

Grayson W. McKinney

Dr. Rod Green

EA 742: Educational Law

21 July 2015

Collective Bargaining Paper

Introduction to Bargaining

In this paper, I will be investigating the master agreement and process for negotiations between the teachers of the Troy Education Association (TEA) and the Troy School District (TSD). Incidentally, bargaining was a term I first learned when garage-sailing with my mother around the age of 7. Since then, it has come to mean so much more and has had a bigger impact on my livelihood than a \$3 toaster ever could have. Collective bargaining is a practice that, for the most part, came to be because of the Public Employment Relations Act of 1947. Who knew that only one year before my own mother was born, an act would be passed by the federal government to declare and protect the rights and privileges of public employees, and to require certain provisions in collective bargaining agreements among other things? Good news for teachers!

Prior to this practice, workers had the right to become union members and to strike during contract disputes, but employers also had the right to fire workers because they had enrolled in said unions or had taken part in said strikes. During the economically hard times of the 1930's, it was more difficult for an employee to find other work than it was for an employer to hire another employee, and due to this fact, workers were reluctant to unionize. A very interesting resource I found while researching this topic showed a table by year, listing the percentage of employees who were members of unions from 1930 through present day. You can

see the jump in enrollment between 1930 and 1960, with the biggest number of union members

Year	Percentage of Employed Workers who were Union Members
1930	7.5%
1940	18.3%
1950	24.2%
1960	25.9%
1970	24.6%
1980	20.2%
1990	14.1%
2000	11.9%

peaking around one quarter of the nation's employed workers. It's also interesting to not that since its heyday, union membership has been on a steady decline. This does not bode well for us who rely on our union to make deals with our employer on our behalf. As union membership declines, so too with it, does an association's power to negotiate.

Background of the Troy School District

I am a 4th grade teacher at Costello Elementary School in Troy, Michigan, and have been since the 2012-2013 school year. Costello is the second smallest of twelve elementary schools in the Troy School District (TSD), with an student enrollment holding steady around 350 pre-K through 5th grade children. Troy School District is a public school district located in Troy, Michigan in Oakland County, a suburb twenty miles north of Detroit. It consists of twelve elementary buildings, four middle schools, three high schools, and an alternative education facility. Troy School District is known for its exemplary schools, as every school carries the prestigious Blue Ribbon Award, is North Central Accredited, and has student achievement levels that are among the best in the nation. Costello Elementary follows the general demographic trends of the Troy community, and as of 2010 had a racial composition of 74% Caucasian, 19% Asian American, 4% African American, and approximately 2% of Hispanic or Latino descent. The socio-economic status of the community members, according to the 2010 census, indicated that the median income of families in Troy was \$79,000. Education is highly valued, as is apparent in Costello's 95%+ turn-out rate for parent-teacher conferences over the last three

consecutive years. Given the high level of excellence that Costello and all of the Troy schools have and continue to achieve, it should quickly become apparent how integral the teachers are in this living equation, and how collective bargaining has played a part in retaining the best teachers the state of Michigan has to offer.

Process for Bargaining

As a matter of some light summer reading, I picked up a copy of the master agreement between TSD and the TEA. Incidentally, I could only find the agreement through TSD's transparency link from 2011-2013. When that contract expired in June of 2013, teachers went without an agreement for about one year, from June of 2013 until March of 2014, as fierce negotiations were carried out. Finally, in late 2014, the Troy School District and the Troy Education Association reached a tentative contract agreement which both sides voted on to ratify. This agreement, however, is not available through the transparency link on our district's homepage. Instead, an annotated tentative agreement is available, highlighting the main changes from the previous 2011-2013 contract to the 2014-2015 agreement. In looking closely at these two documents, I was able to identify the general format of how they were laid out. Our collective bargaining agreement is comprised of 35 articles, including everything from the recognition of the TEA's ability to negotiate on behalf of its members, to the size of teachers' classrooms, to the provision of a staff lounge and bulletin board for the TEA's purposes, and involuntary transfers of teachers (who knew you couldn't be transferred involuntarily for two consecutive years?).

Apparently, there is even a procedure for negotiating the procedures! All of section 23 is devoted to the negotiation procedures. It begins by stating that while this contract is binding, it is not meant to impose restrictions on the open discussion (from time to time) of topics not covered

in the 35 sections between the administration, board, and TEA. It also points out that while the district and the association are allowed to pick their own team members for bargaining, no final agreement between the parties may be “executed without ratification by a majority of the Board and by a majority of the membership of the TEA.” Thoughtfully, said negotiations shall be carried on at times mutually agreed upon and essentially outside of the teacher’s regular working period.

In speaking informally with my building union representative, Val Thudium, I was also able to glean some of the strategies for bargaining and a general outline of what normally occurs in bargaining. My first question was about the absence of a current contract from the transparency section of our district website. She said that

Tony used the term “interest-based” to describe the most recent round of negotiations at the last union meeting of the 2014-2015 school year. He was explaining the negotiations as very much like this approach, though not in technicality since nobody on either side of the table had been trained in this form of bargaining. He said that the tone was very much like this approach though, since both sides were working towards the common interests of the union and the district. According to Mrs. Thudium, back in the day, Troy always negotiated under very amicable terms. It was very collegial, and there was never any bad blood between the two sides. The deals were always settled quickly, and it always felt like a fair deal. This all changed, however, ten years ago when the superintendent at the time died, and they moved up an assistant superintendent to the head position. What started out as an interim posting became an official post for Dr. Barbara Fowler, and it wasn’t really as good of a fit. It sounds like there was more than a beloved leader lost in the transition, but so too was gone the era of good will between district and association.

Important Issues in Bargaining

When you combine that with the financial hardships that hit Michigan in the last decade, things started to get much more heated at the negotiations table. The district, somewhat understandably, became very watchful of their money and in doing that it just became very contentious. Troy has come to pride itself on its fund equity, which in recent years has topped \$15,000,000, reaching upwards of \$20,000,000. With an operating budget of \$143,627,631 in 2105, this fund balance has hovered around the 15% mark for the past few years. With such a seemingly large bank balance, the union has made the case that the school district should not operate as a bank, but rather put the money in the places where it's needed, such as instructional staff and student servicing, rather than in the savings. The district previously had asked teachers to agree to step freezes and lane freezes, while the district "weathers" the economic perfect storm and sees how it fairs once the worst has blown over. Teachers agreed to this freeze with the understanding that it would be temporary, but it ended up lasting for about three years. With no pay increases, COLA increases, and no acknowledgment for additional degrees of higher education, the work force of Troy, the teacher who had helped to make it great, were remaining stagnant. Young, good teachers left the district for other districts that were conceding years of experience and service, where there appeared to be a better chance at earning a living and having a livelihood.

Furthermore, it really stung to know that the district was putting on an act, trying to save face in the public eye. They tried to make it look as normal as possible, while they were cutting the jobs of all the media specialists and other shared time teachers. They tried to make it seem as though the kids of Troy were not being affected, and the effort to spin the situation was astounding. A further blow to the relations between the teachers association and the district was

that while the teachers themselves had conceded to what they thought were necessary cuts for the good of the district, the superintendent and select other administrators (Assistant Superintendent of Human Resources, Jason Witt) actually took their scheduled pay increases. Our district closely resembled the CEOs of Wall Street, accepting bonuses while the rest of the country went to hell in a hand basket. Morale was at an all-time low.

Times were tough, but we were again granted a reprieve in the 2014-2015 school year, when a new superintendent would take the helm. Dr. Richard Machesky became the superintendent for Troy after serving in a verity of other administrative positions, including his penultimate role as Superintendent of Secondary Instruction. He right away set the tone for bargaining with the union by saying he wanted to get things off on the right foot, and undo the damage of the past few years. His leadership has been like a breath of fresh air for our district, and he has so far followed through on all of his “campaign” promises. He set out to settle the contract quickly and fairly, and his restructuring of our central office administration has given the district a new vision.

New Statutes and Issues

While Dr. Machesky has approached collective bargaining with an open and good-faith style, he has been honest with the outlook for Michigan’s public education funding and future. There have been several recent statutes such as health insurance caps, new step law, and state politics which are all impacting the districts’ ability to continue bargaining as it has in the past. The questions about per pupil state funding also makes the district feel like it is on very shaky ground when it comes to maintaining an accurate and solvent budget. As such, one of the things that our district has recently added to the contract as a somewhat non-negotiable provision to the section relating to the procedures for bargaining. It states that,

“It is agreed that in order to provide for the financial stability of the District so that it may continue providing a high quality educational program for students as well as appropriate and sustainable compensation for members of the teachers’ bargaining unit, the parties intend for the District to maintain a minimum fund balance of 12%... If the minimum fund balance is less than 12% according to an audit, the dollar amount necessary to restore the minimum fund balance to 12% will be calculated as... the deficiency. This amount shall be multiplied by 55.6%, and this amount (the “Contribution”) shall be the amount of savings that will be realized through a reduction in the bargaining members’ compensation, which shall occur by reducing the base salaries...”

It is further agreed that if the fund balance is more than 17%, this amount (the “Surplus”) shall be multiplied by 55.6% and this amount shall be paid in off-schedule payments to the bargaining members. Basically, the district is worried about the floor falling out from under them, and they want a guaranteed way of maintaining their healthy balance sheet. Likewise, if good fortune should favor the district, the teachers would share in the bounty. This two-way support is an interesting compromise in a difficult day and age to give some stability to an otherwise unstable financial climate. As Martin Luther King Jr. said, “we must either learn to live together as brothers, or we are going to die together as fools.”

Conclusion

In conclusion, bargaining plays an important role in education for the staff and district. For me, much of this information was new. I’ve always known *how* things were done, and what it meant for me on the bottom line, but in taking a closer look at our agreement and the process that goes into bargaining, I begin to understand the *why* of things as well. This was a very useful exercise, and one that will prove helpful as I move forward towards administration.

Resources

Mayer, Gerald. "Union Membership Trends in the United States." *Cornell University ILR School*.

Congressional Research Service, 31 Aug. 2004. Web. 19 July 2015. <<http://>

digitalcommons.ilr.cornell.edu/cgi/viewcontent.cgi?article=1176&context=key_workplace>.