

Forced-Unionism Abuses Exposed

The facts Big Labor bosses would rather you didn't hear about.

National Right to Work Committee • 8001 Braddock Road • Springfield, Va. 22160
www.nrtwc.org • (703) 321-9820 • (703) 321-7143 (fax)

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Compulsory unionism breeds corruption. In each issue of "Exposed," the National Right to Work Committee will highlight yet another example of union-boss abuse spawned and perpetuated by Big Labor's government-granted privilege to force workers to pay union dues, or be fired.

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'Victory For Collective Bargaining' Cuts Nebraska Shop Teacher's Pay by \$2350

Thirty-three states now have laws on the books authorizing union officials to strip teachers and other public school employees of their freedom to decide how they will negotiate with a school board over wages, benefits, and working conditions.

Under these statewide teacher monopoly-bargaining laws, educators, including many who have chosen not to be union members, are forced to accept union officials as their "exclusive" negotiators in employment contract talks.

The bosses of the powerful National Education Association (NEA), far and away the biggest union in America, and other teacher unions sometimes claim that their legal privilege to negotiate working conditions for school employees who don't wish to join a union or pay dues is a "burden."

But government-imposed union monopoly actually lays a heavy burden on teachers with unusual talents.

Snubbing gifted, hard-working teachers, the NEA union hierarchy categorically opposes "any . . . system of compensation based on an evaluation of an education employee's performance."

Official NEA policy also reflexively "opposes providing additional compensation" for hard-to-fill teaching positions.

NEA locals across the country zealously follow these collectivist policies. For example, early last year lawyers for an NEA subsidiary in Missouri sued the tiny Sherwood Cass School District after it had paid seven science and special education teachers up to \$2000 extra as an incentive to remain on staff in those specialties.

And just last month, Nebraska shop teacher Matthew Hintz had the dubious honor of seeing a \$2350-a-year "bonus" he had been granted when he was hired by the Crete School District in August 2000 judicially declared null and void under his state's teacher monopoly-bargaining law.

The Crete School District, serving a community located several miles southwest of Lincoln, wanted to pay Mr. Hintz more than the \$21,650 starting salary to which the bosses of the NEA-affiliated Crete Education Association (CEA) union were willing to agree.

Mr. Hintz was the only qualified applicant who was still interested in the job, and he had 10 years of professional experience. The school district was concerned he might go elsewhere if it offered less than the \$24,000 for which he was asking. Therefore, the district offered Mr. Hintz a permanent "bonus" to cover the difference between the salary he sought and what the CEA brass would allow.

CEA officials then promptly filed a complaint with the Nebraska Commission of Industrial Relations (CIR), claiming the agreement was a "deviation" that violated the state's teacher monopoly-bargaining law. When the CIR agreed and ordered the district to cut Mr. Hintz' pay by \$2350 as of August 2, 2001, the district went to court.

Attorney Karen Haase made it clear that the district did not purport to have any right to pay any educator even one dollar *less* than the union contract specified. "Think about it," she said. "The district got sued by the union for paying one of its teachers too much."

But on December 13, 2002, the Nebraska Supreme Court unanimously reaffirmed that the district had indeed paid Mr. Hintz too much, and ordered that the pay cut imposed by the CIR be implemented immediately.

According to the *Omaha World-Herald*, teacher union lawyer Mark McGuire hailed the ruling as a "victory for collective bargaining."

The latest slogan dreamed up by the NEA union PR department claims that NEA officials are committed to "making public schools great for every child." But NEA officials' furious opposition to treating teachers like other professionals, of which their ongoing war against individual pay raises is just one aspect, belies this claim.

Law firms, hospitals, pharmacies, and financial-planning companies all typically negotiate individual contracts, based on ability and experience, with the professionals they hire.

But in the case of schools, declared Nebraska State Education Association (NSEA/NEA) official Thomas Tonack in the middle of his union's crusade to cut Matthew Hintz' pay, "You can't make private contracts with an individual."

Unfortunately, across most of the U.S. today, Mr. Tonack is right. But the National Right to Work Committee is working to repeal teacher monopoly-bargaining laws in Nebraska and around the country. Repeal of these laws is an indispensable prerequisite for reform of American schools.