A COLLECTIVE BARGAINING NEGOTIATION SIMULATION: SETTLE OR STRIKE

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THE TASK

My task, as I see it, is to describe the methodology for conducting the simulation, <u>Settle or Strike</u>. Before undertaking this task, I should outline the setting of the simulation, explain why I prefer to use the term "simulation" rather than the term "game," and state my learning premises.

Something About the Simulation

<u>Settle or Strike</u> is a simulation of a negotiation of a first collective bargaining agreement between a Company, Lastik Plastik, and a Union, Local 1, AWU. It takes place in a small midwestern community of 20,000 persons, Rapid Junction, which has a stable economy and a low unemployment rate. Some years earlier, the community experienced a rather bitter strike in its sugar factory. This negotiation is the result of the first successful union organization of a company in Rapid Junction since that Great Green Sugar Strike, as it was known.

The Union campaigned mostly on the issue of dignity for the workers of Lastik Plastik. It won the representation election by a vote of 2 to 1, but there remains a minority independent employees association with enough strength (a more than 30% showing of interest) to force a new election at the next opportunity unless its members can be won over to the Union. The Company officers and top operating staff are strongly paternalistic and anti-Union.

This is the setting as the negotiations get underway and as the simulation begins.

<u>Settle or Strike</u>, Game or Simulation:

I prefer the use of the term "simulation" rather than the term "game." This is because of the connotations usually associated with games which are commonly thought of as activities, playthings that are not considered to be serious. The negotiation of a collective bargaining agreement is a serious matter in the same way that flying a jet airliner is a serious matter. The way to get one's feet wet in either situation is by being exposed to the dynamics, the process, and the substance as realistically as possible without having to suffer the risks associated with the real thing. This is the same for both learning how to negotiate an agreement or flying a let liner the simulation of a negotiation for the would-be negotiator, or the flight training simulator for the would-be pilot.

Yet, even if there were not these connotations, there still is a difference between how games and Settle or Strike are used for learning purposes. A game is generally an activity undertaken by a player or players whose actions are constrained by a set of explicit rules particular to that game, and by a predetermined end point. It may involve the player in an interaction with a physical environment (e. g. a maze or a cornhusking contest) or with a symbolic environment (e.g. number puzzles or crossword puzzles). A simulation, however, is a more or less accurate representation or model of some external reality with which the players interact in much the same way they would interact in the actual reality. This difference is significant and critical to my learning objectives. It suggests the second reason for my insistence that <u>Settle</u> or Strike is a simulation, and not a game -- the fact that Settle or Strike seeks to replicate the actual real world of collective bargaining negotiations in both substance and procedures, i.e. in what the real world of negotiations contains and how it functions or operates.

The Learning Objectives and Premises

The basic learning objective is to expose participants to the real world dynamics of the process of negotiating a collective bargaining agreement in order to enhance negotiating skills, provide an opportunity to review experiences or provide orientation about negotiating an agreement. The use of this simulation is premised on the following assumptions:

1.   One learns more meaningfully by discovery than by being informed.
2.   With the appropriate post-simulation review and critique of the simulation experience, significant learning can occur even if the participants fail to fully utilize the experience of the simulation.
3.   When used appropriately, it is the most effective way to achieve four critical outcomes of learning which I call the cornerstones of learning information, meaning, understanding and acceptance.
4.   These outcomes are generally more readily achievable by the use of simulation than by the use of non-simulation learning methods (e.g. lecture, reading, group discussions, case studies and analysis, or role play).

Simulations require participants to utilize all of these non-simulation methods.
A simulation is synergistic--its learning value exceeds the sum of the learning value of each of its parts; this makes the simulation method especially unique.

The Conduct or Administration of <u>Settle</u> or Strike

Settle or Strike consists of ten parts, as follows:

      A.   Introduction
      B.   Scenario
      C.   Data Bank
      D.   Union Cast of Characters
      E.   Union Issues Digest
      F.   Union Profile
      G.   Company Cast of Characters
      H.   Company Issues Digest
      I.   Company Profile
      J.   Individual Union Profiles
      K.   Individual   Company
                 Profiles

Part A, B and C are distributed to all participants, usually in advance of the simulation in order to save seminar time. These constitute the universe of what is known commonly to both parties--each party knows that the other has this information.

Part A explains the simulation and provides the few rules that exist in the simulation where the negotiations take place, what limits there are on the parties, the roles of the instructor, the simulation procedure, etc. Part B describes the Rapid Junction scenario in which the negotiations will be conducted -- something about the community, the previous strike, the Company, the Union, the organizing campaign, etc. Part C provides the economic and other "hard" data and information which impinge upon the negotiation company financial information, industry and community wage and fringe benefit data, company structure and organization, BLS cost-of-living and worker family budget information, company employment practices, etc.

Both parties receive this information and each party knows that the other has it.

Parts D, E, and F are distributed to the Union negotiating team, and Parts G, H, and I are distributed to the Company negotiating team. Some of the information is identical and some is different, but neither team knows what information is provided to the other.

Parts D and G (Union and Company Cast of Characters), E and H (Digest of Union and Company Issues), and F and I (Union and Company Profiles) are counterparts to each other. Thus, each team receives information about its principal characters, a digest of the issues and the probable positions for itself and possibly how the other side might see the same issues, and its team profile which includes a description of Union and Company attitudes about each other, a summary profile of each team member, etc.

Each team member also receives specific, individualized role information which is not made known to the others on his or her team. These are included in Parts J and K and are intended to expand on the "who's who" information on an individualized basis. This includes the special interests of each team member his or her hidden agenda. The individualized roles are structured to provoke conflict within each team in order to compel each team to confront vital internal differences and to learn the necessity for bargaining them out away from the negotiating table before and during the negotiations.

The "action" begins with a plenary session briefing at which the simulation is reviewed and questions about Parts A, B and C are answered. The class is then divided into Union and Company teams, each consisting of up to five persons. Thus there may be two or more simultaneous simulations per seminar (the maximum is three). After this general briefing, the Union and Company team members are directed to separate rooms for separate briefings. They are asked to stay in teams. Each group receives the appropriate character, issues and profile parts (Union parts D. E. and F; Company parts G, H, and I). These are read by the team members in these separate sessions (unless the group has been divided in advance and these parts were distributed in advance). Questions about these parts may be raised and answered at this briefing. Also, the importance of planning and preparation, which has been stressed in a pre-simulation segment, is noted again at this briefing, and planning forms prepared especially for this simulation are distributed with instructions for their use.

Each team is now directed to meet in separate caucus rooms where each team member receives an individual role profile. Each team is also given an "unexpected event" which it can "drop" on the other team. The Company teams are given a letter addressed to each individual employee and his or her family which is intended to drive a wedge between the employee and the Union. The Union team is given a leaflet depicting the Company in a most unflattering way, which it can "drop" on the Company team. Each team is told that it is free to use this "unexpected" event in any manner and at any time during the negotiation, or that it need not use it at all.

The teams now have the ball. From this time on, the negotiators-trainees are on their own. With only the prohibition against inventing data not included in the data bank, the creative capabilities of the trainees are the only limits to the way in which the simulated negotiations unfold. In the course of the simulation, the parties will do the following:

- arrange how and when to initiate face to face negotiations
- establish ground rules, if any, under which they will negotiate
- determine which issues will be negotiated, in what order and with what priorities

- determine whether there will be an agreement or a strike
- determine whether there shall be an extension of the strike deadline and, if so, for how long and under what circumstances.

The actual negotiating time is not sufficient both to adequately plan and prepare for the negotiations, and to satisfactorily negotiate an agreement. The parties thus learn very quickly that, as in real life, time is a scarce resource, in short supply. They learn that its use has to be planned and appropriately apportioned among all the demands made on it if it is to be used most effectively and efficiently. If less time is allocated to planning, the quality of the negotiation might be lower but there will be more time available for it. The parties must make their own trade offs, internally and between the two of them about such matters as these.

The negotiators-trainees soon learn that negotiating a collective bargaining agreement consists of more than merely the negotiating that takes place between two teams. This type of negotiation -- horizontal or across the table negotiating -- is the most obvious. But there are two other levels of negotiations or bargaining internal team negotiations (among the members of each team) and vertical negotiating (between each team and its superior and subordinate constituencies). These usually emerge during the simulation.

The role of the instructor in the conduct of the simulation is a critical factor. An instructor is assigned to each negotiation, and has the following roles:

- track events that occur at the table and in the caucuses for feedback in to the post-simulation critique (a cassette tape recorder is an excellent way for the instructor to recapture highlights of the bargaining).
- is a communicator – telephone, telegraph, messenger.
- is the creator of unexpected events (each team had one that it can use and the instructor has one prepared for each team, but can create others).
- can be anybody in the community, Union or Company, not at the table
- is a meddler.
- is a mediator.
- is a time reminder.
- is a manipulator of the media (there is a media board which is available to both teams and to the instructor to replicatethe real world in which the community, each of the parties and the media seek to influence the outcome of the negotiations).

If the instructor meddles or intervenes because he or she feels it is critical to the learning requirements, it must be done within the spirit and format of the simulation so that, although steering the negotiators down the "right path," it

does not appear to be that. In real life, each party has resources to which it turns for assistance or support. The instructor assumes that function, but the instructor can be active or passive in providing such resource assistance.

As mediator, the instructor can advance an offer of mediation services when it seems that mediation may help the parties reach agreement, but either or both parties can reject these "advances." Yet, the rejection need not terminate the "advances." The parties can settle or strike by deadline, not settle or strike then and extend the deadline, or strike (or lock-out) and negotiate beyond the deadline during the strike or lock-out. If the deadline is extended, we allow another hour and then call it quits. The mediator can, as in real life, continue to seek to intervene, be accepted or rejected, can request and urge the parties to extend the deadline and, if in a strike or lock-out situation, request a return to work or resumption of worth, with which either or both parties may or may not comply

The wrap-up or post-simulation review and critique is at least as important as the simulation itself. It is as if one were to see all the pieces of a gigantic laid-out puzzle on a movie screen, some in place, others not. As the wrap-up proceeds, the pieces suddenly begin to move into place and, at the end, there is the puzzle in place -- now a totality -- a complete picture.

As we currently run the wrap-up, each instructor stays with his or her negotiation for the first couple of hours after the conclusion of the negotiation. Together they review the negotiation experiences. The instructor is primarily concerned with the process, the method of negotiations, and not with the outcome. Therefore, he and the negotiating teams review the how and why of the negotiation, not the what (except as it impacts on the how and why). The instructor uses an outline which serves as a guide for leading the discussion, not as a stricture or constraint. The discussion is free flowing among the negotiators-trainees and between them (individually and collectively) and the instructor.

Since we usually have two or more simulated negotiations being conducted simultaneously, we thereafter bring the separate groups together in a plenary session for a total post-simulation review and critique. At that time, we compare the starting points of each group with each other (which issues were selected for negotiations, their relative priorities and the initial planning positions of each party), then compare the outcomes with each other, and then compare each pair of original positions with their respective outcomes.

What emerges from this final review are questions such as:

1.   How come that with everybody starting with the same common knowledge and with each team and each role starting with identical information, the different teams did not begin at the same place or give the issues the same priorities?

2.   How come the outcomes were different?

The answers can be found in understanding the dynamics of group human behavior, the interplay between individuals seeking separate and common goals, the different perceptions different individuals have of the same information and data, how individuals affect group decision making and vice versa in other words in how human beings behave as individuals and in groups.

The combination of engaging in the simulation and having the opportunity to review that experience makes simulation learning particularly effective.