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Essentially, I was asked to respond to whether school boards and unions negotiate on the same side of the bargaining table. The fact pattern that was presented to me as possibly representative of one party bargaining is an agreement between the Ann Arbor Public Schools and the exclusive representative for the teachers. This case as submitted to me asserted that the school district and the union negotiated over merit pay in contravention of a "2011 law passed by the GOP controlled legislature in Michigan." The task given to me further asserted that the district "worked with the union to circumvent the right-to-know law." Furthermore, it was asserted in the task that union contracts were re-opened and renegotiated before the RTW [H.B. No. 4003 (2012)] became effective and for 3 years those employees are locked into contracts where they must financially support a union to be employed."

Before I respond to the task given to me, I will first set the stage for my response. I bargained for two school districts as the Director of Personnel & Labor Relations of one school district and the superintendent of a second school district. I am currently a professor and a member of the union at the University of New Hampshire. While I voted against unionizing the faculty in 1990 when I first joined the university, I joined the union strongly believing that I should not receive a benefit on the backs of others. I also wanted, and exercised, my right to disagree with the union when I thought that they were wrong. I have written extensively on labor relations issues in education.

First, I cannot respond to whether the Ann Arbor violated the 2011 law. I do not have time to research that law. However, I note that the 2012 law states the public employer **shall** bargain "in good faith with respect to wages, hours, and other terms and conditions of employment" (Sec. 15.(1)). Without the benefit of reviewing the language that asserts that it circumscribes the wages that can be bargained, it appears that the school district is required to bargain wages, which would include merit pay. I do not know what the controversy is.

Second, I cannot respond to the assertion that the school district and the association worked (conspired) to circumvent the right-to-know law. The only facts to support this conclusion is that the union and the school district renegotiated their contract before the law became effective. If the two parties negotiated a contract that was valid at the time of the negotiations (prior to the effective date of the legislation), then I fail to see what the problem is. The legislature chose the date of implementation. Prior to that date the negotiation was legal. To argue contrarily is to assert that the effective date of the legislation is when it is passed not when the legislation states when the law is effective. If the legislature passed a law on September 10, 2014 that the speed limit on its highways would be reduced to 55 MPH on December 1, 2014 the police could not issue citations for driving 60 MPH prior to December 1, 2014 asserting that the law had been passed and therefore

they are violating the law. Similarly, if the legislature passed a law on September 10, 2014 prohibiting the sale of handguns effective December 1, 2014, the police could not prohibit the sale of handguns prior to the December 1, 2014 effective date of the law. Why is it that there is a concern that the districts and unions acted legally prior to the deadline of a new law? Does this higher standard only apply to public sector unions?

Third, because unions have the first amendment right to seek redress and influence the actions of government, it is asserted that school board members are essentially the tools of unions who have supported their election. This is an assertion with little to no facts to support it. If this were true, collective bargaining should take a bare minimum of time. There should be no controversy, there should be no impasse, there should be no strikes, there should be no work to rule. There would be a tacit understanding that the union tells and the school board serves. My 18 years in the public schools, with most of it as an administrator belies this assertion. The remedy to this asserted undue influence, is to make sure that the union has no voice in the election of officials. Should voice only be given to business? Employees must remain silent?

The idea that all or even most school board members are governed by the union and do the bidding of the union is to denigrate school board members. Once again, what is the remedy? Why is it that only teacher unions are nefarious and greedy, and that businesses never look to get the best deal that they can from elected public officials? Individuals and their organizations lobby government. Is the assertion that some voices are valued and others are not?

It is interesting to note that HB 4003 prohibits teacher unions from bargaining a fair share/agency fee. The underlying assumption is that this is fair to employees. But in that same piece of legislation, the legislature adopts the position "a public employer or this state may agree that all employees in the bargaining unit shall share **fairly** in the financial support of the labor organization . . .." (Sec. 15(1)(4)(b). Why is it fair for one employee group to fairly share in the work of their representative but not another?

Implicit in our communication is the role of unions and the RTW law. I do not have the time to fully explicate the problems that a union labor model thrust on public education creates nor on do I have the time to discuss fully what it means to try to eliminate the voice of workers through silencing their representative. I will conclude with a few observations.

• RTW ostensibly argues that it is the worker and his/her rights that are being protected against the "avarice of the union bosses." RTW argues that workers should be forced to not join a union or pay a fee for the service that they receive from the work of the union, which is actually the work of their colleagues in their schools, but still enjoy the fruits of the labor of others. If workers believe that the union does not work in their best interests, then the workers can vote to decertify

the union. Workers can organize to overturn public collective bargaining laws through legislation if they believe that their rights as workers are trampled by the union. These are legitimate responses to a perceive injustice. However, to take a position that I don't have to pay for a benefit that I receive seems unjust. Do these employees who eschew the work of the union ever use the contract to support their perceived rights?

• Should the rights of the employee who does not want the negotiated contract to structure their working relationship with their employer, work to establish a dual system in which those employees who want to be part of a union collectively bargain with their employer, while those employees who do not want to be involved with a union bargain separately with their employer? If the model is private business where there is no union, why are organizations and employees not asserting, lobbying, and taking public stands that they should be treated differently and should be allowed to bargain on their own without the interference of the union?

The question of why it is appropriate for some to benefit on the work of others while not trying to remedy the situation in which all parties are responsible for their conduct with no free ride form others seems to be unaddressed. If individuals or groups do not want public sector unions, I would respect their position more if they stood up publically and say that unions must go and not try to work obliquely to destroy unions.