



THE ROLE OF ADMINISTRATORS IN NEGOTIATIONS

Administrators are invaluable resources to boards of education. Boards can and should engage in frequent consultation with their administrative staff to benefit from their knowledge, experience and insight. The importance of administrators' input also extends to boards' negotiations obligation. Administrators' everyday experience in administering the contract can provide the board with the best source of information about the strengths and weaknesses of the agreement; their knowledge of the union and of the membership can provide useful insight to the board's negotiating team; and their knowledge of their needs in administering their buildings or the district can prevent agreements which would present unnecessary, and avoidable, administrative difficulties. Boards of education should therefore avail themselves of this great internal resource and involve their entire administrative staff in various stages of the negotiations process.

Preparation for Negotiations

Building administrators and supervisors have special first hand knowledge of the existing contract. They know, better than anyone else in the district, the applied meaning of the contract for the employees they supervise. Reliance on this expertise is essential to boards' effective preparation and successful negotiations. Without administrative input, boards may incorrectly assess their districts' need for change. For example, some boards have fought long and hard in negotiations to preserve or avoid language "in order to protect our supervisors" only to discover later that those supervisors viewed the item as inconsequential. Other boards have failed to recognize the significance of certain language in preserving administrative flexibility and have given away items of real importance to supervisors. To avoid these unnecessary errors, it is important that your administrative staff be involved in identifying and evaluating changes in the contract that can affect the administration.

During the period immediately prior to negotiations, then, building principals and supervisors should assist in the preparation process. Each administrator should evaluate the present contract, and designate areas:

- that are perceived to be in need of change; how they should be changed, and what the anticipated outcome of the change would be;

- that should be protected and what their value is to him as they are presently constructed;
- that may be connected to union demands, either as additions, deletions or modifications and what he anticipates as the impact of such a change upon the district and, most importantly, upon his area of supervision.

This should be done by individual administrators. Administrators should also be brought together to discuss their opinions with each other. This increases the chance of uncovering developing practices regarding ambiguous contract language or matters on which the contract is silent.

Building administrators may also be asked to evaluate the board's initial proposals to identify the clarity of the language and to assure that the proposal protects the administration's flexibility.

In addition to an analysis of the provisions of the existing agreement and potential proposals, the administrative staff can also be asked to provide the board with a record of the district's grievances under the contract. This history can assist the board to uncover areas of the contract which may need attention in the upcoming round of negotiations, such as:

- areas where management needs greater protection and/or freedom;
- areas where the rights and obligations of the parties are unclear;
- areas where one can reasonably anticipate a union demand for change.

Your district should maintain a system for gathering and analyzing grievance information. This is more than a file of grievances submitted and their disposition. An analysis of grievances should include at a minimum:

- number of grievances filed by topic;
- the contract clauses most frequently cited by the union in grievances;
- the clauses relied upon by management in responding;
- classes of employees more prone to file grievances;
- the kinds of grievances that most often go to arbitration and which, on the other hand, fall by the wayside;
- the rate of settlement of grievances at the supervisory level and the rate of appeal;
- the disposition of grievances that center on the interpretation of contract language.

This analysis of grievances should be done by central office administrators in cooperation with building supervisors. Accurate records by supervisors are obviously critical to the usefulness of this effort. Grievance analysis relative to developing input for negotiations is a continuous process. It is also, unfortunately, a tedious, time consuming, difficult process which some supervisors may resist doing. Nonetheless, the successful management of the school district demands that it be done.

The district's business administrator, or board secretary, will play an important role in the initial costing out of the existing contract and in the accounting of the possible savings or additional costs of possible board positions. This role will continue during negotiations when the need to assess the economic impact of agreement to individual issues and the total cost of the contemplated agreement arises.

During Negotiations

We are frequently asked whether the superintendent or another district administrator should be the board's chief spokesperson at the bargaining table. Unless the administrator's prime responsibility in the district is labor relations, this is generally not a recommended arrangement. The superintendent serves as the district's educational leader; a principal serves as the building's educational leader; these positions may be compromised by a vigorous management orientation at the table. Wearing two hats can be a difficult and troublesome task which can diminish the administrator's effectiveness as an educational leader; many superintendents and principals would therefore find the role of chief spokesperson for the board as uncomfortable and inimical to other district responsibilities. There are, of course, a few unusual exceptions where the superintendent has welcomed the role of chief spokesperson and has, for years, successfully balanced his functions in the district. Therefore, in selecting its chief negotiator, a board of education needs to be sensitive to the potential conflict in roles, to the wishes of individuals, and to the relationships it wishes to establish or maintain in its district.

While the superintendent or building administrator should generally not be the board's chief negotiator, each plays an important role during negotiations.¹ A superintendent, or his designee, frequently sits at the table, with the board team, as a resource person. Although silent at the table, the administrator becomes active during caucuses advising the board team on administrative implications of the issue under negotiations.

The district's business administrator or board secretary can also play a role at the bargaining table. Some board teams are always accompanied by their "costing" expert; others wait until economic issues are discussed. Under any circumstances, a wise board team will not

make any commitments before the issue is carefully assessed by their business official.

Administrators should remain involved in negotiations even though they may never enter the bargaining room. Building principals and supervisors should evaluate union proposals and comment on:

- the impact of agreement to the union proposal;
- counterproposals that would be acceptable to the administration;
- their assessment of the priority of the proposal for the union leadership and for the rank and file; and
- whether this is a real issue for the bargaining unit or if it represents an isolated problem which can easily be resolved administratively without the need to add a contractual provision.

Administrative staff reading of, and comments on, possible board counterproposals can also provide good feedback to the negotiating team. Although the full involvement of all administrators may be valuable, this may become impractical, both in terms of efficient utilization of staff and in terms of sensitive, confidential issues. Boards may therefore want to rely on one or two administrative staff representatives. Regardless of the specific organization chosen to receive administrative input, boards should not ignore their rich and valuable administrative resources which can help them clearly to assess the issues and to avoid agreements which can tie the administrators' hands in future years.

The Impact of Administrative Involvement

Wise utilization of administrative resources results in informed board negotiations and in agreements which can protect administrative flexibility in delivering a quality, thorough and efficient educational system. In addition, administrative involvement fosters the administrative team's identification with the management of the district. Even if the consulted administrators never have an idea or insight that wouldn't eventually have been recognized by the superintendent or a board member, administrative involvement is worthwhile because it conveys to all administrators that the board perceives them as part of management. Administrative involvement shows that the board respects administrators' authority and judgment and intends to use negotiations to protect the administrators' ability to act. It proves that the board is sensitive to the needs of the administrative staff and recognizes that the negotiated contract with the employees they supervise can significantly affect their ability to do their jobs. Such involvement can be most successful in fostering the administrative staff's sincere identification with the school district's management and its goals and objectives.

¹Note, however, that the School Ethics Commission has held that administrators may have a conflict of interest that precludes their participation in their district's negotiations if: their spouse or dependent child is employed in the district and is in the bargaining unit covered by the contract under negotiations; or their spouse or dependent child is employed in another district and is a unit member of the same statewide union with which the board is negotiating. For additional information in this area, please turn to "Labor Relations Issue Summary: Opinions of The School Ethics Commission Affecting Negotiations" in the References section of *The Negotiations Advisor*.