

North Dakota Teacher Union Monopoly Under Fire

Right to Work Allies Eager to Build on State High Court Victory

North Dakota teacher union officials have long asserted and exercised monopoly-bargaining power over teachers.

A year ago this summer, however, in a unanimous decision, the North Dakota Supreme Court expressed doubt that state law actually grants "exclusive" (monopoly) bargaining privileges to teacher union bosses.

Now the National Institute for Labor Relations Research, the "think tank" of the national Right to Work movement, is helping spread the word among local school administrators throughout North Dakota about the 2006 decision, known as *KEA v. Kenmare School District #28*.

Institute Senior Research Associate Stan Greer anticipates that, once school superintendents and school boards are fully informed about what the state Supreme Court said, they may decide to rethink the way they negotiate contracts with union officials.

"By in the future refusing to negotiate monopoly contracts with teacher union officials, school administrators could open the door for many school hiring and pay decisions to be made through individual negotiations," said Mr. Greer.

"Schoolchildren, taxpayers and dedicated professional educators would all benefit."

Official NEA Policy Opposes 'Additional Compensation' For Hard-to-Fill Positions

More than 30 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 school board members over pay, 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.

And the bosses of the powerful National Education Association (NEA), far and away the biggest union in America, frequently wield their monopoly-bargaining power to undercut the interests of school employees with unusual talents.

Notably, official NEA policy "opposes providing additional compensation" for hard-to-fill teaching positions in math, science, and other subject areas.



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Reg Weaver, president of the NEA, and other teacher union officials hate it when school districts offer teachers in

hard-to-fill subject areas higher salaries than the amount dictated by the union contract.

And NEA local affiliates in North Dakota and across the country zealously follow this collectivist policy.

Indeed, that is the reason the North Dakota Supreme Court recently scrutinized the meaning of the state's education-bargaining law.

In 2005, the NEA union affiliate in Kenmare, N.D., sued to stop a school district from trying to fill a long-vacant speech-pathologist position by offering a salary \$15,000-a-year higher than the one dictated by the union contract.

In its opinion rejecting union lawyers' claims, the High Court wrote: "We conclude whether the representative organization has the 'exclusive' right [to negotiate employee contracts] is ambiguous."

'I Hope You . . . Will Take Advantage of This Opportunity'

The opinion went on to note that, when the state education code was revised in 2001, teacher union lobbyists tried to include in the bill language saying the individual teacher isn't allowed to enter into independent negotiations with a board. However, legislators rejected that proposal.

In a letter mailed to 204 school

superintendents across North Dakota March 22, Mr. Greer noted that, in the wake of *KEA v. Kenmare School District #28*, they may no longer, because of union monopoly bargaining, have to leave key positions unfilled or fill them with employees who aren't fully qualified:

"During your next school contract negotiations, I suggest you propose that specific language be included in the contract indicating that individual teachers who were for some reason dissatisfied with the union-negotiated contract would retain the right to enter into independent negotiations with the board.

"Union negotiators who opposed inclusion of such a clause would be on shaky ground, because your proposed provision would closely echo *KEA v. Kenmare School District #28*."

In conclusion, Mr. Greer wrote, "I hope that you and your colleagues will take advantage of this opportunity," and offered to furnish any interested superintendents with additional information and assistance.

If a significant number of superintendents react as Mr. Greer hopes, North Dakota could become a pioneer in rolling back union monopoly bargaining in public education and replacing it with a system that respects teachers' individual freedom. 📌