

READY – SET - BARGAIN

Preparing for Negotiations



New Jersey School Boards Association

www.njsba.org | 609. 695. 7600 | 888.88NJSBA

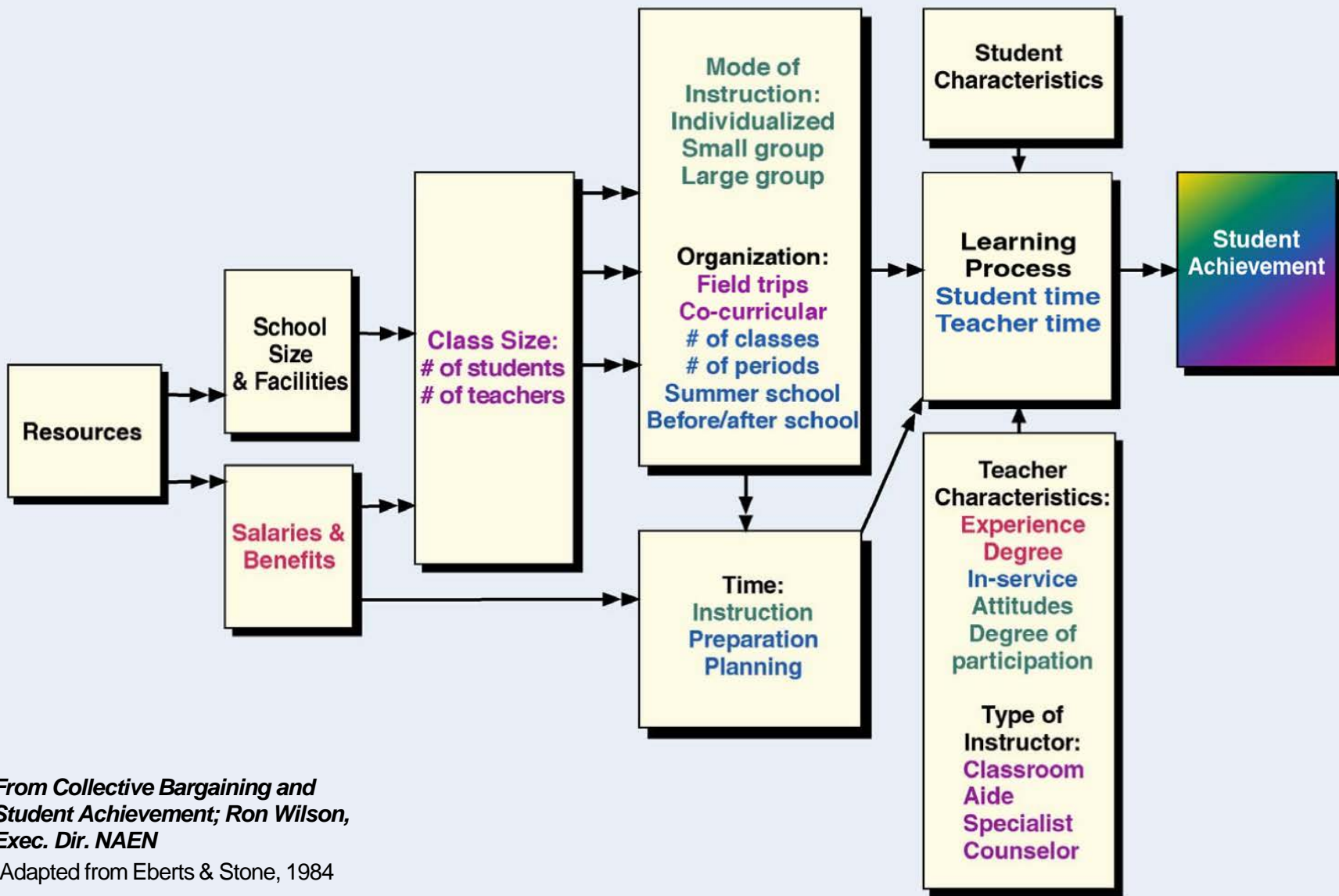
Compensation Biggest Cost Driver for NJ Schools

- For the average NJ district salaries make up 59% of current operating expenditures
- Salaries and benefits make up 80% of current operating expenditures

National Center for Education Statistics, U. S. Department of Education



Collective Bargaining Effects on Student Achievement



From *Collective Bargaining and Student Achievement*; Ron Wilson, Exec. Dir. NAEN

•Adapted from Eberts & Stone, 1984



N.J.S.A. 34:13A - 5.3

“...the majority representative and designated representatives of the public employer shall meet at reasonable times and negotiate in good faith with respect to grievances, disciplinary disputes and terms and conditions of employment....”



New Jersey -Scope of Bargaining

- The matter must intimately and directly affect employees' work and welfare.
- Negotiations over the matter must not be preempted by a statute or regulation that speaks in the imperative and leaves nothing to the discretion of the employer; **and**
- Negotiations over the matter must not significantly interfere with the exercise of inherent management prerogatives pertaining to the determination of governmental/educational policy.



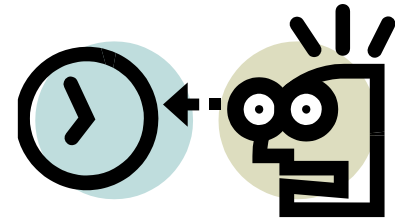
Not Negotiable in New Jersey

- Transfer
- Evaluation
- Job Descriptions
- Promotions
- RIF's
- Leave Verification
- Student Safety Concerns (Supervision)
- Staffing and Staff Deployment
- Academic Calendar
- Class Size
- Curriculum
- Instructional Material
- Non-renewal
- Pensions
- Time Keeping
- Certain Health Care Contributions



INITIATION OF BARGAINING

- WHEN
 - PERC timeline
 - Parties' agreement
- HOW
 - Union request
- WHERE
 - Selecting a place

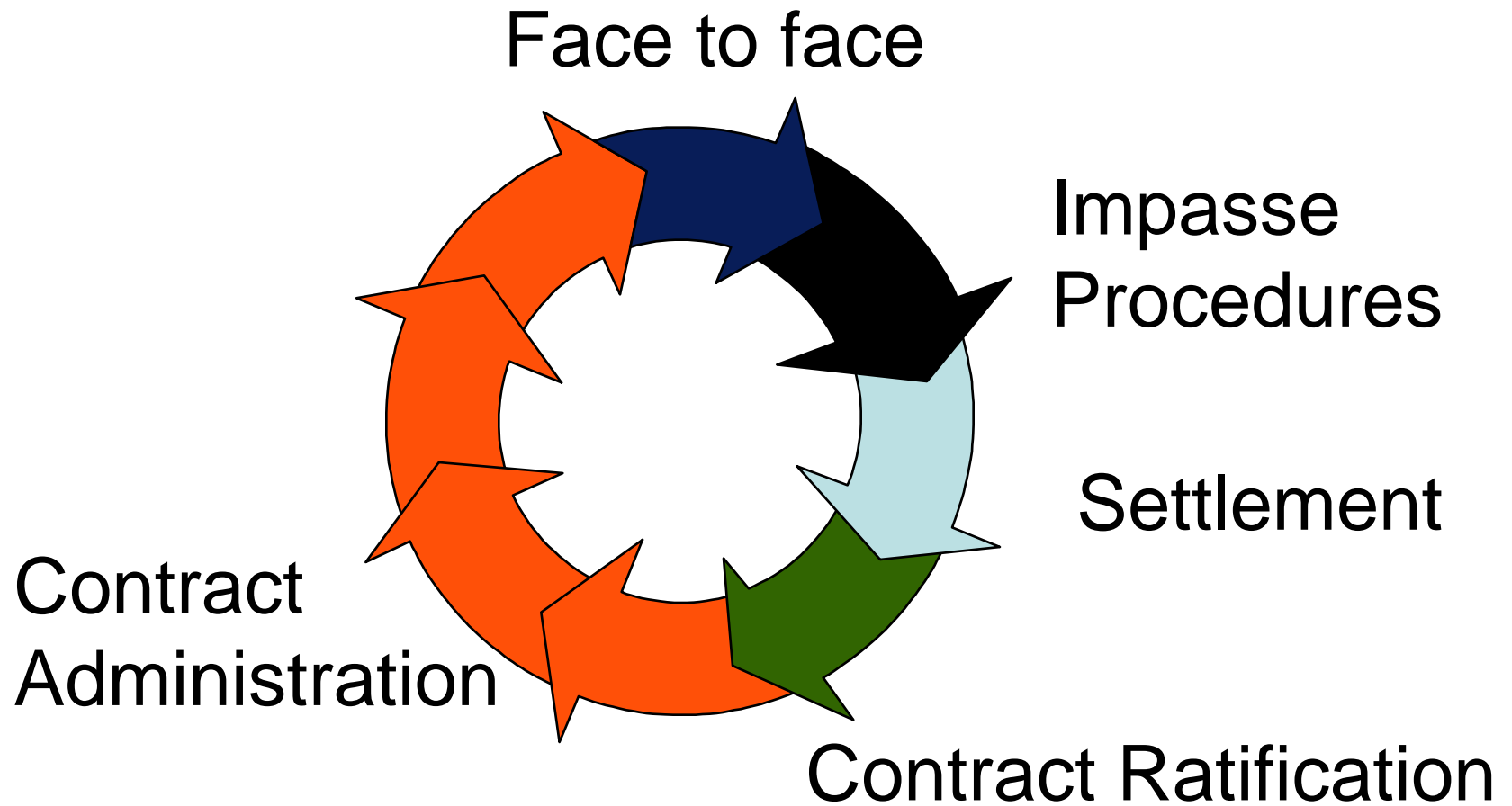


COMMON GROUND RULES

- Meeting Schedule
 - Frequency
 - Dates and Times
- Limits on new proposals
- Procedures for Tentative Agreements
- Advance Notice of Team Changes
- Blackout for Communications



Labor Relations Cycle



PERC's Impasse Procedures

Mediation

- Requested by either or both sides
- PERC assigns third party neutral
- Mediator cannot impose settlement
- Mediator does not care about terms
- Generally limited to three sessions
- PERC pays



Additional Impasse Procedures

- **Fact-Finding**
 - Different third party neutral
 - Parties pay
 - Recommendation for settlement becomes public after 10 days
- **Super-Conciliation**
 - Subpoena powers
 - 24 hour negotiations



IMPASSE SUMMARY

- **Impasse resolution is part of the collective bargaining process**
- **Impasse procedures are designed to help the parties reach voluntary settlement**
- **Neutral's interest is reaching settlement – not equity or impact on district; Neutral has no authority to impose a settlement**
- **Responsibility for settlement remains with the board! Be prepared!**



ROLE OF THE BOARD

- **Full board (except for those in conflict)**
 - Provide for training for team
 - Establish bargaining parameters
 - Establish goals
 - Determine priorities
 - Delegate authority to team
 - Decide whether to hire a “pro”
 - Ratify the agreement



ROLE OF THE TEAM

- **Translate goals into proposals**
- **Plan and direct strategy**
- **Exercise bargaining authority**

- **Relationship to full board**
 - **Need for cooperative bargaining effort**
 - **Ongoing communications (except for conflicted members)**



ROLE OF THE ADMINISTRATION

- **Responsible for Implementing the Collective Negotiations Agreement**
- **Provide Information and Guidance for the full Board and Negotiations team**
- **Superintendent and Business Administrator are Members of Negotiations Team**



PREPARATION FOR NEGOTIATIONS

- **Tasks to be undertaken**
 - Analyze existing contract/contracts
 - Consult with administration
 - Analyze grievance history
 - Cost out the contract
 - Analyze salary guide
 - Assess external factors
 - Consult with experts
 - Assess comparative data
 - Look at negotiations history
 - Understand Impasse procedures



PREPARATION FOR NEGOTIATIONS CONT:

- **Tasks to be undertaken**
 - **Analyze existing contract/contracts**
 - **Illegal language**
 - **Ambiguous language**
 - **Ill advised language**
 - **Costly provisions**
 - **Consult with administration**
 - **Awareness of the good, bad and ugly**
 - **Analyze grievance history**



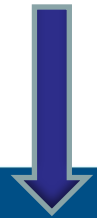
PREPARATION FOR NEGOTIATIONS CONT:

- **Tasks to be undertaken**
 - **Cost out the contract**
 - **Cost of salary**
 - **Cost of increment**
 - **Cost of benefits**
 - **Watch for hidden (and not so hidden) costs**
 - **Analyze salary guide**
 - **Policy which must be negotiated**
 - **Understand structure**

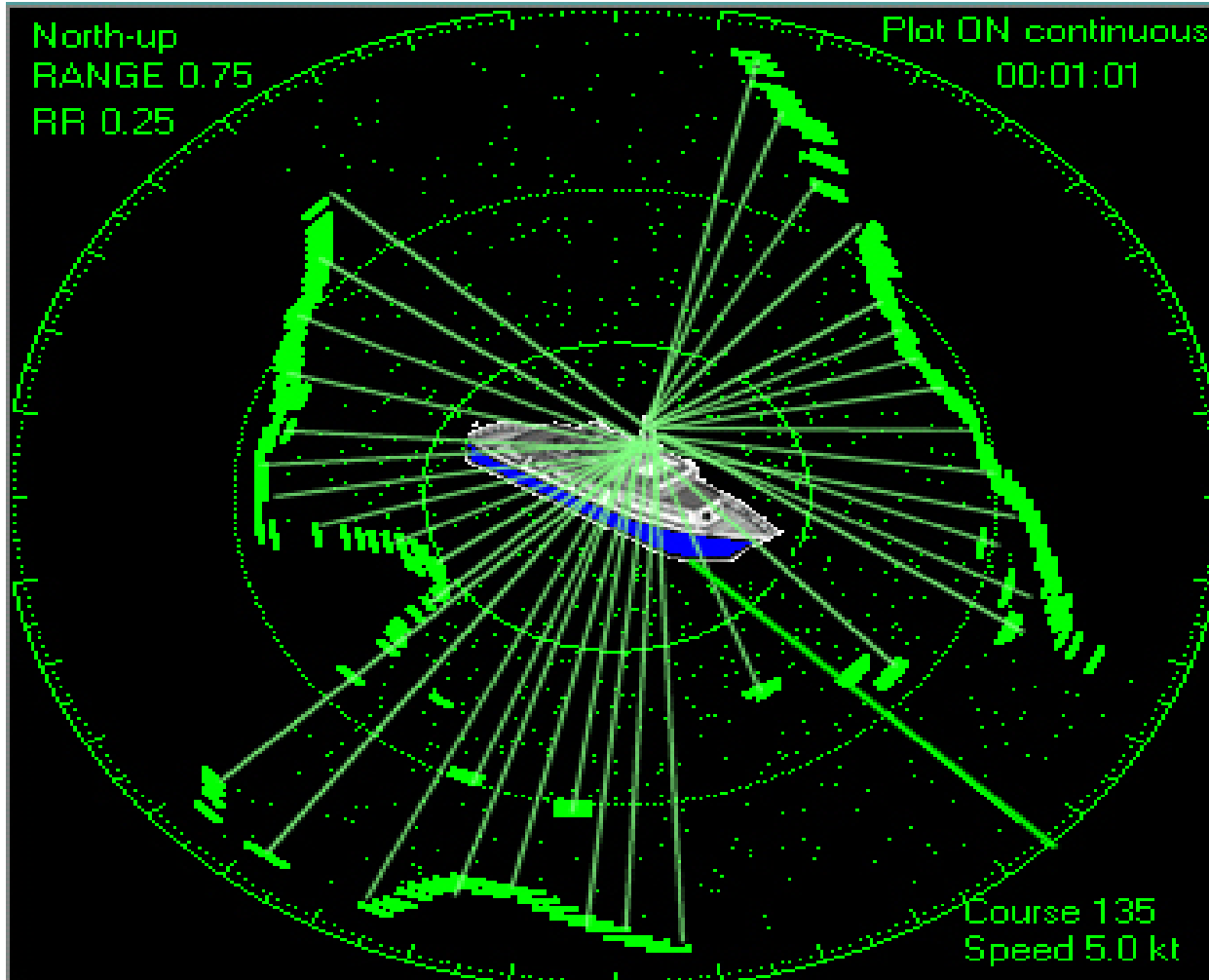


PREPARATION FOR NEGOTIATIONS CONT:

- **Tasks to be undertaken**
 - **Assess external factors**
 - NJSBA website – Labor Relations page, Current Economic Environment
 - **Assess comparative data**
 - NJSBA website – Labor Relations page, Current Negotiations Data
 - **Consult with experts**
 - NJSBA – Training Sessions
 - **Look at negotiations history**



SPECIAL CONSIDERATIONS FOR UPCOMING NEGOTIATIONS



HEALTH CARE - WHEN and WHAT to NEGOTIATE ?

“A public employer and employees who are in negotiations **for the next collective negotiations agreement** to be executed after the employees in that unit have reached full implementation of the premium share set forth in section 39 of P.L.2011, c.78 (C.52:14-17.28c) **shall conduct negotiations concerning contributions for health care benefits as if the full premium share was included in the prior contract.** The public employers and public employees shall remain bound by the provisions of sections 39 and 41 of P.L.2011, c.78 (C.52:14-17.28c and C.18A:16-17.1), notwithstanding the expiration of those sections, until the full amount of the contribution required by section 39 has been implemented in accordance with the schedule set forth in section 41.”

N.J.S.A. 18A:16-17.2

N.J.S.A. 40A:10-21.2

N.J.S.A. 52:14-17.28e.

(emphasis added)



In the Matter of Clementon Board of Education and Clementon Education Assoc.

- The maximum Chapter 78 contribution levels remain in effect for the duration of any CNA which begins prior to the sunset —reduced contributions cannot be negotiated for the second, the third, or subsequent years of a contract that began prior to sunset; and,
- In future contracts (those that begin *after* Chapter 78 sunsets), the Tier 4 contributions are the *status quo*, the full Chapter 78 contribution levels remain in effect indefinitely unless the board agrees to a change. The contributions do not automatically revert to the pre-Chapter 78 levels (1.5% of salary).



IMO County of Atlantic v. PBA Local 243, FOP Lodge 34 and PBA Local 77

“Static” Status Quo

v.

“Dynamic” Status Quo

Neptune Exception to Dynamic Status Quo



IMO COUNTY OF ATLANTIC; IMO TOWNSHIP OF BRIDGEWATER

- **NJSBA filed amicus curiae**
- **Salary step increments are a mandatorily negotiable term and condition of employment**
- **Explicit written contract language and did not reach the efficacy of the “*dynamic status quo*” doctrine.**



GENERAL ADVICE

- **Do not try to rush the process**
- **Always group economic items together to maintain a handle on total cost**
- **Be sure that all proposals, counterproposals and final salary settlement are inclusive of cost of increment and cost of longevity**



How can NJSBA's Labor Relations Department Assist?

- Contract Analysis
- Salary Guide Analysis & Assistance
- Data & Settlement Information
- Trends
- Guidance on Legal Changes
- Training in Negotiations



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NJSBA Website:

www.njsba.org

**In Our Services drop down
select Labor Relations**

