

Will there be a teachers strike at LFHS in September, 2016?

The teachers union at LFHS is the "Lake Forest Education Association." The LFEA contracts with the school board for the services of the teachers. After their contract had expired in mid-summer, the LFEA began the new school year in September, 2006 as negotiations continued. In November of that year the teachers performed "informational picketing" – picketing without striking.

If you give fat raises to the teachers every year, do you get better, happier teachers? That was not the District 115 experience. Starting with the 2006/2007 school year, the LFHS teachers got a six percent raise every year for five years. This resulted in two things: (1) inflated teacher expectations and (2) extreme financial burden on the District.

Teacher Expectations: Six percent annual raises were three times the inflation rate. Compounded, that would result in a doubling of nominal pay every twelve years. Were this to continue, our teachers would soon be paid more than heart surgeons. Six percent *per annum* was simply not sustainable.

Extreme Financial Burden: Two years after that five-year contract was signed, the national housing crash limited the district's ability to raise school taxes even as it strained district residents' ability to pay their school taxes. At the same time, teacher retirements halted for two years which prevented the entry of young, less expensive teachers in replacement. These factors nearly emptied the district's fund balances. Facing additional years at six percent, the district fell into financial crisis.

The Path to Black

Deep in the public sector equivalent of red ink, the school board mapped a path to return to solvency. Discretionary expenses were postponed, operating costs were cut, capital projects were canceled. And when the teachers' contract finally expired, the LFEA grudgingly agreed to one year

without increase. The school year of 2011/2012 would therefore mitigate some of the salary bloat of District 115 compared to neighboring districts.

The teachers saw it differently. After all, if the district could meet big pay increases every year for five years, why did they now get nothing? If they were on track to be paid like heart surgeons, who changed their tract and why? Because the five-year contract was followed by a brief, single-year freeze, the negotiations never slowed and the two sides became entrenched.

The negotiations of the teachers union were handled by seven of their members – the Negotiating Committee. While the school board had to consider the varied interests of the district taxpayers, the Negotiating Committee answered only to the interests of the teachers. Not surprisingly given that recent history, the teachers demanded 18.8 percent over three years.

The school board offered 9.7 percent over three years. Positioned hardened, deadlines passed and talks collapsed. [LFHS had its first teachers strike ever.](#)

By coincidence, the Chicago Public Schools suffered a strike at the same time, their first in 25 years. The contrast was stark. In Chicago, the teachers were paid far less and were seeking more modest increases. They were also concerned about their physical safety in the classroom and the planned closing of many schools.

At LFHS where many teachers make six-figure salaries, the continued demand for six percent annual raises to work in secure comfort was unseemly. When their strike threatened to disrupt homecoming weekend, the teachers settled for the deal they could have had the prior summer.

Revenge of the Negotiating Committee

Once upon a time the work day was simple: When the sun came up, you went to work. When the sun went down, you were finished for the day. Then came the steam engine and the Industrial Revolution, and with it the system

of a regimented school day defined by eight periods of 50 minutes each. Teachers' contracts routinely provide an innocuous provision for the union to approve changes to the school day. If the school board wanted to divide those 400 minutes into seven periods or nine periods, it would need LFEA approval.

It is now two centuries since the Industrial Revolution. One year after the LFHS strike, Deerfield, Highland Park, Glenbrook North and Glenbrook South high schools had changed their school day format to "block scheduling" allowing for some long periods and some short periods with different patterns for the days of the week.

We went through a lengthy process to bring block scheduling to LFHS called the "New School Day Initiative." The school administration, parents and other district residents, teachers and students were involved. Initially, 20 alternatives were identified. That was pared down to four and then to one. Nearly everyone was enthusiastic about the agreed change.

The LFEA Negotiating Committee informally polled its members and determined that a majority would accept the new plan. If the Committee had conducted a formal vote, the plan that all stakeholders had collaboratively chosen would have become a reality for the 2014/15 school year.

The Negotiating Committee also determined that a larger majority of union members preferred a different plan, one that had been rejected because it did not meet the goals of block scheduling and because of implementation problems. So, to impose the will of the teachers on the other stakeholders, the Negotiating Committee changed their internal voting rules, requiring two-thirds instead of a simple majority of union members for approval.

And then on February 11, 2014, the Negotiating Committee brazenly announced that there were just not enough votes (by their new standard) for passage of the new plan and so it would not even submit the matter to a formal vote. The New School Day Initiative would be held hostage by the LFEA teachers union Negotiating Committee.

The School Board Offers Carrot, and more Carrot; Maybe Stick

The four-year deal that resulted from the strike would run from 2012/2013 through 2015/2016. Raises were partially based on the changing level of the Consumer Price Index, the "CPI." Inflation fell to such low levels in recent years that some of the adjustments the teachers may have expected did not materialize. Still, the first three years of the four-year contract produced raises of 2.5, 2.5 and 3.75 percent.

Then, in February, 2015, one year after block scheduling had been stymied, the school board realized that the CPI would result in the fourth year of the four-year contract to again be 2.5 percent. Added to the resentment from their failed strike, another strike became likely. The arbitrary behavior of the LFEA in derailing the New School Day Initiative seemed to confirm that, making block scheduling a bargaining chip they could trade for more pay.

And so the school board did a remarkable thing: They entered negotiations to replace the fourth year of the strike contract with a new one-year contract that offered higher pay. The one-year deal offered a 3.79 percent increase instead of the 2.5 percent that had resulted from the strike deal. It also provided that the teachers must reach a workable agreement on block scheduling by December 31, 2015.

The one-year deal further provides that if a workable agreement on block scheduling were reached, then the LFEA contract would be extended for three additional years with raises of 4.42, 3.32 and 4.4 percent, thus stretching the time since the strike of September, 2012 to seven years until the next contract arises.

On the other hand, if the teachers cannot produce a workable block scheduling proposal that can be implemented for the 2016/2017 school year, then there would be no three-year extension. In that case, September, 2016 would probably be the date of the second LFEA strike. And the school board would have, quite properly, done everything possible to avoid it.

Accordingly, if the teachers fail to put forward a workable block scheduling plan, abandon the three-year extension and instead demand a new pay

negotiation and ultimately strike, a well-informed district would undoubtedly support the board if it were to hire a full staff of substitute teachers to carry on indefinitely, yielding nothing further to the LFEA.

The union contract and the social contract

The teachers voted on June 5th 108 to 14 in favor of substituting contracts for the 2015/2016 year with the three-year contingent extension. The school board voted on July 14th also in favor. This allows a calculation of the 13-year LFHS teachers pay growth from July 1, 2006 through June 30, 2019 as follows:

By contract, the overall percentage increase in teacher pay for each of the 13 years is 6, 6, 6, 6, 6, 0, 2.5, 2.5, 3.75, 3.79, 4.42, 3.32 and 4.4. Compounded that is 70.5 percent.

According to the Department of Labor, Bureau of Labor Statistics (and making the contractual assumption about post-2016 inflation) the CPI increased in that same period by 30.3 percent.

This means that nominal teacher pay growth has exceeded inflation by some 40 percent over those 13 years. Could smart, young teachers have made more money by working in the private sector instead of government service? Probably.

But there is a social contract with civil servants that trades job security for pay. It is almost impossible to fire an LFEA member for poor performance. It is impossible to adjust an LFEA members pay for merit. In fact, there is currently a lawsuit pending in Illinois state courts for district payments for three teachers who worked for the district without LFEA permission.

In the private sector, employees may be rewarded with higher pay if they do an exceptional job just as they are fired if they perform poorly. And sometimes they do an exceptionally good job but market conditions change so they lose their jobs anyway.

The five contracts that span these thirteen years, including one strike, two pickets, an ongoing lawsuit and thousands of hours of negotiations have resulted in a 40 percent increase in real pay for the LFEA members. If that is not enough for them, perhaps they should have proven their worth in the private sector.

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