for the union.

The remaining time of this session was spent discussing Article 10, Contractual Relations.

The next meeting was set for Tuesday, August 10, at 9:00 AM. The following articles were to be discussed: Article 12, Teacher Evaluation; Article 14, Grievance Procedure and Arbitration; Article 15, Reduction in Staff; Article 17, Non-Strike Clause.

Comments

The Board team used the "package proposal" strategy during this session offering packages in which Board demands were paired with diluted union goals. The Board's chief spokesperson would only accept the total package as stated; no sections were open for

discussion. Neither article was settled as there were portions of each that were not acceptable.

The tone of the session was serious but neither team was ready to come to closure on either article.

Negotiation Session Number 5
August 10, 1982, 9:00 AM
Administration Building

Present: All Board and KCEA representatives were in attendance as well as a representative of the Kentwood Transportation Association (KTA).

Article 6, Teaching Week, Day, and Hours, was again discussed. The union did agree to delete two of their demands. The article remained open, however, because agreement could not be reached on Section E, Recess Duty Regulations.

The KCEA accepted the Board's language in Article 7, Teaching Assignments. Agreement was reached on this article.

Article 10, Contractual Relations, was discussed. Both sides made counterproposals and agreement was reached.

Several proposals, caucuses, and counterproposals were exchanged on Article 14, Grievance Procedures and Arbitration. Agreement was reached.

The articles that remained open as of this meeting were: Article 3, Association and Teacher Rights, Sections D and F; Article 5, Salary and Fringe Benefits; Article 6, Teaching Week, Day, and Hours, Section E; Article 9, Leave Privileges; Article 12, Teacher

Evaluation; Article 13, Instruction; Article 15, Reduction in Staff; Article 17, Non-Strike Clause; Article 19, Duration of Agreement.

The next meeting was set for August 17 from 9:00 AM until 4:00 PM at East Kentwood High School. Articles to be discussed included: Articles 13, 15, 17, and 19.

Comments

Agreement was reached on several articles. Both sides exhibited compromise. Each team was feeling the pressure of wanting a contract before the teachers were due back August 26. Both teams agreed to full-day sessions for the next three meetings. If a contract had not been successfully negotiated at that point, twenty-four hour marathon bargaining would go into effect.

Negotiation Session Number 6
August 17, 1982, 9:00 AM
East Kentwood High School

Present: All Board and KCEA representatives were in attendance as well as a representative of the KTA.

Article 17, Non-Strike Clause, was discussed. The KCEA had proposed that the entire article be deleted, their goal being to eliminate the Penalty Clause. The Board stated that they would be agreeable to deleting the Penalty Clause if a similar clause was added under Article 2, Board Rights. As this was acceptable to the KCEA, agreement was reached on Article 17, Non-Strike Clause, and Article 2, Board Rights, was amended.

A great deal of time was spent discussing Article 12, Teacher Evaluation. Several counterproposals were introduced by both sides. Agreement was eventually reached.

Article 9, Leave Privileges, and Article 15, Reduction in Staff, were discussed and no agreement was reached. Therefore, these articles remained open.

Article 19, Duration of Agreement. The Board presented a counterproposal which was acceptable to the KCEA. Agreement was, therefore, reached.

Article 6, Teaching Week, Day, and Hours, Section E, Recess Duty Regulations. The KCEA proposed that this remain unchanged from the present agreement. As this was the Board's original position, agreement was reached.

Article 3, Association and Teacher Rights. This article remained open regarding released time for Association president contingent on the KCEA dropping their demands for a Maintenance of Standards Clause.

Salary Schedule A. The KCEA presented a counterproposal with a decrease of \$12,300 (.15%) in the total package.

The next meeting was set for Tuesday, August 24, at 9:00 AM. An additional meeting was scheduled for Thursday, August 26.

The articles that remained open were: Article 3, Association and Teacher Rights; Article 5, Salary and Fringe Benefits; Article 9, Leave Privileges; Article 13, Instruction; Article 15, Reduction in Staff.

Comments

The five remaining articles, with the exception of Article 5, Salary and Fringe Benefits, were close to closure. The Board's spokesperson was visibly agitated over the KCEA's latest salary/fringe proposal. He felt the union was not ready to talk seriously about salaries and asked if they were bargaining in good faith. The chief spokesperson stated that the Board wanted a contract before Labor Day and that they were willing to enter into marathon bargaining if necessary.

For the last several meetings a representative from the KTA (Kentwood Transportation Association) was present due to the fact that they were bargaining simultaneously. As a union tactic, neither party, KTA nor KCEA, wanted to settle first and were closely monitoring salary/fringe offers.

Negotiation Session Number 7
August 24, 1982, 9:00 AM
East Kentwood High School

Present: All Board and KCEA representatives were in attendance as well as a representative of the KTA.

Most of the meeting was spent discussing Article 13, Instruction, and Article 15, Reduction in Staff. These articles remained open due to the following areas:

(1) Article 13, Section C, Class Size. Ranges had been agreed upon but the KCEA demanded that class sizes be fixed thereby

disallowing overload flexibility. Also, the KCEA demanded weighting of mainstreamed special education students;

(2) Article 15, Reduction in Staff, Section D, Necessary Reduction of Personnel. The KCEA demanded that reduction be done on a district seniority basis while the Board insisted on grade-level classification seniority.

Article 3, Association and Teachers Rights, and Article 9, Leave Privileges. Counterproposals were made by both teams. As a result, agreement was reached.

The KCEA made another counterproposal on Salary Schedule A. The salary proposal requested an increase in cost to the Board of 15.9% for the first year and COLA plus 3% for the second year. The Board made a counterproposal for Salary Schedule A consisting of the current salary schedule with step increases. The cost to the Board would be 1.8% for the first year and 1.5% for the second year.

The next meeting was scheduled for Thursday, August 26, at 9:00 AM.

The articles that remained open were: Article 5, Salary and Fringe Benefits; Article 13, Instruction; Article 15, Reduction in Staff.

Comments

The salary proposals were still far from closure. The Board was not willing to propose a substantial offer until they saw some movement from the union that they were interested in lowering their demands. The county union representatives had informed the local

team that they must hold firm on Article 15, Reduction in Staff. They were also adamantly against seniority for administrators. Again, the KTA President was present for the entire session. According to the Board's chief negotiator, the KTA was close to settlement with the exception of salary and fringe benefits.

Table 1, Negotiations Status Report as of August 26, 1982, summarizes and dates the progress of each article throughout the negotiations between the KCEA and the Kentwood Board of Education.

Negotiation Session Number 8
August 26, 1982, 9:00 AM
East Kentwood High School

Present: All Board and KCEA representatives were in attendance as well as a representative of the KTA.

The entire session was spent discussing Article 5, Salary and Fringe Benefits. Counterproposals were exchanged by both parties on insurance and salary.

Comments

The KCEA informed the Board that they were going to request mediation, a process used interchangeably with conciliation. The role of the mediator, who lacks the power to force settlements, is to work toward bringing the parties together by providing compromising solutions. The next meeting was to be scheduled by the mediator assigned to Kentwood's district.

Table 1
 Negotiations Status Report
 as of August 26, 1982

Article		Under Discussion	Agreement
1	Recognition	7/20	7/20
2	Board Rights	Amended 8/17	7/20
3	Association and Teacher Rights	7/27	8/24
4	Agency Shop	7/20	7/20
5	Salary and Fringe Benefits	7/20	9/01
6	Teaching Week, Day, and Hours	7/27	8/17
7	Teaching Assignments	8/03	8/10
8	Academic Freedom	7/20	7/20
9	Leave Privileges	8/17	8/24
10	Contractual Relations	8/03	8/10
11	Teacher Retirement	7/20	7/20
12	Teacher Evaluation	8/17	8/17
13	Instruction	8/24	9/01
14	Grievance Procedure and Arbitration	8/10	8/10
15	Reduction in Staff	8/17	9/01
16	Negotiation Procedures	7/20	7/20
17	Non-Strike Clause	8/17	8/17
18	Savings Clause	7/20	7/20
19	Duration of Agreement	8/17	8/17

The three articles not settled prior to mediation are detailed in Table 2, Articles Remaining Open as of August 26, 1982.

Negotiation Session Number 9
September 1, 1982, 9:00 AM
State Building

Present: All Board and KCEA representatives were in attendance as well as several county representatives.

The session started with agreement on both Article 13 and Article 15. Both parties presented several counterproposals. Ultimately these articles remained unchanged from the existing agreement.

Article 5, Salary and Fringe Benefits, was the main focus of this session. Several counterproposals were exchanged through the mediator. Agreement was achieved when the union accepted an approximate 5.75% increase on base for the first year and COLA increases for the second year with caps at 5% and 8%.

Comments

The mediator met privately with the spokespersons of each team where they exchanged several proposals and counterproposals regarding salary. Caucuses were initiated by both sides, some lasting as long as two hours, causing the final session to be lengthy and tiring.

Many county union leaders were present toward the conclusion of the bargaining session.

Table 2

ARTICLES REMAINING OPEN AS OF AUGUST 26, 1982

ARTICLE/SUBSTANCE	PRESENT AGREEMENT	LAST KCEA PROPOSAL	LAST BOARD PROPOSAL
<u>Article 5(D)--Tuition Reimbursement</u>	<ol style="list-style-type: none"> Seven semester hours Graduate courses for MA + 30 schedule 	<ol style="list-style-type: none"> Ten semester hours Approved undergraduate courses for MA + 30 	<ol style="list-style-type: none"> Seven semester hours Graduate courses only for MA + 30
<u>Article 5(E)--Insurance</u>			
1. Life	1. \$20,000	1. \$50,000	<ol style="list-style-type: none"> \$20,000 (1982-1983) \$22,000 (1983-1984)
2. Health/Dental for Option 1 Employees	2. 100% SMI and Delta 80/80 Plan E	2. 100% SMI for both years and Delta 80/80/80-- includes ortho rider	2. 100% SMI (1982-1983) up to 4% (1983-1984) and Delta 80/80 (1982-1983) up to 4% (1983-1984)
3. Health/Dental for Option 2 Employees	3. UltraDent 100/90 with ortho rider of 50% and MESSA Vision Care II and \$5,000 extra life	3. Delta 100/90 with ortho rider of 90% and MESSA Vision Care II and \$10,000 extra life	3. Same are present both years and MESSA Vision Care II and \$5,000 (1982-1983) \$7,000 (1983-1984)
4. LTD	4. MESSA 66 2/3% 90 calendar day modified full	4. Same as present Agreement	4. LTD--to explore alternate programs

Table 2--Continued

ARTICLE/SUBSTANCE	PRESENT AGREEMENT	LAST KCEA PROPOSAL	LAST BOARD PROPOSAL
<u>Article 5—Salary</u>			
1. 1981-1982	1. Control Group Salaries \$6,945,139	1. -----	1. -----
2. 1982-1983	2. -----	2. \$7,911,357 + \$944,218 + 13.9%	2. \$7,137,917 + \$192,778 + 2.8%
3. 1983-1984	3. -----	3. COLA + 1% a. If COLA is 8%, increase would be 9% + 1.5% step or 10.5%	3. \$7,359,014 + \$221,097 + 3.1%
<u>Article 13(C)--Class Size</u>	Specific numbers with allowable extra students	1. Fixed numbers <u>and</u> 2. Weighting of mainstreamed students	Same as present Agreement
<u>Article 15(D)--Reduction in Staff</u>	Layoff done by seniority within classification (K-5, 4-8, 7-12)	Layoff done by district seniority only	1. Same as present Agreement <u>and</u> 2. Administrator seniority within teacher unit

The Board's chief spokesperson was in frequent contact by phone with the Board president and superintendent as they did not want to be visible or associated with the bargaining process. The Board's Strike Planning Committee was alerted around 6:00 PM as very little progress was being made.

The Board team was led to believe by the chief spokesperson that 4% on base would be the maximum increment proposed. We were all surprised in the final hours that the Board and teachers settled for 5.75% on base for the first year and 5% and 8% for the second year.

The KCEA and Board exhibited positive attitudes about the newly negotiated contract.

There were no major changes in contract language or in fringe benefits.

The contract was ratified on September 27, 1982.

CHAPTER IV

SUMMARY AND CONCLUSIONS

The building principal's role in the collective bargaining process is summarized in this chapter and the major implications of collective bargaining for the role and function of the building principal are discussed.

The building principal had little affect during or on the collective bargaining process. The value and utilization of a principal as a team member was to ensure clarification of issues, if necessary, and to signify unity with the Board and the district's goals.

The Board and the superintendent rely on the building principal to implement the newly negotiated contract. The success and smooth implementation of the contract is influenced by the technical, human relations, and conceptual skills of the principal. The building principal must possess a thorough understanding of the contract, its language and mechanics, in order to perform daily tasks. The building principal should rely upon the personnel director to detail and highlight changes within the contract and the implications of those changes for actual practice.

Principals must possess expertise in human relations to smoothly administer contractual agreements. Principals are required to exhibit ability and judgement in working with and through people.

Building administrators must, therefore, possess and demonstrate an understanding of leadership effectiveness, adult motivation, group dynamics, and the development of human resources.

A human resources supervisor works toward satisfaction as a desirable end. The teacher's satisfaction results from the accomplishment of meaningful tasks, which is the key component of school effectiveness. The contract provides the framework within which the principal develops the basis of his/her decisions. A skilled principal, operating within the contract, adapts principles of shared decision-making, allowing for teacher ownership and commitment. The majority of the principal's daily contacts with the staff relates directly or indirectly to the negotiated contract. It is imperative that the principal have a command of the contract and an understanding of the ramifications of his/her decisions.

Conceptual skills of a principal refers to the ability to view the interdependence between the school, the district, and educational goals. A principal must understand the correlation which exists between establishing a humane organization, articulating a humane administrative/supervisory system, and the development of a humane educational system while at the same time achieving educational objectives.

Membership on the Board's administrative negotiations team and participation in the negotiations process provided an opportunity to gain an understanding of the collective bargaining process. Direct participation created an awareness of the strategies and tactics employed by both union and Board representatives. The experience

highlighted the impact of the county-wide teachers' organization. During the negotiations, it became evident that the local teachers' union had little control over the progress of contract negotiations as the county union representatives utilized county-wide goals to establish expectations for local negotiating teams.

In conclusion, some aspects of the collective bargaining process take on the appearance of a facade. The lack of input and control by the local organizations was unsettling. The diminished level of involvement by building administrators is incongruent with the principles of team management which characterize the rhetoric of district-level administrators. The superficial input by the team members, specifically building principals, is unbalanced in relationship to expectations of contract administration and leadership. Team members serve as the superintendent's and the Board's support group and yet little encouragement is given to their active participation. It seems ironic that these same team members are expected to efficiently and effectively administer the contract and develop a smooth operation in their buildings and with their staff members.

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