

# Creating a Significant Learning Experience When Introducing Labor Relations to Students

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## **Creating a significant learning experience when introducing labor relations to students**

### **ABSTRACT**

Despite declines in private-sector union membership in the United States, labor relations remains an essential topic within the field of human resource management. However, most undergraduate students have little experience with labor unions, making it difficult to enhance learning by applying labor relations concepts to their prior experiences. The current lesson addresses this gap by teaching students about labor relations through the exploration of an authentic collective bargaining agreement (CBA) and an analysis of an actual work stoppage (i.e., strike or lockout). Students will learn about how different elements of the CBA influenced negotiations and factors that contributed to a work stoppage, leading to a basic understanding of how the human resource management decisions they make as managers can directly impact organizational outcomes. The lesson also serves as a tool for synthesizing content from throughout the semester in an undergraduate human resource management course.

**Keywords:** labor relations, labor union, collective bargaining agreement, CBA, work stoppage, strike, lockout, human resource management, undergraduate

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Although labor union activity in the United States has declined since the 1970s (Bureau of Labor Statistics, 2022; Clawson & Clawson, 1999), the topic of labor relations remains relevant both in the United States and globally (Bray & Rasmussen, 2018; Gomez et al., 2019; Xi et al., 2021). In fact, workers are beginning to unionize at key employers such as Amazon (Selyukh & Willard, 2022) and Starbucks (Eidelson, 2022). Labor unions are of practical relevance to students' lives as the *largest labor union in the United States* is the National Education Association (NEA), a labor union that represents public school teachers and university professors (Noe et al., 2019). Labor unions can provide employees with a voice (Freeman, 1980) and support equal employment opportunity by reducing the need for idiosyncratic deals that are often distributed inequitably (Obenauer, 2021a; Rousseau et al., 2006).

Unions achieve these objectives by negotiating on behalf of their members through a process called collective bargaining. In the United States, collective bargaining must comply with the guidelines outlined in the National Labor Relations Act (Noe et al., 2019). Because one party often enters these negotiations from a position of power, however, collective bargaining outcomes are rarely an accurate reflection of value creation and, thus, have the potential to become contentious (Post, 1990). The length and nature of the collective bargaining process are frequently influenced by factors such as the relationship between negotiating parties, existing contract language, subjects being negotiated, and the economic climate (Julius & DiGiovanni Jr., 2016). Negotiations can also be influenced by negotiators' expressions of emotions (Adam & Shirako, 2013; Vuorela, 2005). Failed negotiations that result in mediation can take twice as long as successful negotiations (von Nordenflycht & Kochan, 2003).

The topics of labor relations and collective bargaining may be new to students. Workers under the age of 24 represent the age group with the lowest level of union membership (U.S.

Bureau of Labor Statistics, 2022). Furthermore, important labor relations processes, such as collective bargaining, are often not visible to most union members (McAlevy & Lawlor, 2021). Consequently, when learning about labor relations, undergraduate students' ability to apply life experiences to course content may be even more limited than when learning about other topics.

The lesson described here addresses this limitation by immersing undergraduate human resource management (HRM) students (in an introductory class) in an activity that incorporates an authentic collective bargaining agreement (CBA) and associated work stoppage. The activity focuses on the labor relations activities of the Southwest Vermont Supervisory Union (a public school system) and a local chapter of the NEA. This case is highly relevant as it involves the largest labor union in the United States (Noe et al., 2019). Students are introduced to real-world applications of CBA provisions described in the curriculum by reviewing the CBA to identify where different labor provisions present themselves. They then read about and discuss a related work stoppage. Having reviewed the relevant CBA, they have a basic understanding of contract provisions that influenced the work stoppage before learning about the actual work stoppage. The lesson closes with a discussion about key factors that influenced the work stoppage and alternative approaches management could have used.

This is an original activity that I developed after recognizing that student engagement seemed to drop during the labor relations unit of my undergraduate HRM class. Consistent with Fink's (2013) model for significant learning, introducing students to a CBA and allowing them to recognize how provisions within the CBA directly influenced a work stoppage seems to have increased their level of "caring" for the topic. Additionally, as I use examples from a public school system, an organization with which most of my students have experience, I can strengthen the "human dimension" of significant learning. The collaborative nature of the exercise builds on

the socially interactive nature of learning (Hurst et al., 2013). The numerous small group debriefs allow more students to actively engage in discussion than they do during class debriefs, enabling them to realize the educational benefits associated with taking responsibility for their own learning (Billmeyer, 2006). Finally, by incorporating reading and interpreting relevant documents, this lesson provides a supportive educational environment that prepares students for realistic workplace responsibilities (Storm, 1993).

### **LEARNING OBJECTIVES**

1. Learn how to identify different provisions of a CBA (LO1)
2. Identify key factors in a failed negotiation that contributed to a work stoppage (LO2)
3. Gain an introductory understanding of factors to consider when preparing for collective bargaining and steps that managers can take to avoid a work stoppage (LO3)

*Note:* The activity aims to support these learning objectives above through *exposure* to these labor relations activities. Failure to recognize the difference between that and an exhaustive analysis can make the timing associated with this activity appear challenging.

### **INSTRUCTIONS FOR RUNNING THE EXERCISE**

#### **Preparation Activities**

*Appendix A* contextualizes the steps outlined below through a comprehensive description of material preparation that provides insight into what to expect during the exercise.

#### **Facilitation**

Table 1 shows the steps, timing, and materials required for this lesson. Timing will be critical to the lesson's success as optimal engagement requires this lesson to move quickly. If a single person or group has several questions during the introduction of an activity, the instructor

may need to respond to them individually after the activity has started. The written instructions for this activity are detailed enough that students typically have very few questions.

--Insert Table 1 Here--

**Step 1: Distribute Materials (prior to class).** The instructor should make all materials for the activity available through the course's learning management system (LMS) before class. For a seamless launch of the activity, I provide printed copies of the instructions (*see Appendix B*) and a recording document (*see Appendix C*) for the first activity as students enter the classroom. I also support student accessibility by placing multiple printed copies of the CBA around the classroom.

**Step 2: Introduce Collective Bargaining and Contract Provision Activity (4-10 minutes).** The instructor should begin class by providing a high-level overview of the collective bargaining process. Rather than focusing on the logistic steps of bargaining, this overview should focus on explaining the basic role of unions and management in negotiating contracts. The instructor should also explain that negotiations involve several different provisions within the contract, such as wages, benefits, operational rules, and employee leave (Noe et al., 2019).

Then, the instructor will direct students to break up into groups of 4-6 and provide an overview of the instructions for this activity (*see Appendix B*). I spend limited time discussing instructions because 1) the written instructions have been developed and refined with students over several years, and 2) students more effectively identify questions that they have about the activity *after* they begin working with the CBA. I place emphasis on two key points. First, there is not time to read the entire contract, so it is important to use resources and tools effectively to find relevant language within the CBA (*see Table 2*). I encourage students to use Noe *et al.*'s (2019) *Table 15.3* as a starting point for search terms, but I caution them that this is not an

exhaustive list and that they should use their knowledge of human resource management to adapt and identify additional search terms. Second, students do not need to identify *every* occurrence of a provision within the contract, but each *group* should identify multiple examples of each provision.

--Insert Table 2 Here--

***Step 3: Students Review CBA for Specific Provisions (18-25 minutes).*** While reviewing the contract in their groups, students will work in pairs to identify a subset of provisions. They will record their findings using the report out document (*see Appendices C and D*). Within each page of the document (one per provision), there are five sections for students to record examples of language used for each provision within the CBA and the corresponding contract page numbers. Five sections provide students with enough room to recognize multiple examples of contract provisions without feeling overwhelmed.

***Step 4: Debrief within Groups (5 minutes).*** Students are instructed to stop reviewing the contract and discuss what they have found within their groups. Small group debriefs allow all students to participate in the debriefing process more actively than they would during an extended whole-class debrief. The instructor should walk around and identify observations that should be shared with the class while quietly distributing materials for the next activity.

***Step 5: Whole Class Debrief (5-10 minutes).*** Following the within-group debrief, the class should collectively discuss themes they observed. The instructor can ask students to share specific insights identified in the previous step. If the classroom is equipped with a document camera, it is helpful to display Report Out Documents to the class while discussing what they learned and observed. This debrief aims not to provide an exhaustive review of the contract but

to ensure that the class has successfully learned how to identify provisions within the CBA (LO1).

Because students have already debriefed within their groups, it is helpful to conceptualize the whole class debrief as a “highlight reel.” I reduce the redundancy that can occur in debriefs by offering groups the opportunity to share *additional insights* rather than requiring each group to share findings. Examples of where contract provisions can be found in the CBA are included in *Appendix E*. Guidelines for debrief questions are in *Appendix F*.

***Step 6: Introduce Work Stoppage Activity (3-5 minutes)***. This is a rapid introduction and transition. The instructor will explain that when unions and management fail to reach an agreement, it can lead to a work stoppage, briefly defining a strike and lockout for the class. The instructor will then introduce the instructions for the work stoppage activity (see *Appendix G*).

***Step 7: Students Review Work Stoppage Articles and Discuss the Assigned Questions Within Groups (10 minutes)***. Students will divide articles (see *Appendix H*) within their group and spend five minutes reviewing these articles individually. At the five-minute mark, the instructor should direct students to complete their review of the articles and begin discussing the work stoppage within their groups by responding to the questions listed in the activity instructions. The instructor will identify student insights for discussion in the whole-class debrief by observing different groups

***Step 8: Whole-Class Debrief (5-10 minutes)***. This step is where the entire activity comes together. Students are asked to discuss what caused the work stoppage (LO2) and what the employer's leadership could have done to avoid the work stoppage (LO3). Debrief questions, and typical responses are shown in *Appendix I*.

## **Supplemental Lesson**



In the class following this lesson, the instructor should consider how to reinforce learning from these activities. I typically bring in a guest speaker who was directly involved in the labor stoppage that I reference in this activity, as she is well-positioned to talk to the students through labor relations using a context with which they are familiar. There are other options for guest speakers, however. If the instructor is at a school where faculty are unionized, they may consider inviting their union representative to speak about their own CBA negotiating experiences and compare these experiences to the case used for this activity. Alternatively, the instructor can integrate relevant lecture with a more extensive debriefing session in the following class.

### **VARIATIONS**

*See Appendices J and K.*

### **CONCLUSION**

The student response to this exercise has been overwhelmingly positive in terms of both direct feedback and engagement. Because this lesson occurs at the end of the semester in my HRM course, it shows students how the concepts they have been learning about all semester (e.g., selection procedures, compensation, benefits) are applied in the real world. Analyzing an actual work stoppage from an HRM perspective contributes to the significant learning experience by helping students to see how policy decisions they make as managers will impact their organizations. This exercise gives students an interactive learning experience related to labor relations while also serving as an excellent vehicle for synthesizing the content of an introductory HRM course.

**TABLE 1**

**Timing and Materials for Exercise**

		50 min class	75 min class	Relevant materials
Step 1:	Distribute Materials (prior to class)	0 min	0 min	Contract provisions instructions, contract provision report out document, SVSU CBA
Step 2:	Introduce Collective Bargaining and Contract Provision Activity	4 min	10 min	
Step 3:	Students Review CBA for Specific Provisions	18 min	25 min	
Step 4:	Debrief within Groups	5 min	5 min	
Step 5:	Whole Class Debrief	5 min	10 min	Debrief #1 instructions
Step 6:	Introduce Work Stoppage Activity	3 min	5 min	Work stoppage instructions, work stoppage articles
Step 7:	Students Review Work Stoppage Articles and Discuss the Assigned Questions Within Groups	10 min	10 min	
Step 8:	Whole-Class Debrief	5 min	10 min	Debrief #2 instructions
<p>The lesson could be adapted for a 2.5-hour class by using the first half of class for the introductory lesson described in the preparation activities and then implementing the 75-minute version of the lesson in the second half of class.</p>				

**TABLE 2****Provisions of a collective bargaining agreement (Noe et al., 2019)**

Provision 1	Establishment and administration of the agreement	Provision 5	Plant operations
Provision 2	Functions, rights, and responsibilities	Provision 6	Paid and unpaid leave
Provision 3	Wage determination and administration	Provision 7	Employee benefit plans
Provision 4	Job or income security	Provision 8	Special groups

## **APPENDIX A – PREPARATION OF MATERIALS REQUIRED FOR ACTIVITY**

This activity is designed to be integrated into a lesson about collective bargaining and work stoppages. Ideally, the instructor will have a course textbook such as Noe et al.'s (2019) *Fundamentals of Human Resource Management* that covers this content. Students do not need to have prior personal experience with collective bargaining for this activity to be successful, but it is helpful to introduce them to unions and collective bargaining by covering basic topics such as an overview of labor relations, union purposes, union formation, and the National Labor Relations Act in the prior class. This helps students understand whom managers are engaging with in the collective bargaining process and what rules must be followed.

Additionally, incorporating basic information regarding the provisions of a CBA into this lesson will prepare students for the contract provision portion of the activity by introducing them to potential search terms that can be used in the activity. Alternatively, an introductory reading (e.g., Noe et al., 2019) or video (e.g., Obenauer, 2021b) can be assigned prior to class. Both of these resources also address provisions of the CBA.

The activity requires an example of a CBA for an organization with a work stoppage covered by the media. A CBA for the Southwest Vermont Supervisory Union, the organization that I describe in this activity, can be found at:

[https://www.svsu.org/apps/pages/index.jsp?uREC\\_ID=1572188&type=d&pREC\\_ID=1700932](https://www.svsu.org/apps/pages/index.jsp?uREC_ID=1572188&type=d&pREC_ID=1700932).

The contract can be shared with the students in paper copy but should also be shared as a PDF. Labor contracts are typically exceptionally long, and students will benefit from the ability to search the contract for relevant terms quickly. Before sharing the contract with students, the instructor should verify that the text of the contract file is searchable. If text is not searchable in

the contract PDF, this can be fixed using the optical character recognition (OCR) tool in programs such as Adobe Acrobat Pro DC and PDF-XChange Editor.

The instructor should then prepare an answer key that identifies examples of where each provision is addressed in the contract. For instance, under the provision of "Employee benefit plans," the instructor may want to list where the contract discusses aspects, such as health insurance, retirement plans, and employee discounts. This list does not have to be exhaustive, as its purpose will be to supplement the debrief when students struggle to identify certain provisions of the CBA. A key showing the locations of many contract provisions in the Southwest Vermont Supervisory Union CBA is shown in *Appendix E*.

The final stage in the activity will require a collection of news articles and commentaries about the focal company's work stoppage. Links to the articles described in this activity are in *Appendix H*. I recommend the articles are saved as a PDF and shared with students through the instructor's learning management system to ensure the accessibility of the articles. The instructor should share articles rather than requiring students to identify relevant articles, because requiring the students to identify articles takes away from time spent focusing on the relevant learning objectives.

## **APPENDIX B – UNDERSTANDING CONTRACT PROVISIONS INSTRUCTIONS**

*Step 1 – Form groups of 4-6 members.*

*Step 2 – In your group, retrieve the contract located on [insert your learning management system here] or use the paper copy provided.*

*Step 3 – Review the contract and look to see where each of the provisions below is addressed in the contract. Record your observations in the Contract Provision Report Out Document so that you are prepared to share examples of what you identified with the class.*

*Step 4 – After about 15 to 20 minutes, come back together as a group and discuss what you have found. Group members should confirm a shared understanding of how provisions are presented within the CBA, help each other with incomplete sections of their Report Out Documents, discuss what methods of reviewing the contract were successful, and discuss what was ineffective.*

### ***Tips and Tricks for Completing this Activity***

- Pair off within your groups.
- Assign four types of provisions to each pair.<sup>1</sup>
  - If your group has three pairs, one pair should have two provisions that overlap with those of one group and two that overlap with those of the other group.
- For each provision, give yourself about five minutes to identify components of the contract that address that provision
  - To help expedite this task, review the Table of Contents to identify areas in the contract that may be relevant to a provision.

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<sup>1</sup> Specific aspects of these instructions are based on the framework provided by Noe et al. (2019) and can be modified to align with the instructor's course materials.

- You may also want to open the contract on your computer and use CTRL+F to search for key terms.
  - For example, if you are working on the *Establishment and Administration of the Agreement*, you may want to search for terms such as “grievance,” “arbitration,” and “mediation.”<sup>1</sup>
  - Some terms may be easier to find than others—just because you cannot find something with CTRL+F does not mean that the relevant provision is not included in the contract.

### **Contract Provisions**

- |  |                           |
|--|---------------------------|
| 1. Establishment and administration of the agreement | 4. Job or income security |
| 2. Functions, rights, and responsibilities           | 5. Plant operations       |
| 3. Wage determination and administration             | 6. Paid and unpaid leave  |
|  | 7. Employee benefit plans |
|  | 8. Special groups         |

*[The Contract Provisions Report Out Documents are shown in Appendix C, with a completed sample page shown in Appendix D].*





**APPENDIX D – EXAMPLE OF COMPLETED CONTRACT PROVISION REPORT  
OUT DOCUMENT**

**Understanding Contract Provisions – Report Out Sheet**

*Provision #1 -- Establishment and administration of the agreement*

<b>Contract Page #</b>	<b>Example of Provision in Contract (Contract Language or Summary)</b>
1	<i>The contract opens by discussing arbitration---Acknowledgment of arbitration -- the board and association understand this agreement contains an agreement to arbitrate.</i>
4-7	<i>Grievances are defined and described---Grievance procedure 3.1 --- a grievance is a claim by a teacher, a group of teachers or the SWVEA that there has been a violation, misinterpretation, or misapplication of one or more provisions of this agreement...</i>
23	<i>Rules about strikes and lockouts---Article 17, Utilization of Sanctions --- 17.1 During the term of this agreement, neither the SWVEA nor the teachers shall directly or indirectly engage in a strike, and the Board shall not directly or indirectly engage in a lockout of teachers.</i>
31	<i>Provides a time limit for grievances about layoffs --- 26.3 A grievance concerning a layoff of a teacher under this article must be submitted to the Board under Article 3 at Step Three within ten (10) days (determined as provided in Section 3.4) after the said teacher receives written notice of the Board's action.</i>
48	<i>Discusses decisions that employees can't file grievances for --- Academic credits shall not be recognized for the purposes of establishing the horizontal level of a teacher unless the teacher has received a B minus or better grade or if the course is a pass/fail, the teacher receives a grade of pass.</i>

**APPENDIX E – CONTRACT PROVISION KEY FOR SOUTHWEST VERMONT  
SUPERVISORY UNION CBA**

Provision	Page	Contract Content
Establishment and administration of the agreement	1 4 to 7 23	An acknowledgment of arbitration Defines and discuss the grievance procedure Prohibits the use of a strike or lockout for the duration of this agreement
Functions, rights, and responsibilities	3 to 4 9 10	Discusses the rights of the school boards Discusses the union’s right to visit and inspect a school Discusses the union’s right to use school equipment
Wage determination and administration	43 46 to 48 54 to 56	Discusses additional compensation to be paid for covering another teacher’s class Discusses how teachers’ salary classification is determined Shows the salaries for teachers based upon their experience and educational attainment
Job or income security	26 to 26 31 to 33 35	Discusses professional development reimbursement Discusses guidelines for reduction in force Discusses moving assistance for teachers who are assigned to a new school
Plant operations	13 14 to 15 35 to 39	Discusses rights pertaining to safety and a safe workplace Discusses the contents and handling of a teacher’s personnel file Describes the workday and work year
Paid and unpaid leave	15 to 16 16 to 20 20 to 21	Discusses paid sick leave Discusses temporary leaves of absence Discusses paid sabbatical
Employee benefit plans	21 22 to 23 25	Discusses flexible spending plans Discusses medical, dental, life, and disability insurance Discusses insurance upon retirement
Special groups	9 to 10 14	Describes rights of union representatives Description of "no discrimination" policy

## **APPENDIX F – DEBRIEF #1 INSTRUCTIONS**

The first few questions of this debrief ask students to demonstrate that they *have* located specific provisions within the CBA. The final question focuses on LO1, asking students *how* they did this. Because there is limited time, the instructor may choose to limit the amount of time discussing exactly where students identified provisions so that more time can be spent discussing successful methods for navigating the CBA. Debrief questions and typical responses are shown below.

**Question #1(A): What provisions did you find easiest to locate within the CBA?**

**Question #1(B): Where did you locate these provisions?**

I open by asking this question, rather than asking about specific provisions because it is effective at opening the dialogue. The question serves to support LO1 by allowing students to demonstrate how they have met this learning objective.

*Common student responses:* Students typically find the provisions related to “Wage determination and administration,” “Paid and unpaid leave,” and “Employee benefit plans” to be the easiest to find. They frequently refer to the sections referenced in *Appendix E* when discussing these provisions.

**Question #2 (A): What other provisions were groups able to locate within the CBA?**

**Question #2 (B): Where did you locate these provisions?**

This is a simple follow-up question designed to help the dialogue progress. It is optional to the debrief and may be skipped depending on timing constraints. When used, it reinforces LO1 in the same way Question 1 does.

*Common student responses:* Responses to this question vary. Students may mention “Establishment and administration of the agreement,” “Functions, rights, and responsibilities,” and “Job or income security.”

**Question #3 (A): Were any groups able to locate [insert provisions not mentioned]?**

**Question #3 (B): What do you think made these provisions challenging to identify?**

This question is important to LO1 as it helps identify where students need to develop their skills in navigating CBAs.

*Common student responses:* The provisions that students typically have the most trouble identifying are “Plant operations” and “Special groups.” As we discuss challenges in identifying these provisions, common responses focus on not being sure what language to use when searching the document. At this point, it is important to discuss how to refine language in a search. For example, when considering special groups, students should be reminded that union representatives fall into this category. This is an important lesson because CBAs often include the information that employees and managers are looking for, but the language used is not always intuitive. To successfully navigate a CBA, students must learn that they will need to be able to consider multiple ways that a topic may be presented within the document.

**Question #4: What tools or processes were most effective in navigating the CBA?**

This question gets to the core of LO1 as it focuses on what the students have learned about identifying different CBA provisions.

*Common student responses:* The most frequent student responses focus on effectively using the table of contents and using the CTRL+F function when searching the PDF.

## **APPENDIX G – WORK STOPPAGE INSTRUCTIONS**

*Step 1 – In your group, retrieve strike backstory articles, commentaries, and press releases located on [insert your learning management system here].*

*Step 2 – Take 5 minutes to review the documents. Not everyone has to read each article...in other words, divide and conquer. Each member of the group should read 3 to 4 different articles.*

*As you read, consider questions such as:*

- *What factors contributed to the strike?*
  - *Can you identify specific provisions in the contract that contributed to the strike?*
  - *Were there specific actions or behaviors that contributed to the strike?*
- *What kept both sides from reaching a deal?*
- *What could the employer's leadership have done differently?*
- *Who were the stakeholders that were impacted by the strike?*
- *How were stakeholders impacted?*
- *Was the strike worth it? Why or why not?*
  - *Did the union negotiate better terms because of the strike?*
  - *Did the employer negotiate better terms by failing to meet union demands prior to the strike?*

*This is not an all-inclusive list of questions!!!*

*Step 3 – Come back together as a group and discuss what you learned about the strike. In your discussion, knowing what you know now, consider the strike from the perspective of organizational leadership. If you were a leader within the school district, would you have tried*

*to avoid the strike? If so, what actions could you have taken? How would you have resolved the strike?*

## **APPENDIX H – LIST OF LINKS TO WORK STOPPAGE ARTICLES FOR THE SVSU CASE**

This appendix includes links to 15 articles about the Southwest Vermont Supervisory Union (SVSU) teacher strike of 2011. The articles cover a diverse range of information, including, but not limited to, provisions in the contract that influenced the strike, impacts of the strike on different stakeholders, and events in the negotiating process that may have affected the strike. Generally speaking, these articles are not protected by paywalls, but instructors may choose to make a record of the articles in case links stop working at any point in time. The articles add up to approximately 4,800 words. When typical adult reading speeds of 200 to 250 words per minute are applied, this accounts for 19 to 24 minutes of reading material. Because groups are instructed to divide the articles among members, it should take a group of four approximately five to six minutes to read all 15 articles. These estimates are consistent with what I have observed in class.

1. [https://www.benningtonbanner.com/local-news/svsu-racked-up-138k-in-teacher-strike-costs-fees/article\\_d71abe0f-d933-5d39-928c-5346191706b0.html](https://www.benningtonbanner.com/local-news/svsu-racked-up-138k-in-teacher-strike-costs-fees/article_d71abe0f-d933-5d39-928c-5346191706b0.html)
2. <https://www.timesunion.com/local/article/Vermont-teachers-walk-the-line-2230797.php>
3. <https://vtdigger.org/2011/10/19/bennington-area-teachers-to-strike-after-boards-walk-away-without-deal/>
4. <https://vtdigger.org/2011/10/28/vilaseca-who-is-looking-out-for-the-best-interests-of-kids/>
5. <https://vtdigger.org/2011/10/28/teachers-craft-new-contract-proposal-mediator-calls-both-sides-to-monday-morning-session/>
6. <https://vtdigger.org/2011/10/31/cross-a-better-way-to-resolve-teacher-contract-disputes/>
7. <https://archive.vpr.org/vpr-news/bennington-teachers-reject-contract-offer/>
8. <https://archive.vpr.org/vpr-news/bennington-teachers-plan-informational-picket/>

9. <https://archive.vpr.org/vpr-news/talks-continue-on-bennington-teacher-contract/>
10. <https://archive.vpr.org/vpr-news/bennington-teachers-go-on-strike-after-talks-fail/>
11. <https://archive.vpr.org/vpr-news/bennington-area-teachers-strike-enters-its-third-day/>
12. <https://archive.vpr.org/vpr-news/bennington-teachers-strike-enters-4th-day/>
13. <https://archive.vpr.org/vpr-news/some-in-bennington-frustrated-by-strike/>
14. <https://archive.vpr.org/vpr-news/no-new-talks-scheduled-in-bennington-teachers-strike/>
15. <https://archive.vpr.org/vpr-news/bennington-teachers-reach-tentative-deal/>



## APPENDIX I – DEBRIEF #2 INSTRUCTIONS

The whole class debrief has limited time, so I focus on two questions from the “Work Stoppage Instructions” that are most important to achieving the lesson’s learning objectives. These debrief questions, typical responses, and where students could retrieve information for these responses are shown below.

### **Question #1: What factors contributed to the strike? (LO2)**

*Student response (#1):* Students often respond to this question by focusing on provisions in the CBA. The most common provisions mentioned are related to wage determination and administration (disagreement on salaries), employee benefit plans (cost of health insurance), and plant operations (time spent with students and administration’s control over the workday). These three provisions were commonly discussed in the media.

These provisions also speak to very topical issues related to labor relations. How to assign costs associated with increased healthcare premiums is an ongoing issue for organizations. Similarly, negotiating salaries within the context of inflation is a continued challenge for both unions and organizations. The issues pertaining to increased contact time with students can be discussed in terms of how both unions and employers can frame their labor disputes in public. For example, how do teachers resist spending more time with students but frame it positively so that they do not lose public support? How could the school district use this point to gain public support without doing irreparable damage to its relationship with the teachers? In speaking to these provisions, students may cite a variety of articles, including, but not limited to, the following sources:

- <https://www.timesunion.com/local/article/Vermont-teachers-walk-the-line-2230797.php>

- <https://vtdigger.org/2011/10/19/bennington-area-teachers-to-strike-after-boards-walk-away-without-deal/>
- <https://archive.vpr.org/vpr-news/bennington-teachers-reject-contract-offer/>
- <https://archive.vpr.org/vpr-news/bennington-teachers-plan-informational-picket/>
- <https://archive.vpr.org/vpr-news/bennington-teachers-go-on-strike-after-talks-fail/>

***Student response (#2):*** Students also speak to the interpersonal aspects of negotiations.

Specifically, they cite examples of teachers saying that they felt disrespected during the negotiations process:

- <https://www.timesunion.com/local/article/Vermont-teachers-walk-the-line-2230797.php>
- <https://vtdigger.org/2011/10/19/bennington-area-teachers-to-strike-after-boards-walk-away-without-deal/>

***Student response (#3):*** Some students will mention conflict over negotiation processes.

The conflicts they speak to include failure to agree on basic negotiations ground rules and a disagreement over whether to use the previous contract as a basis for negotiations. Sources for these responses come from:

- <https://archive.vpr.org/vpr-news/talks-continue-on-bennington-teacher-contract/>
- <https://archive.vpr.org/vpr-news/some-in-bennington-frustrated-by-strike/>

***Student response (#4):*** The most critical answer that I am looking for in this debrief relates to the school district imposing a contract on the union. Sometimes students recognize this issue independently, but sometimes they must be prompted. The reason for this is that while the union president has consistently cited imposed contract terms as the primary catalyst for the strike (S. Peters, personal communication, April 30, 2021), this could have been more clearly

articulated in the provided news articles. Discussing the imposed terms' impact on the strike helps students understand how making a union feel powerless can increase the likelihood of a work stoppage. Sources that students may cite when discussing imposed terms include:

- <https://www.timesunion.com/local/article/Vermont-teachers-walk-the-line-2230797.php>
- <https://vtdigger.org/2011/10/19/bennington-area-teachers-to-strike-after-boards-walk-away-without-deal/>
- <https://archive.vpr.org/vpr-news/some-in-bennington-frustrated-by-strike/>
- <https://vtdigger.org/2011/10/31/cross-a-better-way-to-resolve-teacher-contract-disputes/>

**Question #2: What could the school district's leadership have done differently to avoid a work stoppage? (LO3)**

In responding to this question, students will typically build upon responses to the previous question. This question is not always necessary because sometimes students address this question in their responses to Question 1. In that case, I would just recap those responses and ask if they have anything to add.

Because of the emphasis placed on the imposition of terms when discussing Question 1, students almost always respond to this question by stating that the school district should not have imposed contract terms. They also often state that the district's representatives should have treated the teachers more respectfully during the negotiation process. This is an excellent opportunity to draw upon material from earlier in the semester and highlight the importance of treating employees with interactional justice.

Students occasionally discuss contract provisions in response to this question, suggesting that the district should have offered higher salaries or attempted to reduce the impact of increased healthcare costs on teachers. When these suggestions arise, they can spark debate within the class, as some students counter with the argument that the district may not have had the resources available to follow these suggestions. This typically leads to a discussion about financial transparency and how the district could have collaborated with teachers to help them see the impact of different contract provisions on the overall budget. When engaged in this discussion, students may consider the possibility of integrative negotiations, where school board members and teachers work to find ways to meet the needs of both parties. This dialogue around contract provisions has not historically resulted in a proposed solution, but it has helped students to think about different pathways that they can choose to follow in negotiations.

## APPENDIX J – ALTERNATIVE PLATFORMS

### Online Synchronous

I have also taught this lesson in a synchronous online class using Zoom. In this case, the group work portion of the class is completed using breakout groups. Because materials will only be available electronically in an online class, it is important to verify that students know where to locate them *before* sending them to breakout groups. Although it could be expected that students will know where to locate materials in the learning management system (e.g., Brightspace, Canvas, Blackboard) by the end of the semester, this is not always the case. I recommend sending instructions that show exactly where to find materials to the students via the Zoom chat before opening breakout groups. Zoom breakout groups also present an additional challenge, as students who have not paid attention to the directions will be confused and isolated when the breakout groups open. Because of this, I also recommend polling the students with a single question, such as, “Have you located the materials and instructions required for this exercise?” prior to opening breakout groups. If the response rates are low, you can individually ask students to confirm that they have found the materials. You may also consider appointing a leader in each breakout group. The leader can take responsibility for ensuring that all group members know how to proceed in the breakout group.

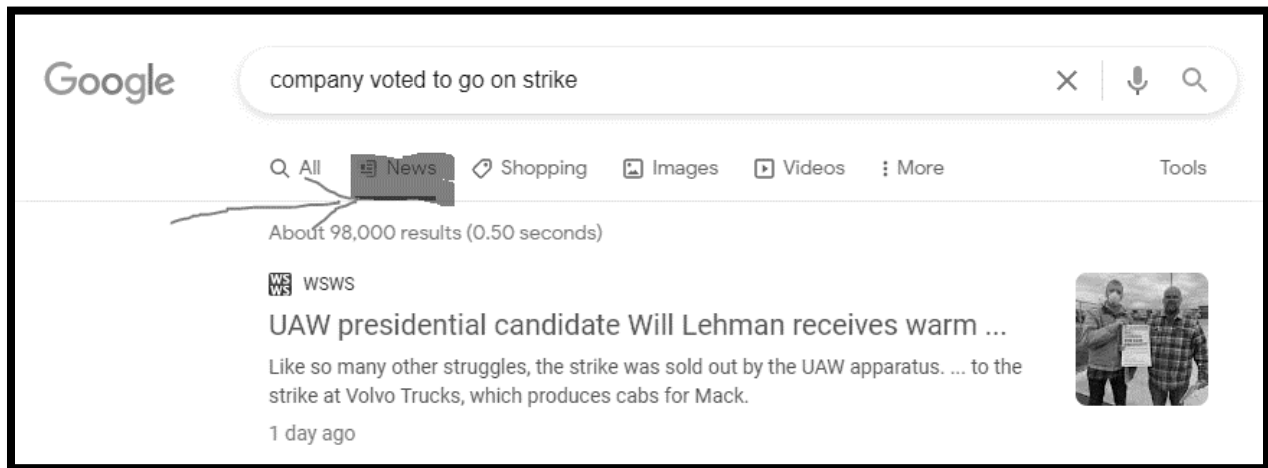
### Online Asynchronous

The lesson can also be adapted for an asynchronous class. In an asynchronous class, you can assign a brief reading or provide a video lecture that gives the students an overview of CBAs and work stoppages. The CBA activity would best be done with an online assignment that requires students to find and report examples of language related to different provisions within the CBA. I recommend an assignment for this activity because its nature does not lend itself well

to a meaningful discussion board dialogue. This assignment, however, could be set up as a prerequisite to the work stoppage activity. Using the same questions outlined in *Appendix G*, the work stoppage activity could be set up as a discussion board.

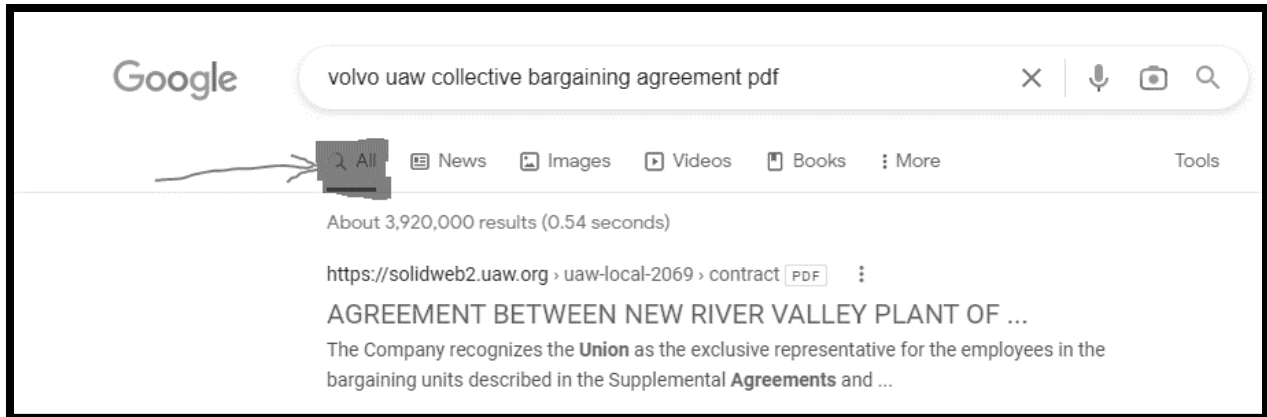
## APPENDIX K – ALTERNATIVE LABOR RELATIONS SETTINGS

The instructor may wish to use this exercise with an alternative labor relations setting, such as one in the for-profit sector. As discussed earlier, the activity requires an example of a CBA for an organization that has had a work stoppage covered by the media. The most practical way to begin, if the instructor does not have an organization in mind, is to Google a phrase such as “company voted to go on strike” and select the “news” option:



If the instructor’s library has access to the Global News Stream database, this can also be an excellent source for relevant articles. The instructor should identify articles that cover a diverse range of information. As discussed in *Appendix H*, this information should include how the contract influenced the work stoppage, how the work stoppage influenced stakeholders, and how the negotiating process further influenced the work stoppage. The instructor should provide the articles to the students so that students can focus on relevant learning objectives.

After identifying the organization they would like to focus on, the instructor can search for the relevant CBA by Googling the name of the company, the union, the term “collective bargaining agreement,” and “PDF.” Including PDF helps to target the search towards the actual document rather than articles about the contract. Here, the search option should be “all”:



The instructor should then make a key that identifies examples of where each provision is addressed in the contract. For example, under the provision of "Employee benefit plans," the instructor may want to list where the contract discusses aspects such as health insurance, retirement plans, and employee discounts. This list does not have to be exhaustive, as its purpose will be to supplement the debrief in cases where students struggle to identify certain provisions within the contract's text.

In selecting a target organization, the instructor should balance the benefits of selecting an organization that students will be interested in with the challenges presented by students having pre-existing knowledge of the contract negotiations (e.g., existing opinions, perceptions that they already know the answers). If the instructor is looking for an alternative labor relations setting but does not want to begin from scratch, they may consider the Volvo / UAW work stoppage. A relevant CBA can be found here:

[https://solidweb2.uaw.org/system/files/2016\\_nrv\\_production\\_agreement.pdf](https://solidweb2.uaw.org/system/files/2016_nrv_production_agreement.pdf)

Below is a series of links to articles about the relevant work stoppage that the instructor can consider using:

1. <https://www.thedetroitbureau.com/2021/04/uaw-walking-picket-lines-in-strike-against-volvo-truck/>



2. <https://apnews.com/article/business-strikes-17c318d1250ebfca9f597c5601af820b>
3. <https://www.wdbj7.com/2021/06/08/wdbj-exclusive-one-on-one-with-uaw-leader-strike-volvo-trucks/>
4. <https://www.detroitnews.com/story/business/autos/foreign/2021/07/11/volvo-resume-production-virginia-plant-despite-strike/7933442002/>
5. <https://apnews.com/article/virginia-business-603d047c30a4954659c371cbb778921b>
6. <https://www.businessinsider.com/labor-shortage-virginia-volvo-workers-jobs-pay-rise-employment-work-2021-9>
7. <https://www.ccjdigital.com/trucks/article/15065566/volvo-truck-plant-workers-reject-labor-deal>
8. <https://www.pbs.org/newshour/economy/labor-shortage-leaves-union-workers-feeling-more-emboldened>
9. <https://themilitant.com/2021/07/03/volvo-strike-in-virginia-fights-divisive-wage-tiers/>
10. [https://roanoke.com/news/local/volvo-workers-strike-at-pulaski-county-plant/article\\_dfec3ff2-9f79-11eb-86c9-03c06171e3ef.html](https://roanoke.com/news/local/volvo-workers-strike-at-pulaski-county-plant/article_dfec3ff2-9f79-11eb-86c9-03c06171e3ef.html)
11. <https://www.wdbj7.com/2021/07/13/volvo-truck-worker-speaks-out-about-strike-picket-line/>
12. <https://apnews.com/article/business-strikes-17c318d1250ebfca9f597c5601af820b>

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