



BARGAINING WITH PRINCIPALS AND SUPERVISORS

Principals, administrators and supervisors in New Jersey schools have the same statutory bargaining rights as the employees they supervise. Under the PERC Law, all school administrators except superintendents, assistant superintendents and business administrators, have the right to engage in collective negotiations with their employing board of education over the terms and conditions of their employment. Many board members thus find themselves in the unusual and uncomfortable position of negotiating with members of their administrative team, a situation they do not face in the private sector where managers and supervisors do not have bargaining rights.

Private sector law and experience supports the clearly distinguishable line that exists between management and labor and reinforces a relatively clear and unambiguous sense of identity and associated loyalty. In the private sector, supervisors know that they are, and are perceived to be, part of “management” and rank and file workers know that they are “labor.” These distinctions are clearly understood and, while some private sector managers may feel powerless and first line supervisors may feel caught “in the middle,” the differentiated roles are present in all aspects of a private sector enterprise. Not so in New Jersey’s school districts.

Board members must recognize the unique structure of school districts that authorizes administrators to act in both management and labor capacities. An understanding of why administrators unionize, and of how to approach bargaining with members of the district’s administration, can help board members establish appropriate and productive working relationships with their management team.

Why Administrators Unionize

The decision to unionize for the purposes of collective negotiations is generally motivated by employees’ desire to participate in determining their terms of employment. Underlying the decision to unionize is the belief that strength can be gained through numbers and that bargaining collectively, rather than individually, can more effectively offset the employer’s natural advantage in controlling employment. Therefore, to a large extent, the decision to unionize involves a desire to obtain power.

Ultimately, the most significant power that a union can hold is the credible threat to disrupt the smooth operation of the enterprise. This may consist of picketing, “work-to-rule” slowdowns, demonstrations at board meetings, or the withholding of services.

These general reasons for unionization do not support or explain administrators’ decision to exercise their bargaining rights. Administrative bargaining units, varying in size from small to minuscule, do not provide the promised “strength in numbers”; and, even if the bargaining unit was inclined to threaten some form of work stoppage, the possibility of concerted activities from administrators would not be seen to pose serious, credible danger to the continued operations of the district. Therefore, it is generally understood that administrators have little or no bargaining power. Why, then, do administrators in an increasing number of districts choose to unionize?

Administrators unionize because their status in school districts’ organizational structure may lead to a problem with identity. Administrators do not have a natural and spontaneous identity with school management. Rather, most administrators are former teachers who continue to live and work with teachers on a daily basis. Administrators see themselves as sharing the professional status of educators with teachers. They are subject to, and beneficiaries of, the same statutes and regulations conferring tenure and retirement benefits and setting forth certification standards. They are products of the same professional schools and the same educational subculture. Indeed, many administrators were, in their former employment, active participants in the teachers’ union and appreciate the gains and protection available through the collective negotiations process.

Yet, administrators are no longer in the midst of the teacher culture. They are held at arms length by the teachers and the union leadership and they are confronted by different realities of teachers’ association negotiations. They find that these negotiated contracts frequently infringe upon the range of their administrative discretion and permit their decisions to be challenged through the grievance procedure. They perceive that this environment permits subordinates to “go over the head” of building administrators to deal directly with board members and the superintendent. They also feel that the environment adds to their disadvantage since middle management is

frequently removed from the ultimate decision making process. Therefore, administrators often perceive that they have the respect of neither their subordinates or their superiors.

In addition, administrators sense that without the protection of a union contract, they do not have a forum to appeal decisions which may adversely affect them and that they are even denied access to statutory binding arbitration of disciplinary disputes that is available to unionized employees. The perception that they are at the whim of their superiors has, of course, been heightened in difficult budgetary times when the benefits, salaries and work hours of non-unionized employees are vulnerable to unilateral board actions. This increases their sense of isolation and powerlessness and leads to a search to recover authority and status. The tempting and deceptively easy answer is to organize and to engage in collective negotiations.

Negotiating With An Administrators' Unit

To an even greater extent than bargaining with other employees, negotiations with administrators requires patience, sensitivity, and a high level of mutual respect and courtesy. Boards must balance their recognition of their administrators' lack of bargaining power with an understanding of the parties' important ongoing relationship in the management of the schools. While it is true that boards that are tenacious in negotiations can ultimately force the administrators' union to accept the terms that the board is willing to grant, boards must use their bargaining power judiciously. It is not in the interests of boards to humiliate the organizations that represent their administrators and to diminish the status of these administrators in the eyes of other employees.

Too frequently a board, coming away from negotiations with the teachers' unit in which it feels that the teachers "extorted" an inordinately high settlement, will resolve to win one small victory and appease the public by holding down administrators' increases. It may be that the realities in a district make a relatively low settlement for administrators appropriate.

However, boards must assure that their negotiations with their administrators' unit are not driven by a general frustration with collective negotiations and the desire to take revenge on a relatively powerless bargaining unit. Rather, boards must assure that their parameters for administrative negotiations realistically and objectively recognize the district's many needs, including adequate compensation for its administrators.

Boards must also be aware that while administrators do not have a great deal of bargaining power, they may hold considerable influence and persuasiveness. Negotiating with administrators, who work closely with board members and are always available to assist the board and its committees, can place subtle pressure on boards to make greater concessions than necessary in order to maintain a fine working relationship. Boards cannot forget that objective and realistic parameters for negotiations with administrative units must include a firm commitment to reject any proposals that would have the effect of diminishing the discretion of the board and superintendent in making management decisions.

In negotiating administrators' contracts, boards should keep in mind the fact that the negotiated agreement should deal, as narrowly and specifically as possible, only with the terms and conditions of employment of members of the bargaining unit. It should *not* be seen as a vehicle for defining the management role and discretion of administrators with respect to other employees; nor should it deal in any way with the terms and conditions of employment of other employees.

The authority and functions of administrators do not flow from and cannot be created by their collective bargaining agreement. These functions flow from and are created by state laws, rules and regulations of the State Department of Education, the policies of local boards of education, the administrative directions of the superintendent and, finally, by the nature and traditions of the administrative position. Boards should not allow collective bargaining agreements to infringe, in any way, upon the expected functions of administrative positions.

Achieving an appropriate balanced approach to negotiating with administrators' unit is necessary to effective school administration. This means that boards will need to carefully define and assess the economic standing of their administrators, analyze the existing contract to identify areas that interfere with the superintendent's and board discretion,¹ and establish objectively valid parameters for the district's bargaining goals.

And, finally, a word about parity, or "me too" provisions frequently found in administrators' contracts.² More often than not, the benefits and the salaries of administrators are determined by what has been negotiated with other bargaining units. The board may wish to give all employees the same levels and kinds of benefits, but, if it does, these should be spelled out in the administrators' contract, which should make no reference to contracts of other employees. There is no law of nature, or of collective bargaining, which says that the board is obligated to grant the same percentage increase negotiated with the teachers

¹ For a clause-by-clause analysis of the Principals and Supervisors Association (PSA) sample contract, please turn to the Appendix of *The Negotiations Advisor*.

² PERC has held that parity clauses, which automatically extend benefits that will be prospectively negotiated with one bargaining unit to another bargaining unit, constitutes illegal and unenforceable parity arrangements. See, for example, *City of Plainfield*, PERC No. 78-87, 4 *NJPER* 4130. However, clauses that extend the benefits already granted to one bargaining unit in concluded negotiations to another bargaining unit are not illegal. *Westwood Regional Board of Education*, PERC No. 90-31, 15 *NJPER* 20253.

to the administrators or that professional advantages must be the same for all bargaining units. Boards are free to negotiate with each bargaining unit separately and could negotiate with its administrators some form of professional benefit, such as paid attendance at conferences or subscription to a professional journal, which is not provided to other employees. In fact, it might not be a bad idea to do so. This could be a relatively inexpensive outward sign of the respect accorded to the special status of administrators.

Administrator Bargaining and the Management Team

Much is said about a “management team concept.” Boards frequently tell administrators that they constitute, with the board and superintendent, a management team, who collectively and cooperatively run the district in such a way as to produce, facilitate and enhance the highest quality education for the students that the schools serve. Administrators like to hear this; and they should like very much to believe it. What infuriates and frustrates them is hearing it, both at the bargaining table and elsewhere, and perceiving that, in fact, they have only a superficial or nominal role as part of the management team and that they have been largely cut out of the action.

What can boards do about this? They can, and should, clearly delineate the authority of administrators to run their schools, hold them accountable for the proper exercise of that authority, and then stay out of their way and let them do it. Boards should avoid the “Haroun al Rashid syndrome.” Haroun al Rashid was the caliph, in the Arabian Nights, whose custom it was to go among his subjects in disguise and right all wrongs and correct all the injustices inflicted by his judges, governors and other officials. However laudable the intent, this obviously undermines the authority and effectiveness of subordinate managers. Boards should not intervene in the administration of their schools and should allow the superintendent to direct and evaluate the progress of the administrative team.

Secondly, boards should provide opportunities for administrators to participate actively, in an advisory capacity, and to have some input in decisions on all matters touching upon the operation of the schools in which they can be expected to have some expertise and for the implementation of which they can and should be held accountable. This includes, as a minimum, such things as curriculum, student discipline procedures, criteria and procedures for evaluation of teacher performance,

creation and implementation of programs to improve teacher attendance, preparation of board proposals in teacher negotiations, and advice to the board on the probable effect of contract proposals of teachers’ and other unions.

It is important that mechanisms exist, and that they be perceived to exist by everyone in the school district, for administrators, as administrators, to have a voice in these matters. Here a distinction should be made. Administrators, as managers, should have a maximum opportunity to participate in consideration of these matters. Their union should have *no role* in such deliberations. At most, the existence of advisory committees might be addressed in a contract, although it is preferable that they not be the product of collective negotiations. The recognition of the importance of giving administrators input to appropriate decisions of boards should be seen as flowing freely from the enlightenment of the board and superintendent and not as the creature of the collective bargaining agreement. This is a difficult distinction to draw, but it must be drawn and strictly adhered to.

Finally, the board should go out of its way to find occasions to express its recognition and appreciation of the importance of administrators. This enhances the administrators’ perception of their role in the district, of the management team concept, and ultimately—and let us say it—works in the board’s favor.

Conclusion

Where these principles are followed, the unionization of administrators can be avoided where it has not yet occurred, and negotiations can be confined to salaries, benefits and a very narrow range of other terms and conditions of employment where unionization has occurred. Under these conditions, administrators can constructively be part of a management team and their effectiveness and value to the district can be enhanced.

What all of this boils down to is this. If boards wish their administrators truly to be management, they must treat them as management. This does not require the abdication of boards’ powers or a soft line in negotiations. It does require that, in negotiations and elsewhere, boards make it clear that they recognize and support their administrators’ special status as individual managers, hold them individually and collectively accountable for a high level of performance, and reward them appropriately. It is equally important that other employees, but especially teachers, understand that this is the case.