



THE PITFALLS OF COMPARABILITY RESEARCH

You've got to be kidding! This association is never going to agree to those changes. We've earned those things long ago in negotiations and we are not going to give them up! Your proposals are outrageous! No association has agreed to that and we won't be the first!

Does this sound familiar? Experienced board members expect that, during negotiations, comparisons with other districts will be made by one or, possibly, both sides. Frequently, however, board members see the union's reliance on comparisons as self-serving attempts to divert attention from the real issues of the district. These board members may not only be tempted to ignore the union's data, they may also decide to completely avoid the use of comparisons at any point in their negotiations process. However, this possible reaction can be a board's first pitfall in comparability research as a blanket refusal to consider comparisons severely limits a board's effectiveness in negotiations.

For better or worse, comparisons are commonplace in almost all negotiations. Comparability is not just a phenomenon of the public sector. Its influence on the process can also be seen in private sector bargaining where the "going-rate" in a particular industry establishes a pattern of settlements. In both the public and private sector, comparability can be used by both parties to support and advance bargaining positions. Comparability is thus a fact of life in all aspects of the negotiations process. And effective negotiators know how and when to use and rely on comparative data. For example, consider a common situation where the association's desire not to be the first to agree to the board's cost containment proposal represents an extremely significant hurdle for the board. Just as boards are under pressure from their constituents to hold the line on the budget, local associations are constantly being prodded, both by the membership and the state association, to maintain and improve the salaries and benefits provided by the district. If the board can demonstrate that there are, in fact, many other districts that have agreed to similar proposals, then many of those union objections can be effectively addressed at all stages of the negotiations process, and the board will stand a much better chance of gaining acceptance of its proposal. However, this can only be possible if the board has done its appropriate comparability research. In addition, comparative data assumes an elevated role if and when impasse is invoked. One of the first questions the neutral third party will ask is: "How does your district compare with other districts?" If the board has gone through negotiations without examining the data available to support its position,

it will find itself in a very disadvantageous position during impasse as, by default, the neutral will rely solely on the association's characterization of the district's relative standing - a serious pitfall that could have been avoided through appropriate comparability research.

It is also imperative that the board educate the neutral in the changing climate affecting negotiations comparisons. An example of this is the 2% tax levy cap which was signed into law in 2010 and which placed new limits on boards' ability to develop and administer their budgets. Settlements reached prior to or immediately after enactment of this law have much less relevance, when making comparisons, than do those reached after the restrictions and ramifications of the law were understood. The board must understand and present to the neutral, in an effective manner, arguments that demonstrate the effect of the law and focus on relevant comparisons and not on those reached in the much less restrictive environment in effect before the law's enactment. Boards must therefore take the time, before negotiations sessions even begin, to gather the data and to use it appropriately and effectively.

However, as will be emphasized throughout this discussion, boards must proceed with caution when using comparative data. They must avoid another pitfall frequently encountered by board members who find reassurance in the tangible reference points provided by comparative data. These board members tend to rely almost exclusively on the data and lose sight of their district's unique situation and its own local goals for negotiations. Comparability research can be a most useful tool to boards of education, as long as it is used carefully, knowledgeably, and appropriately. Therefore, it is critical to know how to use comparative research to advance the board's negotiations efforts and how to avoid the most common pitfalls inherent in the use of comparability.

Establishing Comparability

The first step in comparability research is the identification of comparable districts.¹ Comparisons of a district's salary, benefits and language items with statewide figures may provide an overall view of where that district's employees stand in relation to every other district in the state. However, there are a wide range of factors that make up

¹ For a discussion of the various sources for gathering comparative data, please refer to "Sources of Settlement Information," on page 7 of this article.

different districts' profiles across the state. These factors establish differences among districts that can, and do, have an impact on what a district will agree to in negotiations.

Common Criteria

It is, therefore, important to select districts for comparative purposes that have similar profiles. This selection process is most often done on the basis of geography and demographics, as well as other factors that can have a tremendous impact on the process.

Geographic Basis Boards usually begin by comparing their teachers' compensation package to that of other teachers in the same county. The assumption is that teachers in neighboring areas work in similar districts under similar circumstances. School boards can broaden this geographic comparison to include neighboring counties, as well. However, in order to provide a complete and accurate picture, the board should also narrow its selection of comparable districts to adjacent districts in the immediate vicinity.

Undoubtedly, at least a few boards will discover that one, or maybe even both, of these comparisons yield results that initially indicate that the district's compensation package does not compare favorably. This will not mean, however, that the board will be forced to settle at a higher percent or dollar increase. Instead, these preliminary comparisons have served a number of purposes important to the board's perspective. First, the board has begun to assess the environment and understand some of the realities surrounding bargaining. Second, the board has identified an area where the union will probably present an argument for the need for a high settlement. The board will, at least, be aware and be able to prepare for this argument. Third, and most importantly, this information simply stresses the need for the board to make further comparisons based upon other criteria and methods.

Demographic Basis In order to ensure that the most thorough and complete data has been analyzed, the board will next want to compare itself to other districts with similar demographic profiles. The State Department of Education has developed a number of demographic variable classifications that help in identifying comparable districts.² These classifications include *socio-economic status*, which indicates the community's socio-economic background, based on factors such as educational and occupational background of its residents; and *enrollment group*, which defines districts' grade patterns, organization, and student enrollment.

As districts gain experience with the new budgetary restrictions of the 2% tax levy cap, other factors may emerge to assist boards to identify districts facing the same fiscal circumstances. Remaining aware and alert to the factors that differentiate districts, or that establish similarities between districts, is the key to establishing valid comparisons and to avoiding the proverbial pitfalls of comparing

apples to oranges.

Common Pitfalls

Making comparisons is easy. Making valid comparisons, however, is somewhat more difficult and time consuming. It involves going beyond the obvious, broad comparisons and looking at underlying factors that can invalidate a conclusion of apparent similarity. Recognizing some common pitfalls of comparability research can be most helpful in assuring that your conclusions are valid and in identifying and highlighting the errors in the union's comparability assertions. Therefore, it is imperative for the board to be aware of common "pitfalls" that occur during analysis and mask valid interpretations.

County Comparison Traps As previously mentioned, geographical location, specifically county averages, is one basis for identifying "similar" districts. Board members should realize that, often, this is the *only* criterion that unions, and even some boards, use when selecting comparable districts. This can be called a "county comparison trap" because this approach ignores differences that exist among districts in the same county. A district may, for example, be a small, elementary district. If this is the case, it would be unlikely that it could afford settlement terms akin to those negotiated in larger districts in the county. This is not to say that county-wide comparisons are invalid or will never be helpful. It merely suggests that further comparability research may be indicated. More thorough and in-depth analysis could be accomplished by using those demographics to identify truly "similar" districts in the county.

Short-Stop Traps Even if the board's negotiating team is diligent in locating districts in the county or area that have similar demographic profiles, it may still find unexplained discrepancies. Many board members "stop short," not realizing that exploration into less obvious areas could provide information that would bolster their bargaining positions. For example, a district whose salaries rank low compared to other districts' in the county may find, upon further investigation, that it provides a better health benefits package, more paid leaves of absence, has a shorter work year, or requires fewer work hours or teaching periods. Perhaps the reason for the difference lies in the grade pattern or enrollment grouping. Another explanation for the disparity could be that some of the higher paying districts may have difficulty attracting teachers for one reason or another. Possibly their schools have discipline problems, larger class size, or other such factors that require additional compensation in order to induce teachers to accept employment. To avoid the "short-stop trap," board members must keep in mind that comparability research must go beyond salaries to include the total compensation received and include the comparisons of work load and other working conditions.

What this all adds up to is a lot more work for the negotiator or bargaining team member assigned to do this research. However, if more in-depth research is undertaken, contract comparisons themselves will be more valid and, perhaps, more supportive of the board's position.

2 For a complete discussion of these demographics, researchers can consult the "comparisons" guide in the Current Negotiations Data (CND) area of NJSBA's website. Please consult the last page of this article for navigating to CND.

Settlement Rate Traps Several comparison difficulties fall into this category. These include:

Settlement Rate Definition Some districts define settlement rate as the average percent increase in salary over the previous year's, including increment and the cost of new fringe benefits. At the other end of the spectrum are those districts that interpret settlement rate to mean the average percent increase in salaries, not including increment or fringe benefits. The most common definition of settlement rate is the average percent increase in salaries, including increment but not including the cost of benefits. Regardless of which definition is used, the important point is to be consistent.

Settlement Date Another potential pitfall in comparing settlement rates is related to the date of the settlement. In any county, settlement rates included in reported agreements include a variety of contracts reached at different points in time. For example, a county average for any school year includes brand new contracts as well as increases negotiated three years earlier. Earlier settlements may have occurred in a different economic or political environment that supported higher (or lower) settlement rates. Those settlements may affect the county average. However, while those settlement rates may have been appropriate at the time they were negotiated, they may have become irrelevant and even misleading, if they are included in a comparison of trends in a changed climate of negotiations, especially since the enactment of the 2% tax levy cap. Therefore, boards are always well-served by considering changes in the environment and dates of settlements in their process of defining "current" trends in settlements.

Relying on Percentages Comparing only the settlement rate percentages among various school districts can also cause misleading conclusions. Average dollar increases should also be analyzed very carefully in conjunction with those percentages. Three similar districts may each have negotiated a 2.5% increase; however, these "identical" settlements appear quite different when the average dollar value is assessed. In one district, 2.5% may represent a \$1,425 average increase; in another district it may be \$1,610; and in the third district 2.5%³ may amount to an average increase of \$1,850 per teacher. Knowing the average dollar increase as well as the average percent increase can bring the salary settlement picture into clearer focus.

Salary Comparison Traps This is one of the most difficult areas that negotiators and comparability researchers face when compiling data from various districts. The format and structure of salary guides, for instance, are so varied that comparisons may be extremely difficult and the chance of error quite great. Again, however, awareness of the problems inherent in salary guide comparisons will facilitate avoidance of the pitfalls.

Average Salaries The first complication arises when average salaries among different districts are compared. The

reason is obvious: the average teacher salary in any given district is not only the function of the amount of money that exists on the guide, but also the experience and educational attainment of teachers on that guide. For example, let us assume that the average teacher's salary in your district is \$60,628 and the average teacher salary in another district is \$72,605. Your initial conclusion may be that teachers are better paid in the other district. However, if the average length of service in that district is 15 years and the average length of service in your district is 8 years, then your teachers' salary guide probably offers a higher level of compensation than does their salary guide.

Similarly, a district's average salary can be affected by the teachers' pattern of educational attainment. If the majority of your teachers are on the BA column, your average salary is likely to be lower than a district whose staff placement is generally at BA+30 and above.

Minimums and Maximums The second problem arises because the rates listed on the salary guide may not reflect the salaries actually paid to all of the teachers. Minimums on the guide may not offer meaningful comparisons to a board that has discretion in placement on the salary guide and, thus, could place a newly-hired teacher at a higher step if the board felt that it was warranted.

Also, actual salaries often go unreported and may distort comparisons. The maximums on the guide may not truly reflect the maximum that some teachers are paid. Some teachers may be paid "off the guide" once they have reached the maximum step. Maximum salaries may need to be verified with the districts used in the comparative research. Another aspect of maximum salaries that must be carefully considered by board members is longevity and supermax.

Longevity and Supermax When comparing teacher compensation across different districts, it is important to remember to include longevity and supermaximums in the analysis. Supermax refers to salaries paid above the maximum on the guide. Sometimes it is listed as part of the guide, other times it is contained in separate language. Longevity usually refers to additional salary payments made to employees after so many years of service in the district or after reaching a certain step on the salary guide. A longevity payment provision is usually indicated at the bottom of the salary guide although it may sometimes be found in another section of the contract. Ignoring longevity payments or supermaximums may result in deceptive comparative data.

For instance, let us say that your maximum step on the BA column is step 20 and teachers on that step are compensated at \$84,000 per annum. For the sake of simplicity, suppose that a district chosen for comparison also has a BA maximum at step 20 and the salary paid at the step is \$85,500. At first glance you may assume that teachers with 21 years experience in your district receive less salary than teachers with 21 years experience in the other district. But further investigation and calculation may reveal that your contract provides longevity payments and supermax payments above step 20 while the other

3 The numbers used in this article are for illustration purposes only and should not be interpreted as average or endorsed figures.

district's contract does not. If your contract specifies that teachers who were on step 20 last year shall receive a supermaximum amount of \$2,000 this year above the indicated maximum on the guide, and if your contract further specifies that teachers who have 15 years of service in the district will receive \$1,000 in longevity, then the story changes. The teacher with 21 years of experience in your district will be paid \$87,000 this year compared to the teacher making \$85,500 in the other district.

	Your District	Their District
Step 20	\$84,000	\$85,500
Longevity	1,000	—
Supermax	+ 2,000	+ —
	<u>\$87,000</u>	<u>\$85,500</u>

Thus, for any given salary comparison, districts will want to ensure that all forms of salary payment are included.

Number of Steps Another important area of consideration that is often overlooked when comparing salary guides is the rate at which teachers move toward maximum. Assumptions made about salary guides that have very similar minimums and maximums may be quite erroneous if the number of increments, or steps on the guide, are ignored.

To illustrate this pitfall, let's take the example of District A and District B. District A has a BA minimum of \$49,100 and a BA maximum of \$79,100. District B has a BA minimum of \$49,200 and a BA maximum of \$79,200. Neither district provides longevity or supermax. Preliminary review of this information may indicate that the two districts compensate their teachers almost identically. However, an important factor has been overlooked: the number of years it takes for a teacher to attain that maximum payment. If District A's guide has 14 steps and District B's guide has 18 steps, then a teacher on step 8 of District A's guide will be close to maximum and will probably be earning around \$60,000. A teacher in District B, however, will still be a long way off from achieving maximum payment on the BA column and will probably be earning around \$54,000.

With this additional information, very different conclusions may be drawn about the similarity of teacher salaries in District A and District B. To help avoid this pitfall and the problems inherent in comparing minimums and maximums, it may be advisable to also compare some mid-guide steps (such as steps 5, 7 or 10). When doing so, however, be wary of the years of experience.

Years of Experience In the past, the number of years of experience in teaching equated to their step on the guide. However, starting in the mid to late 1980s, this pattern became less reliable. Therefore, boards must be very careful of comparisons of salaries on the guide. In different districts, it cannot be assumed that the same step on the guide reflects equal years of experience in both districts. Since years of experience is a traditional factor increasing teachers' salaries, a comparison of salaries on the guide must be accompanied by a comparison of the years of experience at that step.

In addition, board members must be very cautious before assuming that a district with the same minimum and maximum amounts and the same number of steps, has similar salaries. For example, two districts with a twelve step guide may both have a first year teacher begin at step one. However, in one district the teacher moves one step per year on the guide and reaches maximum in 12 years. On the other hand, the teacher in the second district is at step seven for their seventh through their ninth year in the district and, consequently, does not reach maximum until their fifteenth year in the district. Therefore, the argument can be made that the teacher is better compensated in the first district because it takes less time to reach the maximum step on the guide.

Health Benefit Traps When comparing compensation packages among similar districts, it must be remembered that health benefits—for example, dental insurance—are not absolute. In other words, for any given benefit, whether it be dental, prescription drug, or optical, there is a wide range in types of plans, quality of coverage, cost to the district, and benefit to the employee. Districts should be careful to avoid the “dental insurance is dental insurance is dental insurance” trap.

For example, when researching the district's current health insurance package and costs, a board might discover that the cost of providing the district health insurance package (which includes full family coverage for basic health, dental, and a “stand-alone” prescription plan) has risen at a staggering rate over the last several years. Upon an initial survey of the previously identified similar districts in the county, however, the board discovers that those districts provide family coverage for basic health insurance, 99% of the districts provide dental insurance, and 69% of the districts provide a separate prescription drug plan. On top of this, and much to the board's dismay, 28% of those districts provide an optical plan, which this district does not. With this information, many less experienced researchers may conclude that their goal of containing insurance costs is not achievable. If this happens, however, those researchers may never discover that they were only looking at one-half of the total picture.

Differences Among Plans Upon further analysis, the researcher might discover that many of the insurance packages negotiated in the other districts differ in many significant ways. The data may indicate that many of the districts have negotiated employee contributions towards premiums and that most districts' prescription plans require higher employee co-payments. The board may also discover that many of the districts that provide optical insurance only provide employee coverage for the dental or prescription plan. Most likely, this more than offsets the cost and benefits of providing optical coverage. Finally, this district may also discover that a few of the districts have negotiated caps on some or all of their health benefits, which limits what the school board will spend for any given benefit or insurance plan. If the costs of the insurance plan exceed the cap, then the additional costs are usually absorbed by the employees. As the existence of an insurance cap establishes a maximum liability for the district, it is an essential factor

that must be considered in fringe benefit comparisons.

An initial survey of the prevalence of an insurance plan and the coverage under the plan may not tell the whole story. More information about cost, benefits, exclusions, and caps may need to be obtained from individual districts. With this type of information, the board is in a far better position to understand the issues and to address the association's objections to changes in insurance packages.

Using the Data

Collecting the appropriate data is only the start of comparability research in the negotiations process. The key to the benefits of comparisons is effectively using the data as a resource for the board (and board negotiating team) during preparation and as a bargaining tool during the actual negotiating sessions. The board must be very clear about its strategy when using, or holding back, settlement information. Effective use of data can make the difference in attaining many of the board's goals.

Preparing for Negotiations

At the initial stages of preparation for negotiations, it is imperative that all of the available data is gathered and organized in a manner that will be most understandable to the board of education. The full board, not just the team or one member, is responsible for setting the parameters for negotiations. Not all board members will be familiar with the intricacies of comparability data or bargaining, in general. Therefore, before negotiations begin, the full board should be thoroughly introduced to all of the data so that the board can reach consensus on realistic parameters.

Gathering the correct data and sorting it into useful information can be done by the negotiating team. However, it is only one part of the team's complex preparation process. There will be many other items such as a full contract analysis that will need to be done. Therefore, many districts assign one or two team members to gather the necessary information. It becomes that member's (or members') job to become immersed in comparability. The assigned member becomes very knowledgeable concerning the proper use of comparative data. In this way, the assigned member is able to logically and objectively (at this point) synthesize the information into a useful reference for the whole team and the full board. That member also becomes a valuable resource for the rest of the board. If that member is able to explain what the data represents and point out the many caveats to be aware of, then the full board will be able to use the data much more effectively in setting its parameters. Therefore, objectively presenting and assessing the data at this stage of the process is critical.

After the full board has reached a consensus, then the comparative data will be used by the team, not objectively, but as a means of supporting the board's negotiations strategy. Therefore, the board team must identify which data will support the board's positions at the bargaining table and which seems to support the association. The information can then be used by the team to determine what types of arguments can be made at the table to support its positions

and to anticipate the union's possible arguments.

Looking at the data from this perspective can alert boards to the need for additional research. For example, a district's relatively low standing in its salary levels can remind the board to gather information on other districts' total compensation package and to check out other districts' years of experience at various steps on the guide. This critical analysis of the gathered data can thus help a board avoid many of the pitfalls of comparability research. It can also forewarn the board of potential arguments that may be used by the union and help the board to prepare its own interpretation of initially damaging comparisons. And, even though the data remains unfavorable to the board, at least the team has been alerted to these potentially troublesome areas and will now be prepared to respond effectively when they are used against the board.

From the discussion, so far, it is obvious that gathering and analyzing the data is not a simple task. However, just as important as gathering and objectively studying the data, is knowing when will be the best time to use the data at the negotiations table, if at all. The data must be gathered in preparation for negotiations with the expectation that it will be used when the time is right. However, it is not "set in stone" that the data must be used at the table. Negotiations may be progressing exactly as the board has planned without the board team having to introduce any of the data. Therefore, it may not be in the board's interest to start discussing what has been occurring in other districts.

At the Table

In most negotiations, at some point in time, the union will present data that supports its arguments that the bargaining unit members are underpaid or "can never agree" to the board's proposal. Strategically, from the board team's perspective, the data it has gathered can be used to "take the wind out of the sails" of the union's arguments. If used at the right time, it may be just what the board team needs to move a particularly stubborn association negotiating team away from an unrealistic position.

However, be careful of how that data is used. The information can be used by the board team when it feels that it is necessary to prove a point. However, frame your comparisons carefully within the context of your bargaining goals. For example, a board team that prepares to support its proposal to increase the length of the workday simply on the fact that similar districts in the county all have a longer workday is sending a very particular, and possibly inaccurate, message: county comparisons, rather than specific district needs, will be a major determinant of the settlement. This position will make it difficult for the board to then refuse to accept a salary increase that is in line with other districts' settlement rates. Comparative data can be useful (particularly during impasse) in adding support to a district's proposal; however, specific district needs should be the major reasons for all the district's bargaining goals.

In addition, however, using too much information too early can be very detrimental to the board's position and indicate more movement than the team wanted to make. For example, if the union is demanding a 5 percent salary

increase and the board is offering 1.0 percent, then the introduction of a data sheet showing that current settlements are averaging 2.5 percent may not be helpful at that moment. The board team may inadvertently be indicating to the union team that it is willing to settle at least as high as 2.5 percent. Instead, that 2.5 percent may have been the *highest* percentage that the board was willing to offer. The board team could then find itself, at the early stages of negotiations, with no room for movement in salary and nothing to work with to achieve concessions or give-backs in other areas.

At this time, it may be far more useful for the board to use comparative data simply to refute the association's "underpaid argument." For example, the board team may want to focus on other areas where the district compares favorably from the board's perspective such as the number of days worked, hours in the day, or, in reality, any indicator that points out how "well" the teachers have it in this district as opposed to the districts identified by the union. If the district has a shorter work year than most of the other districts, then that could be used to demonstrate why the association's reliance on those other districts is invalid.

However, caution should be taken when using comparative data. Remember, there are always separate and unique issues within each district. If the board allows negotiations to completely focus on comparability, then it may find itself with a settlement that does nothing to address the issues identified by the full board before negotiations began. In most cases, comparative data should not be what drives the settlement. Instead, it should be a tool used by the board team to control negotiations and focus the talks on the needs of the district.

Updating Your Information

The process of gathering and analyzing comparative data does not simply occur during the preparation stage of bargaining. It must be a continuous process that is updated to reflect new developments and changing circumstances. Effective negotiations do not occur in a vacuum. Many unanticipated variables may emerge that can influence the process. For example, recently settled negotiations can intensify, or modify, earlier bargaining trends. What was a virtually nonexistent pattern in employment conditions as you were preparing for negotiations may now be a significant and emerging bargaining pattern that can affect the possibility of agreement within your district.

Be alert to these continuous changes. Continue to gather and analyze comparative data throughout your bargaining process. Stay aware of the changing environment that surrounds your ongoing negotiations.

Impasse

Even with all of this hard work and preparation, there will be times when the respective sides will be unable to reach agreement. Once this occurs, one or both sides will decide that there is an impasse. Preparation and updated information becomes even more important at this stage of the process. Mediators, and especially factfinders, rely

heavily on comparative data. Comparative data, therefore, will assume an elevated role during the process. Boards will have to point out the impact of changes external to the negotiations process, such as the 2% tax levy cap, that have reduced the comparative relevance of settlements reached prior to its enactment. It is up to the board to make the point that settlements can no longer be "as usual."

Keep in mind, however, that the neutral third party does not have any knowledge of the district's current situation and will depend on the parties' descriptions. The board must be able to present the data in an organized and informative manner that can convince the neutral that the board's position is supported by existing bargaining trends. Even boards that choose not to engage in comparisons during face-to-face negotiations must be prepared to present their comparability research during impasse. Updated, current data that includes your own district's perspective and addresses the fallacies of the union's positions can help boards to have a greater influence over the proceedings. Be sure, though, that your data includes your own district's information and addresses the inability of the district to meet the union's demands.

Summary

The complete process of negotiations is long and arduous, to say the least. The actual face to face meetings are only one component of the whole process. Many hours are spent discussing strategy, assessing the district's current situation, and analyzing data gathered from within the district as well as from other districts.

Boards must recognize the differences between each district and their situation at the time of settlement. Inevitably, some differences will exist even when the districts are considered similar. Each district will have some unique issues that must be addressed. Comparative data will provide a strong base of knowledge for formulating positions on those issues.

Obviously, comparative data can have far-reaching and important consequences for boards of education. However, board members must keep in mind the many caveats involved when using comparative data. Caution must be exercised when analyzing data and deciding if and when to use it at the table. Not all negotiators, whether they are professionals or board members, agree on the true value and benefit of comparative research. Regardless of this, comparative data has become prevalent in many negotiations. Therefore, it is extremely unwise to avoid studying the data, at the very least, during preparation. The need and importance of comparability data should become clear as negotiations progress.

A final caveat should also be noted. Proper usage of the data is the key to the effectiveness of the comparative research. The data can assist in reaching a settlement but don't let it be the dominant factor that drives the settlement. The board might find itself with a settlement that does not address the original concerns of the board. Effective usage also includes the timing of the presentation. Use at the table should be done strategically and with the

board's identified goals in mind. There should be a reason why the information was shared at that time. It could be used to support a board proposal or to bring the union back to the reality of bargaining with the district's needs in mind. Comparative data will be most effective when used within the context of established parameters. As one prominent negotiator maintains, "We must use the figures, not let the figures use us."

Sources of Settlement Information

It is very important for a board of education to have the most up to date information possible. However, it is equally important to have the most complete and thorough information. The logical question then becomes: where does one go to find all of this comparative data? Well, there are many sources that can be tapped for this information. Boards will need to synthesize the data gathered from the various sources into a comprehensive format that will allow for an objective overview. The following is a list of the sources of information available that can assist boards:

Current Negotiations Data (CND) on NJSBA's web site at www.njsba.org This resource, accessible to board members, administrators and other members, contains the latest district-by-district listings of teacher's contract settlements across the state. Included in the settlement summaries are settlement rates, settlement date, length of the contract, changes in health benefits and work time, as well as other negotiated board achievements. The settlement information is obtained through direct district surveys to the board's administration office.

NJSBA also compiles teacher's collective negotiation agreements. Certain provisions of those agreements are summarized to assist the user in making comparisons easier. Those summaries include salary guides, longevity, leaves of absence, payment for unused sick leave, and other negotiated contractual items. If your research goes beyond the data summaries we have available, we now have posted on our website the most recent teacher's contracts which NJSBA has on file for each district.

This information can be found under the "Our Services" heading on the NJSBA home page by selecting "Labor Relations" from the drop down list. Under the "Current Negotiations Data" area, you'll see two buttons – one requires you to log in with your username and password – the other takes you to a summary page on recent settlements. The password protected area contains a more extensive list of printable reports, and also includes the teacher's collective negotiations agreements.

Customized reports, based upon your chosen criteria, can also be requested through the Labor Relations section NJSBA by calling 609-278-5224.

Economic Statistics for Negotiations As a service to assist school boards with negotiations, NJSBA collects key economic data from state and federal labor offices. These economic statistics – which are updated monthly – can help school boards educate unions about the difficult new

economic environment under which school districts operate. The information can also be valuable during mediation and fact-finding.

NJSBA gathers the information from the U.S. Department of Labor's Bureau of Labor Statistics (BLS), a federal agency that produces impartial, timely and accurate data relevant to the collective bargaining process. Most of the information presented has been gathered from the BLS database, which is updated continuously. In addition, New Jersey-specific information is found at the state Department of Labor and Workforce Development.

A printable report containing all of this information can be found on the Labor Relations page of NJSBA's website. Look for "Economic Statistics for Negotiations" under the "Issues and Updates" section of that page.

County Associations County meetings and negotiations roundtables provide a comparative researcher the opportunity to discuss settlements with other districts. The meeting can be used to supplement missing information or to discuss issues that were occurring in that district at the time of settlement.

NJEA Research & Economic Services Annual Statistical Publications This annual data may be found in each district's superintendent's office or can be obtained from the NJEA at 180 West State Street, Trenton. The NJEA data is based on questionnaires received from district administration offices and can be useful as a supplement to the NJSBA reports. Be aware, however, that the data is published on an annual schedule and may not be as up to date as CND data. The NJEA data also does not provide the same thorough breakdown of information as that presented in CND. Nevertheless, this resource may provide some insight that will assist boards' negotiation teams anticipate the possible arguments that the association team might bring to the table.

NJ Department of Education A wide variety of information is available on the State's website at <http://www.state.nj.us/education/data/> which provides links to information such as the NJ School Performance Report, enrollment levels, and state aid summaries.

Direct Calls Much like the County Associations, this may provide the researcher with the ability to supplement needed information or provide insight into a district's current situation and the situation at the time of settlement.

NJSBA Labor Relations Department The staff professionals are always available to provide advice, as well as the very latest teacher settlement information. If you need assistance, please call the Labor Relations Department at (609) 278-5219.

These sources of information will assist board members during both preparation and during actual bargaining. However, if the negotiations proceed to impasse, there are additional sources of information that can be studied. For a listing of these sources, please turn to the article "Factfinding" in the Impasse Procedures section of *The Negotiations Advisor*.