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A Comparative Analysis of Grievance Procedures in Teachers' Collective Bargaining Agreements as Perceived in the Literature and by Selected Northeastern Illinois Superintendents and Teacher Group Representatives

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A COMPARATIVE ANALYSIS OF GRIEVANCE PROCEDURES IN TEACHERS' COLLECTIVE
BARGAINING AGREEMENTS AS PERCEIVED IN THE LITERATURE AND BY
SELECTED NORTHEASTERN ILLINOIS SUPERINTENDENTS
AND TEACHER GROUP REPRESENTATIVES

by

William David Smith

A Dissertation Submitted to the Faculty of the Graduate School of Loyola
University in Partial Fulfillment of the Requirements
for the Degree of Doctor of Education

1972
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LIFE

William David Smith was born in Chicago, Illinois, on November 10, 1928. He was graduated from Calumet High School, Chicago. In June, 1946, he was awarded the Bachelor of Science degree from Western Michigan University and served in the United States Army from 1951 to 1953. He was awarded the Master of Arts Degree in Education, in 1956, from the University of Michigan.

From 1953 to 1957, the author taught in the Alsip, Hazelgreen and Oak Lawn Elementary Schools which comprise school district #126. In 1957 he was appointed principal of Lane School, Alsip, Illinois. Since 1959 he has served as superintendent of schools, District #126, the Alsip, Hazelgreen and Oak Lawn Elementary Schools.

The author has contributed articles to the Illinois School Board Journal, Educators Dispatch, the IASA Newsletter, and Crofts School Board Message.
ACKNOWLEDGMENTS

The author wishes to acknowledge his gratitude to the many persons who made this study a reality. He is indebted to the school board and the staff of the Alsip, Hazelgreen, and Oak Lawn Elementary Schools for their cooperation. To the forty educators who participated in the study, he also wishes to give thanks. He is further indebted to the members of his committee, Dr. Jasper J. Valenti and Dr. James H. Smith.

A special thank you to the author's chairman and advisor, Dr. Melvin P. Heller, for his patient assistance and encouragement during the lengthy period of writing the study.

Last, he is profoundly appreciative of the patience and endurance shown by his wife Rita, and his three daughters, Kristine, Kathleen, and Lisa.
CHAPTER I

INTRODUCTION TO THE STUDY

Teacher-school board negotiations and the resultant agreements are now a reality. The decade of the 1960's was a painful evolutionary period of time as teachers organized themselves, were granted representation, negotiated, sometimes struck, and finally settled for negotiated agreements. Recognition, negotiation and salary were the items that occupied the headlines.

The grievance procedure of such agreements did not receive much scrutiny. Grievance procedures were often not even included in the agreements. Even if they were included, they were merely a brief statement. With the increase in the number of agreements, as these school systems went through the experience of following the agreements, the importance of the grievance procedure became more evident. No longer did the negotiated agreement represent closure; rather it represented the beginning. The grievance procedure represented the method by which the school system operated under the agreement. What the agreement said, how it was interpreted and applied, were often decided not over the negotiating table, but within the grievance procedure. Thus, the grievance procedure clause contained in the agreement and the subsequent handling of grievances have become a vital aspect of a negotiated agreement to those involved in education. According to both the Illinois Education Association and the Illinois Federation of Teachers, the number of negotiated agreements in Illinois will increase by more than fifty per cent in the next two years. At
the present time in Illinois, no county has more than fifty per cent of its
school districts that have an agreement. In populous, industrial Cook County,
Illinois, the majority of school districts do not have an agreement. The
evidence is that many of the Illinois districts will soon negotiate agreements.
It is hoped that this study will aid such districts in formulating a good,
workable grievance procedure.

Substantiating this emphasis on the grievance procedure are the following:

1. "Once an agreement is reached and the document signed, employees
will not permit management to deviate from the terms of the contract."¹

2. "Grievance procedure....is a crucial procedure that constitutes the
heart of a majority of labor agreements in industry."²

3. "A grievance policy, then, is a most necessary concomitant of any
negotiation procedure, since it provides for the democratic adjudication of
any questions of alleged injustice to an individual or group."³

4. "A valuable by-product of grievance procedures is that, as grievances
accumulate and records are made of them, they become the stuff for discussion

¹Richard Neal, "Public Employees and Bargaining," Educators Negotiating

²Wesley Wildman, "Legal Aspects of Teacher Collective Action," Readings on
Collective Negotiations in Public Education, ed. Stanley M. Elam, Myron

³T.M. Stinnett, Jack M. Kleinman, and Martha L. Ware, Professional
at annual negotiations and effect improvement in the contract language and terms."

5. "The arrangements for handling grievances has been well described as the heart of union-management contracts."\(^5\)

From several standpoints, the grievances procedure plays a prominent role in the implementation of the agreement. Arvid Anderson, Commissioner of the Wisconsin Employment Relations Board, specifically includes grievance procedures "as one of the four legs" of the collective bargaining table.\(^6\)

As agreements are reached in more School Districts, the impact of the grievances submitted will increase. According to Richard Neal, "Grievances will be introduced at a highly accelerated rate since under collective negotiations, grievance machinery becomes the sole means of policing the implementation of the negotiated agreement."\(^7\)

Grievance procedures in the past decade were seen as important to many groups of educators. The American Association of School Administrators in 1966 established eight principles for evaluating any grievance procedure:

1. It should be cooperatively developed and in writing.
2. It should be an integral part of the negotiated agreement.

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\(^7\)Neal, "Public Employees and Bargaining," p. 4.
3. It should clearly define a grievance.
4. It should encourage the resolution of the grievances as close as possible to the point of origin, but also contain a specified sequence of steps with reasonable time limits imposed at each step.
5. It should provide for adjudication of grievances through regular administrative channels.
6. It should provide for participation by an impartial third party as one of the steps in impasse resolution, with subsequent appeal to the final authority -- the board of education.
7. It should safeguard the grievant from prejudice or retaliation as a result of the processing of the grievance.
8. All internal methods of resolving a grievance should be used before any external means is employed.

The former assistant director of the National Education Association, Allan West, in 1965, listed six points that are essential to good grievance machinery:

1. The term "grievance" should be clearly defined....
2. The procedure should be easily accessible to any person who thinks he has a grievance, and its use should be encouraged by the administration.
3. The procedure should have prescribed time limits within which the grievance must be processed at each stage.
4. The procedure should guarantee the grievant independent representation at all stages.
5. The procedure should guarantee to the grievant protection from administrative coercion.
6. The procedure should terminate in a full and fair review....by an agency which is in no way beholden or prejudiced against any party or interest.

The National Education Association in 1966 restated its position:

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The National Education Association insists on the right of individual teachers, through officially adopted professional grievance procedures and with the right to professional association representation, to appeal the application or interpretation of board of education policies affecting them; such channels to include third party appeal, if necessary, without fear of intimidation, coercion, discrimination, or other forms of reprisal.  

The National Association of Secondary School Principals in 1965 "affirmed its full support of the rights of teachers to negotiate with school boards on the subjects of....grievance machinery."  

Historically the American Federation of Teachers has been a strong advocate of grievance machinery. President Charles Cogen's statement in 1965 summarizes the American Federation of Teachers' position. "We favor individual grievance procedures with outside arbitration as the final step. We oppose grievance procedures which place the board or the superintendent in the position of final arbitrator."  

With teacher militancy, negotiation, and agreement all on the rise, it is apparent that attention be given to the grievance procedure aspect of the negotiated agreement. It is evident that grievance procedures will be increasingly more important in the 1970's and administrators and teachers should have a thorough knowledge of those factors that constitute grievance procedures.


Practicing administrators are aware of the need for good grievance procedures but lack the knowledge to develop a workable policy. It was for these two reasons that this study was initiated.

In order to determine the major factors of grievance procedures, the following hypotheses were formulated for investigation in this study.

HYPOTHESES

A. Grievance procedures should be included in a collective bargaining and/or negotiated agreement.

B. Grievance procedures should limit the definition of "grievance" to "violation of the agreement."

C. Grievance procedures should include the provision that the first step be an informal, oral discussion by the individual with the immediate superior, with or without organization involvement or presence.

D. Grievance procedures should include the role of the organization as that of an equal partner to the individual.

E. Grievance procedures should include a formal review and judgment of the grievance by the teacher organization committee.

F. Grievance procedures should provide for resolution of problems at the lowest possible level.

G. Grievance procedures should include a step with the board of education hearing and acting on the grievance.

H. Grievance procedures should include binding arbitration as the final step.

These hypotheses were formulated through the following procedure. All major items of importance were taken from the current literature concerning
grievance procedure principles. Considerable emphasis was placed on the writings of Lieberman and Moskow on the national level, Wildman on the state level, and Slichter and Peters on the private sector level. Twenty-six preliminary hypotheses were derived from all these authoritative sources. The twenty-six hypotheses were then re-organized into common categories. From these categories eight general hypotheses. As a result of this trial analysis, five of the eight hypotheses were slightly reworded. The changes were made to obtain more precise wording. No change in the basic meaning or content of the general hypotheses was made.

The second phase of the study was the analysis of all the negotiated agreements that could be obtained from Northeastern Illinois school districts to determine whether the eight hypotheses that were derived from the literature were, in reality, contained in the actual grievance procedure section of the agreements.

Ninety-seven agreements were obtained from five sources:

1. Illinois Education Association -- twenty four.
2. Illinois Federation of Teachers -- sixteen.
3. Cook County Superintendent of Schools -- twenty-three.
4. Educational Development Cooperative -- sixteen.
5. Author's request -- eighteen.

By the use of such varied sources, a wide cross section of existing (1970 -- 1971) agreements was obtained. Since every agreement obtained from these five varied sources was included in the study, there was no chance for bias in the selection process.

The districts studied are located in thirteen counties of northeast Illinois. They represent a broad spectrum of districts.
Organizational Pattern

Illinois Education Association -- 77  
American Federation of Teachers -- 20

Enrollment

<table>
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<td>1</td>
</tr>
<tr>
<td>over 25,000</td>
<td>2</td>
</tr>
<tr>
<td>10,000 -- 24,999</td>
<td>6</td>
</tr>
<tr>
<td>5,000 -- 9,999</td>
<td>21</td>
</tr>
<tr>
<td>2,000 -- 4,999</td>
<td>40</td>
</tr>
<tr>
<td>500 -- 1,999</td>
<td>26</td>
</tr>
<tr>
<td>under 500</td>
<td>1</td>
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District Organization

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<td>High School</td>
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</tr>
<tr>
<td>Elementary</td>
<td>52</td>
</tr>
<tr>
<td>Junior College</td>
<td>3</td>
</tr>
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<td>Catholic</td>
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The third phase of the study involved use of a forty-one proposition interview devised to obtain an insight into the perceptions of superintendents and the teacher organization representatives. These propositions were statements made in the authoritative literature that were related to the eight hypotheses. The propositions were drawn from the literature in the same manner as the hypotheses. These interviews were made in depth, on a one to one basis. Each interview took at least one hour to complete. The comments of the interviewee were encouraged in order to add a further dimension to the five-choice proposition response. The initial questionnaire was refined after six "trial" interviews were held.

For the in depth questionnaire interview, twenty superintendents and twenty teacher organization representatives were chosen from twenty of the northeastern Illinois districts. The process guaranteed that a representative cross section was selected by including districts that represented all divergent aspects of size, type, and organization.
Districts selected reflected these various dimensions:

- Illinois Education Association and American Federation of Teachers.
- Small, medium and large enrollment.
- Narrow and broad definition of "grievance."
- Elementary, secondary, unit, and junior college districts.
- Non-binding and binding arbitration.

The northeastern Illinois area was selected for this study for several reasons. There were large numbers of school districts from which to obtain agreements. The variety of types and sizes of districts was great. Both National Education Association and American Federation of Teachers affiliates were present in satisfactory numbers. The collection of data was a realistic possibility. Northeastern Illinois has already gone through the "recognition and negotiation" evolutionary stage of the teacher-board relationships, providing many districts where the actual administration of the grievance procedure is a reality.

The interview technique presents limitations. However, the forty-one propositions derived from the authoritative literature and the five choice response add a definite structure to the interview data. This freedom of expression on the part of the interviewee provided a source of additional information.

The possible limitation of common vocabulary with respondents did not exist, since the interviewer and the respondents both used the common educational negotiation vocabulary. Review of the book *Interviewing: Its Form and Functions* was also very helpful in obtaining the maximum amount of information.

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The study was limited to administrators and teacher group representatives of school districts who have worked for several years with existing grievance procedures. Each district superintendent selected the administrator who had the most experience and expertise with the grievance machinery. Each teacher organization president selected the teacher most knowledgeable about grievance matters. This gave the study a three dimensional quality, with an analysis of the agreement grievance procedure itself, the administrator response and the teacher representative response. All three were from the same school district, representing at the same time a commonness of experience and yet the divergence of separate viewpoints. Multiplying these three dimension responses by the twenty selected school districts, the study covers a very broad, representative, cross section. It was limited by geography, confining itself to the northeastern Illinois area.

Negotiated agreements are increasing rapidly. Teacher militancy is on the rise. A key issue in the next decade in board-teacher relationships will be working under "the agreement." The grievance procedure provides for that element.

With an increased number of teachers available, job security of the teaching profession will be threatened. Experience in 1971 has indicated that many work stoppages in Cook County districts (Chicago Public Schools), Chicago Junior College, Niles Township High School, Eisenhower-Richards High School) are due to the battle for job security being fought within the grievance procedure framework.

Next year's negotiations will be largely determined by this year's
grievances. The role of the principal, already threatened by the negotiation process itself, is further altered by the active grievance operation.

It is for the above reasons that this study has significance. It affords teachers, administrators and board members a better insight into the grievance procedure itself as it is operating in northeastern Illinois. The study will delineate both the areas of agreement and disagreement between administrators and teachers.

The literature is filled today with negotiation topics. After the negotiations have occurred, it is the grievance procedure that will be the focal point of teacher-administrator-board interplay. This study will help develop a better understanding of the background and specifics of grievance procedures.
A number of studies have been conducted on the grievance procedure in education. Three dissertations deal specifically with some aspects of grievance procedures.

Frank D'Arcy Alt's study in 1966 was to determine the status of grievance procedures available to teachers in large city school systems of the United States, to identify and report practices found in the grievance procedures studied, and to develop a model procedure for the resolution of the grievances of individual teachers.¹

The sources of data were the official grievance procedures of the public school systems of twenty-four large cities of the United States. These grievance procedures were analyzed on the basis of fourteen categories and forty-five subcategories formulated as a series of statements based on the elements of comprehensive grievance procedure.

The results of the analysis indicate the following:

1. Seventy-nine percent of the school systems had recently (1966) changed, or were contemplating a change in their grievance procedure for

teachers.

2. All twenty-four systems (100 per cent) had some form of grievance procedures for teachers.

3. Two-thirds of the school systems studied had some form of written grievance procedure.

4. A wide diversity of meanings was given the term "grievance."

5. There was a definite tendency for decisions on appealed grievances to be made by administrative "line" officials.

6. School systems tended to retain in the upper echelons of the hierarchy the authority needed to resolve certain grievances.

7. The jurisprudential approach was acknowledged by nearly all school systems studied but was supported by less than two-thirds.

8. Fifty-eight per cent of the grievance procedures failed to exhibit provisions related to the clinical approach. Only four systems were distinctly oriented to this approach.

In a 1967 study Merle Ralph Lesher2 reviewed grievance procedures for certified personnel in the state of Iowa. This study entailed an examination of formal and informal grievance systems in all Iowa school districts. Data were obtained from a questionnaire received from 455 Iowa superintendents. A field survey was conducted in six selected districts. Administrators,

teachers and board members were queried regarding existing grievance procedures and were also asked for opinions concerning what should constitute an ideal grievance system.

Findings of the study indicated:

1. About one-third of the Iowa school districts had some type of grievance procedure.

2. Only thirteen per cent of all districts had formal grievance procedures.

3. Sixty-five per cent of the superintendents selected "great value" or "some value" rather than "little value" or "no value" when asked to judge the potential of formal grievance procedures in their districts.

4. Sixty-two per cent of all superintendents preferred a grievance procedure operated within the framework of the district rather than in cooperation with the local teachers' association.

The study found that formal grievance procedures were operating successfully in Iowa and it concluded that formal grievance procedures were feasible for the public school districts in Iowa.

A third study dealing with professional negotiation by John Patrick Hayes covered several aspects of grievance procedures. The negotiated agreements of twenty-five Chicago, Illinois suburban school districts provided the data for the study which revealed that ninety-six per cent of the agreements studied included a grievance procedure.

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Using a questionnaire - interview technique, the perceptions of twenty administrators and twenty teachers were compared. The scale used was a +100 representing response of strongly agree, +50 equals agree, zero equals no opinion, -50 disagree and -100 equals strongly disagree.

The responses indicated that teachers (plus ninety-six) and administrators (plus ninety-two) overwhelmingly agreed with the statement "Good morale results when school personnel are permitted to express dissatisfactions and obtain adjustments in a fair and impartial setting." Also receiving strong positive response was "A procedure should be established to protect the rights of all parties and to facilitate the smooth execution of all provisions of contract agreements." This proposition received a plus eighty-eight from teachers and plus eighty-two from administrators.

Two of the propositions received divergent scores. The statement "Grievance procedures are designed to improve administrative practices by promoting a balance between protecting the authority of the administrator and preventing abuse of this authority" received a plus fifty-three from teachers but a minus eight from administrators.

"The resolution of much teacher dissatisfaction depends upon the successful application of the grievance procedures" received the greatest variance of response as teachers indicated agreement (plus fifty-six) but administrators showed disagreement (minus fourteen).

The summary of the grievance procedure aspect of the Hayes study indicated that administrators were fearful that a grievance procedure would not improve administration practice, but usurp it. Evidence indicated that once a teacher "leap-frogs" over a line administrator to register a complaint at a
higher level, the administrator is placed in a precarious position.

Other statistical evidence or in-depth studies of grievance procedures include a study of the 1970 agreements of 455 Michigan school districts. Dr. John Meeder, Assistant Director of Research of the Michigan Education Association, found that fifty-four per cent contained a binding arbitration clause. Dr. Meeder indicated in a telephone interview that no other grievance procedure study has been made in Michigan.

A comprehensive research report, *Formal Grievance Procedures For Public School Teachers 1965-66* by the National Education Association had statistical data applying to 129 large school districts with enrollments over 12,000. This report clearly indicated the status of grievance procedures in large systems in 1965-66. A summation of the sixty-three page report is that most large school systems five years ago did not have formal grievance procedures. Those that did have a formal procedure had only a few of the clauses that are in most agreements today. To illustrate the status of grievance procedures five years ago, the following are cited from the National Education Association study of 1965-66.

1. Only two of the 129 large districts had more than twenty-one grievances filed during a full year.

2. Only eleven per cent of the grievance procedures contained a

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specific time limit for filing a grievance.

3. The first step is stipulated as meeting with the principal or immediate superior in seventy-nine and eight tenths per cent of the agreements.

4. The decision in the final step of the grievance procedure was made by:

   Superintendent 10.1%
   Board of Education 82.6%
   Advisory Arbitration 3.9%
   Binding Arbitration 3.1%

5. Only 11.6% of the agreements included a clause granting that a representative of the recognized teacher organization may be present at the grievance meeting.

6. 74.4% specifically mentioned that grievance must be reduced to writing at some time.

7. Only 20.2% stated that the employee may take his grievance to his organization.

8. Only 20.5% of the agreements allowed "group" or organizational grievances.

9. Only 18.6% defined or limited the definition of grievance.

10. 34.5% of the 471 large school systems had formal grievance procedures.

   A more recent National Education Association Research Report, *Grievance Procedures for Teachers in Negotiation Agreements*\(^5\) found that of the 353

National Education Association (NEA) agreements in 1966-67, 88.7% had grievance procedures. The number of NEA districts with grievance procedures increased to 91.2% in 1967-68. In Illinois, the number of NEA districts with grievance procedures increased from 70% in 1966-67 to 82.6% in 1967-68.

In Illinois, the number of agreements with outside arbitration increased from three in 1966-67 to thirteen in 1967-68. Nationwide, the increase was from 300 to 461. Donald Walker, Research Associate of the National Education Association Research Division stated in an interview that since the above 1967-68 research report, published in 1969, the National Education Association has not conducted further studies of grievance procedures.

Dr. Wesley Wildman of the University of Chicago, advisor to the Illinois Association of School Boards, stated in September, 1970, that to his knowledge there are no recent grievance procedure studies, with the exception of several studies that deal solely with the arbitration aspect. These studies by Kai Erickson, the Michigan Education Association and the American Federation of Teachers are cited in this chapter.

Morris Andrews of the Illinois Education Association, in October, 1970, reported that his Association has not conducted a grievance procedure study. However the Illinois Education Association does have a 1970 model grievance procedure which is unique in that it does not contain a school board step in the grievance appeal procedure.

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All American Federation of Teachers' agreements of 1970 contained a complete grievance procedure according to John Oliver, Assistant Research Director of the American Federation of Teachers in an interview. He stated that no detailed study has been made of these procedures except for the arbitration aspect. In the interview, Mr. Oliver did report that a review of the agreements by the American Federation of Teachers research department found that sixty per cent contained binding arbitration.

On February 21, 1968, Jack Kleinman, Executive Secretary Designate of the National Education Association's Commission on Professional Rights and Responsibilities, made a rather complete presentation on "Grievance Procedures" at the American Association of School Administrators convention in Atlantic City. He outlined nine common properties of effective procedures. He also pointed out the tremendous variance in the use of grievance procedures with the private sector averaging twenty grievances per one-hundred employees each year while in education, the district with the highest use of grievance procedures in 1967-68 had only three grievances per one-hundred employees -- which is less than one twentieth the rate in the private sector. Slichter also makes this same point using ten to twenty grievances per one-hundred employees as the average private sector grievance rate. 7

The 1970 Michigan State University doctoral study by Kai Erickson 8

8Erickson, "A Study of Grievance Arbitration Awards in Michigan Public Schools."
focused on fifty-eight grievance arbitration awards in Michigan public schools. This study dealt solely with the arbitration award aspect. Only a few facets of the Erickson study dealing with some grievance arbitration had an indirect relationship to the proposed study. Dr. Erickson indicated in October, 1970 that he knew of no other current grievance procedure studies being conducted.

Myron Lieberman, author of several books on negotiation, and an acknowledged expert in these matters, indicated in September, 1970, that there is a great lack of definitive studies in the area of the grievance procedures. Beside the Erickson study, a proposed 1971 Michigan Education Association study, a proposed New York 1971 study, and the past research by the National Education Association, Dr. Lieberman knew of no other study on this topic.

Other pertinent findings to indicate the lack of grievance procedures in the recent past included:

1. Myron Lieberman indicated that in 1966-67 only twenty-four per cent of all teacher-school board agreements included a grievance procedure.9

2. A 1966 National Education Association survey showed that only 31.1 per cent of urban school districts had formally adopted a grievance procedure.10

3. A 1968 survey by Richard Neal indicated that only one-third of school

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districts with over 12,000 pupils had written grievance procedures.\textsuperscript{11}

The statistics clearly indicate that a minority of the nationwide school districts had grievance procedures. Yet both the National Education Association\textsuperscript{12} and Lieberman\textsuperscript{13} indicate that over sixty-five per cent of the nation's teachers were covered by an agreement. This implies that a considerable proportion, possibly a majority of the negotiated agreements in 1970, did not contain a grievance procedure clause.

A thorough review of the literature concerning the grievance procedure in the private sector indicates an entirely different statistical pattern. Twenty-five years ago, over ninety per cent of the private sector agreements already contained a grievance procedure clause. Of even greater significance is that seventy-three per cent of these contained binding arbitration as a final step.\textsuperscript{14}

A comparison was made of the present teacher agreement statistics and the historical pattern in the private sector as documented by both Slichter\textsuperscript{15} and Prasow.\textsuperscript{16} This comparison indicated that the present occurrence of teacher

\textsuperscript{14}Stichter, Op. Cit., p. 739.
\textsuperscript{15}Ibid., p. 739-745.
grievance procedures in negotiated agreements compares with that in the private sector during the late 1930's and early 1940's.


"Any individual employee or group of employees shall have the right at any time to present grievances to their employer and to have such grievances adjusted without the intervention of the bargaining representative as long as this adjustment is not inconsistent with the terms of a collective-bargaining contract or agreement then in effect: provided further, that the bargaining representative has been given opportunity to be present at such agreement." 17

A review of other public sector studies revealed little data since the negotiations in the public sector is a relatively new phenomenon. A recent study of grievances at the Dallas, Texas Regional Post Office had only two pertinent findings. One, that during the 1962-1968 period, there was very little use of the grievance machinery and two, that the regional post office should improve its procedures to make it more available to employees. 18

A review of related literature also indicated a lack of specific information concerning grievance procedures. One study of Utah principals did

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indicate that while principals should be involved in the grievance procedure, their participation at higher steps should not be mandatory.19

This study was different from other studies in that it goes beyond the "status and model" aspects of the Alt and Lesher studies. Included in an analysis of ninety-seven recent negotiated agreements that are in northeastern Illinois (Hypothesis A). Fifty-six grievance procedures were then compared to hypotheses B through H.

Only four propositions dealing with grievance procedures are in the 1970 Hayes study of twenty propositions dealing with the larger negotiations topic. This study has forty-one propositions on the sole topic of grievance. The responses indicating the perceptions of twenty superintendents and twenty teacher organization representatives gave this study an in depth aspect lacking in the Alt, Lesher, and Erickson studies.

With the tremendous increase in the number of negotiated agreements in the past few years, many facets of the grievance procedures of this 1971 study in northeastern Illinois were quite different from those found three and four years earlier in Iowa and the larger cities.

Also analyzed were the responses of forty experienced educators to forty-one specific grievance procedure propositions. This total of 1,640 responses

of teacher representatives and administrators, experienced in working with a grievance procedure, is far greater than the very low sampling of the Alt and Lesher studies. The 1,640 responses were much greater than the 160 grievance procedure responses to the four propositions of the Hayes study. This greater in depth sampling coupled with up-to-date statistics and more complete hypotheses made this study unique.19a

In conclusion, the literature does not contain many definitive studies of grievance procedures. However the literature makes a strong case as to the vital role of the grievance procedure as part of any agreement and/or organizational policy.

The chairman of the National Labor Relations Board in 1971 pointed out "Too many school administrators have failed to realize the necessity of an effective and meaningful grievance procedure."20

Authors of several private sector arbitrator texts, Prasow and Peters emphasize "as to grievance adjustment.....collective bargaining in the public sector is undergoing a vast, far reaching transition."21

A review of the writings of Peter Drucker, management consultant expert, indicates his justification for the need for grievance procedures by focusing


on the communication aspect.

"A feedback has to be built to provide a continuous testing, against actual events.... Decisions are made by men. Men are fallible. Even the best decision has a high probability of being wrong."22

Frederick C. Dyer in his Executive's Guide to Handling People makes the major admonition of "don't suppress symptoms - find causes."23 A working grievance procedure provides one method of fulfilling this warning.

One of the nation's outstanding experts on grievances and arbitration, Neil W. Chamberlain offers this endorsement.

The grievance and arbitration procedure is one of the truly great accomplishments of American industrial relations. For all its defects -- the bypassing of some of the appeals stages, its use by the union as a political device to convince the employees that it is looking out for their interests, the slowness with which it sometimes operates -- it constitutes a social invention of great importance. Although something similar is used in some other countries, it is perhaps safe to say that nowhere else has it reached the high stage of development that it has in the United States in a sense that it is so widely employed and has achieved so much vitality at the local level.24

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CHAPTER III

ANALYSIS OF NEGOTIATED AGREEMENTS

This chapter contains three aspects of this dissertation: (1) the hypotheses of the study; (2) a rationale for each hypothesis; and (3) an analysis of ninety-seven negotiated agreements from the northeastern portion of Illinois. The purpose of the analysis was to determine whether the actual agreements contained the same grievance procedure factors as often mentioned in the literature.

The analysis of the negotiated agreements and grievance procedures contained responses to each hypothesis to one of three categories:

1. Item was EXACTLY INCLUDED in the agreement. (EI)
2. Item was PARTIALLY INCLUDED in the agreement. (PI).
3. Item was NOT INCLUDED in the agreement. (NI)

The PARTIALLY INCLUDED category was necessary since some agreements contained some facet of the hypothesis but not the entire hypothesis. In others, the agreement implied the hypothesis but did not specifically contain it. In either of these situations, neither EXACTLY INCLUDED nor NOT INCLUDED could properly categorize the hypothesis. In such instances, the PARTIALLY INCLUDED category was used.

For scoring, the following scale was used: (1) a point was given to each EXACTLY INCLUDED response; (2) half a point to each PARTIALLY INCLUDED response since it represented a position between the two extremes; and (3) no
point for each NOT INCLUDED response. The points were then converted to a total points received percentage score (i.e. responses received/percentage). A one-hundred per cent score would indicate all agreements contained the item being analyzed. A zero per cent score would indicate that none of the agreements contained the item. An increase in the percentage from zero per cent to one-hundred per cent indicates the analyzed item appears more frequently in the agreements' grievance procedures.

An example of how to interpret the analysis of the grievance procedure is as follows:

<table>
<thead>
<tr>
<th>EI</th>
<th>PI</th>
<th>NI</th>
</tr>
</thead>
<tbody>
<tr>
<td>53</td>
<td>18</td>
<td>26</td>
</tr>
</tbody>
</table>

Total = 64%

1. EI means item was EXACTLY INCLUDED in the agreement.

2. PI means item was PARTIALLY INCLUDED in the agreement.

3. NI means item was NOT INCLUDED in the agreement.

2. The number indicates the number of agreements containing the items being analyzed.

3. The total score of the proposition as converted to per cent was calculated as follows:

<table>
<thead>
<tr>
<th>Response</th>
<th>Number</th>
<th>Weighted Point</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>EI</td>
<td>53</td>
<td>1</td>
<td>53</td>
</tr>
<tr>
<td>PI</td>
<td>18</td>
<td>½</td>
<td>9</td>
</tr>
<tr>
<td>NI</td>
<td>26</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

Total 97  Total 62

62 points received/97 responses reviewed = 64%

4. The above representation would read that fifty-three agreements contained the exact item being analyzed. Eighteen agreements have the item only
partially included and twenty-six do not include the item being considered. The Total Percentage Score given to the item being analyzed was sixty-four per cent.

5. The same scoring analysis was done by Illinois Education Association and Illinois Federation of Teachers districts, by type of district, and by size of district.

HYPOTHESIS A - GRIEVANCE PROCEDURES SHOULD BE INCLUDED IN A COLLECTIVE BARGAINING AND/OR NEGOTIATED AGREEMENT.

This hypothesis deals with the inclusion in the agreement of specific machinery for the handling of grievances. While there has been a trend in the last decade to provide at least some procedure to handle individual teacher complaints, the process has been slow. The studies in the previous chapter clearly show that as late as 1966 and 1967, written grievance procedures were the exception rather than the rule.

It would seem that only the advent of negotiated contracts brought about the formalization of written grievance procedures. Comparing the sixty-seven per cent (1966) Alt study and the thirteen per cent (1967) Iowa figure in the Lesher study indicates that a major reason for such a difference was the fact that the large cities had negotiated contracts and the Iowa districts did not. The Hayes study further demonstrates this, with ninety-six per cent of the twenty-five suburban Chicago, Illinois agreements having a written grievance procedure. Both teacher organizations in Illinois usually include this hypothesis in their negotiation demands. In 1969 Wesley Wildman, for the Illinois Association of School Boards, developed guidelines for grievance procedures, for use by school boards in their negotiations.
Analysis A

Grievance procedures should be included in a collective bargaining and/or negotiated agreement.

\[
\begin{array}{ccc}
\text{EI} & \text{PI} & \text{NI} \\
53 & 18 & 26 \\
\end{array}
\]

\[
\frac{53}{53 + 18 + 26} = 64\%
\]

Fifty-three of the ninety-seven agreements examined contained a complete section on grievance procedures. Eighteen contained some reference to grievance procedures, but did not elaborate. Twenty-six agreements made no mention of grievance procedures. The sixty-four per cent score would indicate that this hypothesis is accepted. Any score in excess of fifty per cent indicates acceptance.

The above response was the result of a double check of all agreements that did not have any grievance procedures. After reviewing an agreement that did not contain a grievance procedure, a letter was sent to the superintendent to make certain no grievance procedure did exist.

The twenty-six agreements that did not have grievance procedures in the final examination of the negotiated agreements were again evaluated along with the reply to the follow up letter. (See Appendix A)

The grievance procedure is a major factor in the Illinois Federation of Teachers' agreements as all twenty, one-hundred per cent, of these agreements contained grievance procedures.

Of the seventy-seven Illinois Education Association districts, only thirty-three had a complete set of grievance procedures while eighteen had a partial inclusion, (fifty-six per cent). The one-hundred per cent Illinois Federation of Teachers' score as compared to fifty-six per cent Illinois Education Association score is evidence of one of the basic differences in the
respective approaches of the two organizations to negotiated agreements.

Analysis by type of district

<table>
<thead>
<tr>
<th></th>
<th>EI</th>
<th>PI</th>
<th>NI</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elementary</td>
<td>22</td>
<td>12</td>
<td>18</td>
<td>54%</td>
</tr>
<tr>
<td>High School</td>
<td>18</td>
<td>2</td>
<td>6</td>
<td>73%</td>
</tr>
<tr>
<td>Unit</td>
<td>9</td>
<td>4</td>
<td>2</td>
<td>73%</td>
</tr>
<tr>
<td>Junior College</td>
<td>3</td>
<td>0</td>
<td>0</td>
<td>100%</td>
</tr>
</tbody>
</table>

The overall sixty-four per cent average score is misleading when broken down into types of districts. All the junior colleges analyzed have grievance procedures. Nearly three out of four high schools and unit districts also have them. However, just over half of the elementary school districts included grievance procedures in their negotiated agreement. This may have been due to the fact that elementary school districts have been the slowest to organize under formal negotiative agreements.

Analysis by enrollment of district

<table>
<thead>
<tr>
<th></th>
<th>EI</th>
<th>PI</th>
<th>NI</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Large (5,000)</td>
<td>22</td>
<td>3</td>
<td>5</td>
<td>78%</td>
</tr>
<tr>
<td>Medium (2,000 to 4,990)</td>
<td>22</td>
<td>10</td>
<td>8</td>
<td>68%</td>
</tr>
<tr>
<td>Small (under 1,990)</td>
<td>9</td>
<td>6</td>
<td>12</td>
<td>45%</td>
</tr>
</tbody>
</table>

From the evidence, it would seem that the size of the enrollment of the district has a positive correlation to whether the district has a grievance procedure. As the district enrollment goes up, so goes up the likelihood of having a grievance procedure. To further highlight that point, only one of the nine districts with over 10,000 enrollment does not have a grievance procedure, giving the Large districts a ninety per cent score.
HYPOTHESIS B - GRIEVANCE PROCEDURES SHOULD INCLUDE THE DEFINITION OF "GRIEVANCE" AS LIMITED TO "VIOLATION OF THE AGREEMENT."

The definition of "grievance" reveals a wide variance of opinion, from the broad "complaint" or "injustice" definition to the very tight "violation of the agreement." Wesley A. Wildman, Illinois Association of School Boards' consultant, suggests a "tight" definition as follows: "A grievance shall mean a complaint that there has been an alleged violation, misinterpretation or misapplication of any provision of this agreement."¹

The primacy of the need for a definition is connoted in the Pennsylvania State Department of Public Instruction in its Set of Tentative Guidelines. The first guideline listed is: "Grievance should be clearly defined."²

Analysis B

Grievance procedures should include the definition of "grievance" as limited to "violation of the agreement."

\[
\begin{array}{ccc}
\text{EI} & \text{PI} & \text{NI} \\
24 & 16 & 19 \\
\end{array}
\]

\[= 54\%
\]

With such an even distribution of scores, no accept or reject decision could be made on Hypothesis B. The response on this item was equally balanced yet varied. In order to obtain a better evaluation instrument, the definitions


²Educators Negotiating Service (June 1, 1968), p. 7. Publisher: Educators Service Bureau, Inc., Washington, D.C.
were narrowed from the above three categories (EI, PI, and NI) to the following six categories. The fifty-nine agreements that contained grievance definitions then were apportioned into the following:

1. "Violation of the agreement" -- twenty-four.
2. "Violation of the agreement and board policy" -- seven.
3. "Violation of the agreement, board policy or established administration rule or practice" -- thirteen.
4. "Intensified complaint" -- one.
5. "Complaint" -- twelve.
6. "No definition" -- two.

Some of the "complaint" category wording was "injustice," "problems," "deep seated complaint," and "a feeling that an injustice has been done." In categories three, four, and five, comparison between districts affiliated with the Illinois Federation of Teachers and Illinois Education Association reveals a similarity. Ten of twenty Illinois Federation of Teachers' districts (fifty per cent) were in those categories (broad definition). Sixteen of the thirty-nine Illinois Education Association's districts (forty-one per cent) were also in this (broad definition) category.

However, in the "very tight" definition, category one, only one of the twenty-four districts is an Illinois Federation of Teachers' district, while twenty-three are districts of the Illinois Education Association. This evidence indicates that the Illinois Federation of Teachers' agreements lean toward a broader grievance definition as compared to the narrower scope definition of the Illinois Education Association agreements.
Analysis by type of district

<table>
<thead>
<tr>
<th>Type</th>
<th>EI</th>
<th>PI</th>
<th>NI</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elementary</td>
<td>10</td>
<td>11</td>
<td>7</td>
<td>56%</td>
</tr>
<tr>
<td>High School</td>
<td>11</td>
<td>2</td>
<td>5</td>
<td>67%</td>
</tr>
<tr>
<td>Unit</td>
<td>4</td>
<td>2</td>
<td>5</td>
<td>45%</td>
</tr>
<tr>
<td>Junior College</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>50%</td>
</tr>
</tbody>
</table>

No appreciable difference is reflected in this analysis except that the high school districts have the tightest definition score.

Analysis by enrollment of district

<table>
<thead>
<tr>
<th>Type</th>
<th>EI</th>
<th>PI</th>
<th>NI</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Large</td>
<td>7</td>
<td>8</td>
<td>6</td>
<td>52%</td>
</tr>
<tr>
<td>Medium</td>
<td>16</td>
<td>5</td>
<td>7</td>
<td>63%</td>
</tr>
<tr>
<td>Small</td>
<td>2</td>
<td>3</td>
<td>6</td>
<td>32%</td>
</tr>
</tbody>
</table>

The small districts had the broadest definitions while the medium districts had the tightest with the large districts close to the overall score of fifty-four per cent.

HYPOTHESIS C - GRIEVANCE PROCEDURES SHOULD INCLUDE THE PROVISION THAT THE FIRST STEP BE AN INFORMAL, ORAL DISCUSSION BY THE INDIVIDUAL WITH THE IMMEDIATE SUPERIOR, WITH OR WITHOUT ORGANIZATION INVOLVEMENT OR PRESENCE.

This statement is supported by national literature, Lieberman,\(^3\) and on the Illinois basis, by Wildman.\(^4\) The procedure simply enables both the grievant and the immediate superior to sit down and orally discuss the problem. This discussion step precedes the formal introduction of a written grievance and, in fact, the oral, informal discussion is a necessary prerequisite before

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\(^3\) Myron Lieberman and Michael Moskow, *Collective Negotiations for Teachers*, p. 346.

\(^4\) Wesley Wildman, "From the Bargaining Table -- The Grievance Procedure," p. 55.
written grievance procedures can be initiated.

Analysis C

Grievance procedures should include the provision that the first step be an informal, oral discussion by the individual with the immediate superior, with or without organization involvement or presence.

\[
\begin{array}{ccc}
\text{EI} & \text{PI} & \text{NI} \\
39 & 10 & 11
\end{array}
\]

This hypothesis was accepted by a strong majority. This response indicated that this item is contained in nearly three out of four grievance procedures studied. Only eleven of the sixty procedures (eighteen per cent) began with a written procedure as the first step. This certainly indicates that the use of the informal and oral discussion as the first step is the rule (seventy-three per cent) as compared to the first step as a written procedure (eighteen per cent).

The score of seventy-two per cent of the Illinois Education Association districts is almost the same as the seventy-five per cent score of the Illinois Federation of Teachers districts. This similarity indicates that the position of both organizations, in practice, on the first step procedures is basically the same. The often stated supposition that the position of the Illinois Federation of Teachers began with a written procedure is not supported by this study.
Analysis by type of district

<table>
<thead>
<tr>
<th>Type of District</th>
<th>EI</th>
<th>PI</th>
<th>NI</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elementary</td>
<td>17</td>
<td>3</td>
<td>7</td>
<td>69%</td>
</tr>
<tr>
<td>High School</td>
<td>12</td>
<td>4</td>
<td>2</td>
<td>77%</td>
</tr>
<tr>
<td>Unit</td>
<td>9</td>
<td>1</td>
<td>1</td>
<td>86%</td>
</tr>
<tr>
<td>Junior College</td>
<td>1</td>
<td>2</td>
<td>0</td>
<td>67%</td>
</tr>
</tbody>
</table>

The evidence indicates that the different types of districts are very similar as to the first step provisions in their grievance procedures. The scores ranged from a high eighty-six per cent for unit districts, a median of seventy-three per cent for all districts and a low of sixty-seven per cent for junior college districts.

Analysis by enrollment of district

<table>
<thead>
<tr>
<th>Enrollment</th>
<th>EI</th>
<th>PI</th>
<th>NI</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Large</td>
<td>15</td>
<td>3</td>
<td>3</td>
<td>79%</td>
</tr>
<tr>
<td>Medium</td>
<td>17</td>
<td>5</td>
<td>6</td>
<td>70%</td>
</tr>
<tr>
<td>Small</td>
<td>7</td>
<td>2</td>
<td>2</td>
<td>73%</td>
</tr>
</tbody>
</table>

The size of the district has little effect on this hypothesis. The range in the scores was only nine percentage points.

To summarize Hypothesis C, the evidence of all comparisons (Illinois Education Association -- American Federation of Teachers; type; enrollment) indicated a remarkably similar result. Approximately three out of four districts in all the above comparison categories had a grievance procedure that had an informal, oral first step.
HYPOTHESIS D - GRIEVANCE PROCEDURES SHOULD INCLUDE THE ROLE OF THE ORGANIZATION AS THAT OF AN EQUAL PARTNER TO THE INDIVIDUAL.

This hypothesis deals with the inclusion in the agreement of specific guarantees that the teacher organization represent the teacher during the grievance steps and that the organization be fully informed as to the grievance outcome. This provision is standard in nearly all private sector agreements. In education there has been slow acceptance with some resistance as indicated in Lesher's 1967 finding that sixty-two per cent of Iowa superintendents preferred a grievance system within the framework of the district rather than in cooperation with the local teachers' association. Both Illinois teacher organization groups strongly insist on their right to be a part of the grievance procedure.

Analysis D

Grievance procedures should include the role of the organization as that of an equal partner to the individual.

\[
\frac{E1}{49} \quad \frac{P1}{9} \quad \frac{N1}{2} = 89\%
\]

An overwhelming affirmative response was received on this hypothesis; therefore, this hypothesis is accepted. All twenty (one-hundred per cent) Districts represented by Illinois Federation of Teachers included this equal

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5Merle Ralph Lesher, "Grievance Procedures in Public Schools of Iowa."
partner clause, while the forty districts represented by Illinois Education Association had an eighty-four per cent score on this item.

Analysis by type of district

<table>
<thead>
<tr>
<th>Type</th>
<th>EI</th>
<th>PI</th>
<th>NI</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elementary</td>
<td>21</td>
<td>5</td>
<td>1</td>
<td>87%</td>
</tr>
<tr>
<td>High School</td>
<td>15</td>
<td>2</td>
<td>1</td>
<td>89%</td>
</tr>
<tr>
<td>Unit</td>
<td>9</td>
<td>2</td>
<td>0</td>
<td>91%</td>
</tr>
<tr>
<td>Junior College</td>
<td>3</td>
<td>0</td>
<td>0</td>
<td>100%</td>
</tr>
</tbody>
</table>

The indication is that the type of district has little effect on this hypothesis finding.

Analysis by enrollment of district

<table>
<thead>
<tr>
<th>Type</th>
<th>EI</th>
<th>PI</th>
<th>NI</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Large</td>
<td>20</td>
<td>1</td>
<td>0</td>
<td>98%</td>
</tr>
<tr>
<td>Medium</td>
<td>22</td>
<td>6</td>
<td>0</td>
<td>89%</td>
</tr>
<tr>
<td>Small</td>
<td>7</td>
<td>2</td>
<td>2</td>
<td>73%</td>
</tr>
</tbody>
</table>

The evidence indicates that the larger the district, the more likely the teacher organization will be included as an equal partner in the grievance procedures. But the evidence does not indicate that small districts are remiss in regard to this issue.

HYPOTHESIS E - GRIEVANCE PROCEDURES SHOULD INCLUDE A FORMAL REVIEW AND JUDGMENT OF THE GRIEVANCE BY THE TEACHER ORGANIZATION COMMITTEE.

If the teacher organization is an equal partner, as indicated by the finding in Hypothesis D, then it would seem that the organization should be responsible for reviewing and making a judgment as to the validity of the grievance before supporting the teacher as an equal partner. In the past the National Education Association and some state affiliates included such a formal review and judgment clause in their model procedures. Some districts provide for formal review and judgment with involvement of a grievance committee or a
professional rights and responsibilities committee. This hypothesis was
designed to determine whether this review and judgment procedure was written into
the procedures.

Analysis E

Grievance procedures should include a formal review and judgment of the
grievance by the teacher organization committee.

\[
\begin{array}{ccc}
\text{EI} & \text{PI} & \text{NI} \\
16 & 13 & 31 \\
\end{array}
\]

= 37%

This result does not support Hypothesis E and therefore the hypothesis is
rejected. This hypothesis was not present in over two-thirds of the agree-
ments reviewed. While teacher organizations internally and/or informally may
use review and judgment machiner, the written grievance procedures in most
cases do not contain these provisions.

Of the twenty Illinois Federation of Teachers districts, seven had some
review and judgment provisions for a twenty-seven per cent score. The Illinois
Education Association score was much higher, totalling forty-two per cent.

Analysis by type of district

<table>
<thead>
<tr>
<th>Type</th>
<th>EI</th>
<th>PI</th>
<th>NI</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elementary</td>
<td>7</td>
<td>8</td>
<td>13</td>
<td>39%</td>
</tr>
<tr>
<td>High School</td>
<td>6</td>
<td>1</td>
<td>11</td>
<td>36%</td>
</tr>
<tr>
<td>Unit</td>
<td>5</td>
<td>1</td>
<td>5</td>
<td>50%</td>
</tr>
<tr>
<td>Junior College</td>
<td>0</td>
<td>1</td>
<td>2</td>
<td>17%</td>
</tr>
</tbody>
</table>

Findings indicate that unit districts have the most review and judgment
provisions. The fifty per cent score, however, indicates that half the unit
districts do not have this written procedure.
Analysis by enrollment of district

<table>
<thead>
<tr>
<th></th>
<th>EI</th>
<th>PI</th>
<th>NI</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Large</td>
<td>6</td>
<td>5</td>
<td>10</td>
<td>40%</td>
</tr>
<tr>
<td>Medium</td>
<td>8</td>
<td>4</td>
<td>16</td>
<td>36%</td>
</tr>
<tr>
<td>Small</td>
<td>2</td>
<td>4</td>
<td>5</td>
<td>36%</td>
</tr>
</tbody>
</table>

The difference in enrollment in types of districts has no relationship to the review and judgment hypothesis.

HYPOTHESIS F - GRIEVANCE PROCEDURE SHOULD PROVIDE FOR RESOLUTION OF PROBLEMS AT THE LOWEST POSSIBLE LEVEL.

Hypothesis F was designed to ascertain whether the written grievance procedures specifically included a statement providing for the resolution of problems at the lowest possible level. No other premise in the literature is more often stated than this hypothesis. It was designed to evaluate the grievance procedures and to discern whether the procedures were lowest possible level orientated or whether they were intended for the escalation of problems to higher echelons.

Analysis F

Grievance procedures should provide for resolution of problems at the lowest possible level.

\[
\frac{EI}{24} \quad \frac{PI}{21} \quad \frac{NI}{14} = 60\%
\]

Hypothesis F is accepted since a majority of the agreements do contain such a provision. This score indicates that only a little more than half the districts actually state in their grievance procedure that problems should be solved at the lowest possible level. The forty per cent that do not have such a statement may informally or in practice provide for the lowest resolution of problems. However, no written statement of this policy appears in their
grievance procedures. Also, it could infer that the lack of such a statement might indicate a tendency of that policy generally to escalate grievance problem solving to higher echelons.

The two teacher organizations scored very close on this item, with the Illinois Education Association having a sixty-one per cent score and the Illinois Federation of Teachers a fifty-five per cent score. This finding would tend to dispel the theory that the organizations had significantly different written positions on the lowest level resolution and/or escalation of problems question.

Analysis by enrollment of district

<table>
<thead>
<tr>
<th>Enrollment</th>
<th>EI</th>
<th>PI</th>
<th>NI</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Large</td>
<td>9</td>
<td>9</td>
<td>3</td>
<td>64%</td>
</tr>
<tr>
<td>Medium</td>
<td>15</td>
<td>7</td>
<td>6</td>
<td>65%</td>
</tr>
<tr>
<td>Small</td>
<td>1</td>
<td>5</td>
<td>5</td>
<td>32%</td>
</tr>
</tbody>
</table>

In this comparison it is only the small districts that have a low score. A reason may be that small districts by their very size solve problems at low levels, and thus, a statement in the procedures was not even thought necessary.

Analysis by type of district

<table>
<thead>
<tr>
<th>Type of District</th>
<th>EI</th>
<th>PI</th>
<th>NI</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elementary</td>
<td>12</td>
<td>11</td>
<td>5</td>
<td>63%</td>
</tr>
<tr>
<td>High School</td>
<td>8</td>
<td>6</td>
<td>4</td>
<td>61%</td>
</tr>
<tr>
<td>Unit</td>
<td>6</td>
<td>1</td>
<td>4</td>
<td>59%</td>
</tr>
<tr>
<td>Junior College</td>
<td>0</td>
<td>2</td>
<td>1</td>
<td>33%</td>
</tr>
</tbody>
</table>

Only the junior college districts have a low score. The other three types of districts score within a few points of each other. The junior college personnel structure might explain their low score since in a large college-orientated system many problems and grievances would necessarily have to be escalated to reach a decision-making echelon.
HYPOTHESIS G - GRIEVANCE PROCEDURES SHOULD INCLUDE A STEP WITH THE BOARD OF EDUCATION HEARING AND ACTING ON THE GRIEVANCE.

This hypothesis was designed to ascertain accurately the degree of school board involvement and to indicate whether school boards are getting into or out of the grievance procedure line of appeal. In the past, teacher organizations have wanted the board of education as a step in the grievance procedure. There seems to be a change in this attitude, as reflected in the Illinois Education Association 1970 Model Grievance Procedure, which does not contain a board of education step.

Analysis G

Grievance procedures should include a step with the board of education hearing and acting on the grievance.

\[ \frac{EI}{48} \div \frac{PI}{2} \div \frac{NI}{10} = 82\% \]

This hypothesis had the second highest score, only exceeded by the equal partner hypothesis D. More than four out of five districts had the board of education as a step in the grievance procedure. Therefore, the hypothesis is accepted. The evidence would indicate that such a high affirmative score is the result of general agreement on the part of both teachers and boards of education. Teachers want to get to the board with grievances, and school

---

6Wesley A. Wildman, "From the Bargaining Table -- The Grievance Procedure," p. 56.
boards do not wish to be bypassed.

In comparing the respective teacher organizations, the Illinois Education Association and the Illinois Federation of Teachers received nearly identical scores of eighty-one per cent and eighty-two per cent, respectively.

Analysis by type of district

<table>
<thead>
<tr>
<th></th>
<th>EI</th>
<th>PI</th>
<th>NI</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elementary</td>
<td>23</td>
<td>1</td>
<td>4</td>
<td>84%</td>
</tr>
<tr>
<td>High School</td>
<td>16</td>
<td>0</td>
<td>2</td>
<td>88%</td>
</tr>
<tr>
<td>Unit</td>
<td>8</td>
<td>1</td>
<td>2</td>
<td>77%</td>
</tr>
<tr>
<td>Junior College</td>
<td>1</td>
<td>0</td>
<td>2</td>
<td>33%</td>
</tr>
</tbody>
</table>

Only the junior college districts had a different score. This difference again might be explained in terms of their personnel structure, size and echelon steps.

Analysis by enrollment of districts

<table>
<thead>
<tr>
<th></th>
<th>EI</th>
<th>PI</th>
<th>NI</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Large</td>
<td>16</td>
<td>1</td>
<td>4</td>
<td>79%</td>
</tr>
<tr>
<td>Medium</td>
<td>24</td>
<td>1</td>
<td>3</td>
<td>87%</td>
</tr>
<tr>
<td>Small</td>
<td>8</td>
<td>0</td>
<td>3</td>
<td>77%</td>
</tr>
</tbody>
</table>

The size of district has little bearing on this hypothesis with only a ten per cent range between the extremes.
HYPOTHESIS H - GRIEVANCE PROCEDURES SHOULD INCLUDE BINDING ARBITRATION AS THE FINAL STEP.

The question as to the final resolution in the grievance procedure is a most controversial issue. Binding arbitration in school grievance procedures is a development of only the past few years.

According to Lieberman, in 1965 there were fewer than five school systems in the country that had binding arbitration. 7 Contrast that with the 1966 statement: "At the present time, over ninety-five per cent of the collective bargaining agreements in the private sector incorporate a grievance procedure with binding arbitration." 8

The position of the American Federation of Teachers has been that "Teachers need fair grievance procedures which allow for appeal to an impartial body." 9 Only four years ago the National Education Association was not advocating binding arbitration. The 1966 New Haven, Connecticut agreement included binding arbitration which was "a most unusual feature of a National Education Association negotiated agreement." 10 Recently, however, binding arbitration is present in more and more agreements.

Analysis H

Grievance procedures should include binding arbitration as the final step.

7 Myron Lieberman and Michael H. Moskow, Collective Negotiations For Teachers, p. 349.
8 Ibid., p. 82.
10 Ibid., p. 320.
This is the lowest of all eight hypotheses and it is rejected. It is very important however, to note that it indicates more than one of three districts include binding arbitration as the final step. Thirty-six per cent is a very high score considering that a few years ago it was zero.

A significant difference in Illinois Education Association and Illinois Federation of Teachers agreements is noticeable in this hypothesis. Eleven of the twenty Illinois Federation of Teachers districts (fifty-five per cent) had binding arbitration. Only nine of the forty Illinois Education Association districts (twenty-five per cent) included binding arbitration.

Analysis by type of district

<table>
<thead>
<tr>
<th>Type</th>
<th>EI</th>
<th>PI</th>
<th>NI</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elementary</td>
<td>9</td>
<td>1</td>
<td>18</td>
<td>34%</td>
</tr>
<tr>
<td>High School</td>
<td>6</td>
<td>1</td>
<td>11</td>
<td>36%</td>
</tr>
<tr>
<td>Unit</td>
<td>4</td>
<td>0</td>
<td>7</td>
<td>36%</td>
</tr>
<tr>
<td>Junior College</td>
<td>1</td>
<td>0</td>
<td>2</td>
<td>33%</td>
</tr>
</tbody>
</table>

An almost identical score was received by all four types of districts.

Analysis by enrollment of district

<table>
<thead>
<tr>
<th>Type</th>
<th>EI</th>
<th>PI</th>
<th>NI</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Large</td>
<td>8</td>
<td>1</td>
<td>12</td>
<td>40%</td>
</tr>
<tr>
<td>Medium</td>
<td>10</td>
<td>1</td>
<td>17</td>
<td>38%</td>
</tr>
<tr>
<td>Small</td>
<td>2</td>
<td>0</td>
<td>9</td>
<td>18%</td>
</tr>
</tbody>
</table>

Enrollment seems to be a factor in this question. Four out of ten large districts have binding arbitration as compared to less than two out of ten for smaller school districts.

To afford a better delineation of this controversial binding arbitration hypothesis, the sixty grievance procedures were examined more carefully. The
final step contained in each grievance procedure was as follows:

1. Binding Arbitration..................twenty-seven per cent.
2. Advisory Arbitration..................forty per cent.
3. School Board Decision................twenty-five per cent.
4. Superintendent Decision................three per cent.
5. No final determination listed........five per cent.

The most prevalent final step in the sixty districts was advisory arbitration (forty per cent). This is defined as "arbitration without final and binding award, but it carries a moral commitment of the parties to abide by the recommendation."11

President Kennedy's Executive Order 10988 of 1962 "authorizes advisory arbitration of grievances on federal employee contract interpretation or application."12 The extent of the moral commitment of advisory arbitration is shown by the fact that not one advisory arbitration recommendation was rejected by the head of a federal agency during the first three years after Executive Order 10988 was issued.13

Twenty-seven per cent of northeastern Illinois school district agreements contain exact binding arbitration wording. This compares to thirty-three per

12 Myron Lieberman and Michael H. Moskow, Collective Negotiations For Teachers, p. 83.
13 Ibid., p. 349.
cent in Michigan in 1966. The indication is that Illinois is only two years behind Michigan in terms of the per cent of binding arbitration agreements. That Illinois has so many such agreements is of interest since Michigan has the nation's most complete and liberal negotiation legislation and Illinois still has none.

The evidence would seem to indicate that the question of whether a school board can/or should delegate to some independent third party the authority to commit the district formally, is a rhetorical one. The ground swell of evidence indicates that even without any clear legislative authority to permit arbitration in Illinois, twenty-seven per cent of the districts studied already had strict written binding arbitration procedures. The trend, from five districts nationwide in 1965 to twelve districts in Cook County, Illinois alone in 1970, seems to indicate a steady movement toward binding arbitration.

President Nixon's 1969 Executive Order 11491 "Labor Management Relations in the Federal Service" specifically, in Section 114, permitted the arbitration of employee grievances. Perhaps more important and directly applicable to education was the March, 1969 National Education Association's Proposed Federal Professional Statute:

may include in such agreement procedures for final and binding arbitration of such disputes as may arise involving the interpretation, application or violation of such agreements or of established policy or practice of such board of education affecting terms and conditions of professional service and other matters of mutual concern. 16

With the National Education Association, American Federation of Teachers, Federal Government, and the entire private sector advocating binding arbitration, it seems likely that the continued adoption of binding arbitration grievance procedures in Illinois school districts will accelerate. When a total of sixty-seven per cent of the Illinois agreements studied contained either advisory or binding arbitration, the arguments as to its legality are specious.

While Hypothesis H was rejected, the trend is documented toward an acceptance of binding arbitration at a future date. Had this hypothesis been worded "binding or advisory arbitration," it would have been accepted.

CHAPTER IV

PRESENTATION AND ANALYSIS OF PERCEPTIONS BY TEACHER REPRESENTATIVES AND ADMINISTRATORS

In the previous chapter, eight hypotheses were established and ninety-seven agreements were analyzed to determine whether the actual agreements contained the elements of the eight hypotheses.

Chapter IV contains the forty-one propositions (see Appendix C) used to test the hypotheses by relating the responses of experienced administrators and teacher representatives to each proposition.

A half-hour to one-hour interview was held with twenty administrators and twenty teacher representatives (see Appendix D). The intent was to determine the degree of agreement with each proposition and with the eight general hypotheses. The responses of administrators and teachers and the reasons for their particular choice were presented along with a critique and analysis of the data.

The verbal responses to each of the forty-one propositions were categorized in the following manner. The forty educators interviewed were asked to express their feelings with one of the five following responses: Strongly Agree (SA); Agree (A); Undecided or No Comment (NC); Disagree (D); Strongly Disagree (SD). The responses were weighted +100%, +50%, 0%, -50%, and -100% respectively, from Strongly Agree to Strongly Disagree. Analysis of the interviews was in three parts: (1) an analysis of the responses of twenty
teacher representatives as to their perceptions of elements in a grievance procedure; (2) a similar analysis of twenty administrator responses; and (3) a combined analysis of the responses of all forty respondents.

In all three analyses, if all respondents stated Strongly Agree, the proposition would receive +100%. A unanimous Strongly Disagree response would receive -100%. A spread of responses equally throughout the five responses would receive a 0%. In summary, as a +% (plus per cent) becomes greater, it indicates greater agreement with the proposition. As the -% (minus per cent) becomes greater, it indicates greater disagreement with the proposition. Any +% indicates agreement. Any -% indicates disagreement.

Example:

<table>
<thead>
<tr>
<th>(Strongly Agree)</th>
<th>(Agree)</th>
<th>(No Comment)</th>
<th>(Disagree)</th>
<th>(Strongly Disagree)</th>
</tr>
</thead>
<tbody>
<tr>
<td>SA</td>
<td>A</td>
<td>NC</td>
<td>D</td>
<td>SD</td>
</tr>
<tr>
<td>4 (20%)</td>
<td>11 (55%)</td>
<td>2 (10%)</td>
<td>2 (10%)</td>
<td>1 (5%)</td>
</tr>
</tbody>
</table>

Total Score +37.5%

1. The number in parentheses represents the per cent of responses in that category.

2. The number represents the number of responses in that category.

3. The above graphical representation would read: four or twenty per cent responded with Strongly Agree; eleven or fifty-five per cent responded with Agree; two or ten per cent responded with Not Decided or No Comment; two or ten per cent responded with Disagree; one or five per cent responded with Strongly Disagree.

4. The total score of the proposition was calculated as follows:
HYPOTHESIS A - GRIEVANCE PROCEDURES SHOULD BE INCLUDED IN A COLLECTIVE BARGAINING AND/OR NEGOTIATED AGREEMENT.

The first hypothesis deals with the inclusion in the agreement of a grievance procedure. Propositions One through Eight pertain to this hypothesis. All propositions were derived from the authoritative literature.

**Proposition 1**

Having written grievance procedures tends to solve more problems than they create.

**Teacher Representatives' Responses**

<table>
<thead>
<tr>
<th>Response</th>
<th>Number</th>
<th>Weight</th>
<th>Weighted Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>SA</td>
<td>4</td>
<td>+100%</td>
<td>+400%</td>
</tr>
<tr>
<td>A</td>
<td>11</td>
<td>+50%</td>
<td>+550%</td>
</tr>
<tr>
<td>NC</td>
<td>2</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>D</td>
<td>2</td>
<td>-50%</td>
<td>-100%</td>
</tr>
<tr>
<td>SD</td>
<td>1</td>
<td>-100%</td>
<td>-100%</td>
</tr>
</tbody>
</table>

+750% divided by 20 responses = 37.5% total score. This score indicates a total positive agreement response. A minus % would indicate a disagreement response.

Seventeen of the twenty representatives of teacher groups agreed with this proposition. Of the eight propositions on hypothesis A, this item received the second greatest positive response from teacher representatives. They strongly felt (plus fifty-five per cent) that grievance procedures are positive and that the problems created are minor as compared to the problems solved.
Administrators' Responses

<table>
<thead>
<tr>
<th></th>
<th>SA (10%)</th>
<th>A (55%)</th>
<th>NC (5%)</th>
<th>D (25%)</th>
<th>SD (5%)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>11 (55%)</td>
<td>1 (5%)</td>
<td>2 (12%)</td>
<td>1 (5%)</td>
<td>1 (5%)</td>
</tr>
</tbody>
</table>

Total Score +10%

While administrator response was positive, it was very slight (plus ten per cent). Six disagreed. One stated that the grievance procedure itself brings about problems. Another administrator contended that the procedures seemed to create grievances. The militancy of teachers was also cited as a reason for administrator disagreement.

Combined Response

<table>
<thead>
<tr>
<th></th>
<th>SA (2.5%)</th>
<th>A (37.5%)</th>
<th>NC (2.5%)</th>
<th>D (17.5%)</th>
<th>SD (5%)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>19 (37.5%)</td>
<td>7 (17.5%)</td>
<td>1 (2.5%)</td>
<td>1 (5%)</td>
<td>2 (5%)</td>
</tr>
</tbody>
</table>

Total Score +32.5%

While the combined response is positive, the difference between the teacher representatives (plus fifty-five per cent) and the administrators (plus ten per cent) response points out a significant difference of viewpoint. Teacher representatives indicated strong support (plus fifty-five per cent), while administrators were nearly neutral (plus ten per cent). This attitude perhaps explains why only sixty-four per cent of the ninety-seven negotiated agreements examined in Chapter III had included a grievance procedure. If administrators tend to be neutral (plus ten per cent), a grievance procedure would not be in an agreement unless the teachers strongly negotiated for such inclusion.

The combined evidence should indicate the goal of a grievance procedure. A +32.5% combined score indicates that educators feel that grievance procedures solve problems.
However the difference between the teacher score of +55% and the administrator score of +10% does indicate a significant difference in viewpoint.

Proposition 2

Written grievance procedures tend to reduce the definition and scope of "grievance."

Teacher Representatives' Responses

<table>
<thead>
<tr>
<th></th>
<th>A</th>
<th>NC</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td>SA</td>
<td>7 (35%)</td>
<td>6 (30%)</td>
<td>0</td>
<td>7 (35%)</td>
</tr>
</tbody>
</table>

Total Score +32.5%

While thirteen teacher representatives indicated agreement, seven disagreed. Some of those who disagreed felt that grievance procedures "expand" the definition or that it "opened the door" and this increased the scope.

Administrators' Responses

<table>
<thead>
<tr>
<th></th>
<th>A</th>
<th>NC</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td>SA</td>
<td>4 (20%)</td>
<td>10 (50%)</td>
<td>2 (10%)</td>
<td>3 (15%)</td>
</tr>
</tbody>
</table>

Total Score +32.5%

Administrators gave responses over the entire range, with an average on the positive side, matching the +32.5% of the teacher representative responses. Four administrators explained that their response was qualified or conditioned upon a certain type of a definition. Three disagreed, and only one strongly disagreed.
Combined Response

<table>
<thead>
<tr>
<th>Grade</th>
<th>Count</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>SA</td>
<td>11</td>
<td>(27.5%)</td>
</tr>
<tr>
<td>A</td>
<td>16</td>
<td>(40%)</td>
</tr>
<tr>
<td>NC</td>
<td>2</td>
<td>(5%)</td>
</tr>
<tr>
<td>D</td>
<td>10</td>
<td>(25%)</td>
</tr>
<tr>
<td>SD</td>
<td>1</td>
<td>(2.5%)</td>
</tr>
</tbody>
</table>

Total score +32.5%

Both administrators and teacher representatives agreed equally on this proposition. The limiting and/or narrowing of the scope of "grievance" by a written procedural definition is generally equally accepted by both groups of educators. However, it should be noted that while most teachers accepted this proposition, nearly half did so reluctantly. Their general feeling was that they did not like the definition and scope to be reduced, but that a grievance procedure did reduce it. As one teacher said, "Do I like it? No. Is it a fact? Yes."

**Proposition 3**

Grievance procedures offer principals and/or administrators assurance that if their performance is reasonable and fair, their actions will be vindicated.

Teacher Representatives' Response

<table>
<thead>
<tr>
<th>Grade</th>
<th>Count</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>SA</td>
<td>1</td>
<td>(5%)</td>
</tr>
<tr>
<td>A</td>
<td>15</td>
<td>(75%)</td>
</tr>
<tr>
<td>NC</td>
<td>1</td>
<td>(5%)</td>
</tr>
<tr>
<td>D</td>
<td>3</td>
<td>(15%)</td>
</tr>
<tr>
<td>SD</td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

Total score +35%

This proposition received general teacher agreement with only four of twenty representatives not indicating agreement. Those disagreeing expressed a variety of reasons. One said that principals would feel overly threatened by grievance procedures and would not consider the procedures as offering any assurance or safeguard. Another expressed the opinion that most principals would get support regardless of whether their actions warranted it.
teacher representative viewed that while principals "should feel assurance," they, in fact, did not.

Administrators' Responses

<table>
<thead>
<tr>
<th>SA</th>
<th>A</th>
<th>NC</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 (5%)</td>
<td>11 (55%)</td>
<td>2 (10%)</td>
<td>4 (20%)</td>
<td>2 (10%)</td>
</tr>
</tbody>
</table>

Total Score +12.5%

This proposition, as in the previous proposition, received the total range of administrator response. The very neutral score, just slightly positive, is made even more neutral by the comments of eight of the administrators. While one said that his response was strongly agree, he felt that most of his colleagues would disagree. Another who agreed felt that his response was "not general." A third who agreed said that his reason for the response was that administrators had to stick together to "hold the teachers off." The two administrators who had a no comment response both used as their reason the fact that a response would be totally dependent on the upper echelon support given lower level administrators. With such support in evidence they would agree, but with evidence of poor support their response would be to disagree.

The two administrators who responded with strongly disagree used separate reasons in explanation. One said that since teachers would not use the grievance procedure approach, the question was just rhetorical. The other expressed the opinion that most administrators feel very threatened by grievance procedures.

While administrators did have a positive +12.5% score, the underlying feeling expressed was one of cautious agreement. They definitely indicated
they feel less assured than the teachers.

Administrators tended to answer this question in terms of their own experiences with grievances. Those who had been involved in long, difficult confrontations on specific grievances, tended to disagree. In districts where the grievance procedure has worked smoothly, the administrators were optimistic.

Combined Response

<table>
<thead>
<tr>
<th>SA</th>
<th>A</th>
<th>NC</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>26</td>
<td>3</td>
<td>7</td>
<td>2</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(5%)</th>
<th>(65%)</th>
<th>(7.5%)</th>
<th>(17.5%)</th>
<th>(5%)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>total score +23.75%</td>
</tr>
</tbody>
</table>

The combined response is positive, but again there is a difference between teachers (+35%) and administrators (12.5%). The indication is that administrators feel a potential threat in the grievance procedures.

Of the eight propositions in hypothesis A, this received the lowest teacher, administrator, and combined score. The evidence is that grievance procedures pose a real and/or imagined threat to many administrators. Some administrators still view any grievance or complaint as creating a problem rather than accepting such a grievance as an opportunity to solve a problem.

Proposition 4

Grievance procedures assure teachers that their grievances may be resolved in an orderly fashion and without reprisal.
Teacher Representatives' Responses

<table>
<thead>
<tr>
<th></th>
<th>SA</th>
<th>A</th>
<th>NC</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>7 (35%)</td>
<td>8 (40%)</td>
<td>1 (5%)</td>
<td>4 (20%)</td>
<td>0</td>
</tr>
</tbody>
</table>

Total score = 45%

Teacher representatives were in general agreement with this proposition. Of the four that disagreed, each gave a specific reason. One felt that the reprisal factor was always present and in operation. Another said that only "some" grievances would be solved. A third based his opinion on the fact that grievances would never be solved unless there was binding arbitration. The fourth disagreed with the word "may." He would have expressed agreement if the proposition had stated "will."

Three teacher representatives who agreed noted their concern over the words "may" and "will." Interestingly, all used entirely different and non-related reasons for their "may-will" feelings. Two other teacher representatives qualified their agreement response. One stated that it all depended on the attitude of the board of education. The other felt that the details of procedural structure determined whether problems would be solved.

Administrators' Responses

<table>
<thead>
<tr>
<th></th>
<th>SA</th>
<th>A</th>
<th>NC</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>8 (40%)</td>
<td>9 (45%)</td>
<td>1 (5%)</td>
<td>2 (10%)</td>
<td>0</td>
</tr>
</tbody>
</table>

Of the eight propositions in Hypothesis A, only on this proposition did administrators give a more positive response than the teacher representatives. The three elementary school administrators who did not agree, each gave a short succinct reason for his disagreement. One noted that grievance procedures did not solve any problems, so he could not respond to the proposition. Another said that an unhappy teacher would stay unhappy, despite the
procedures. The third felt that the process of filing a grievance creates fear and precipitates greater problems.

However, these three negative responses were more than matched by eight administrators who strongly agreed. The +57.5% is nearly double the average administrator response (plus twenty-nine per cent) of the eight Hypothesis A propositions.

Combined Response

<table>
<thead>
<tr>
<th></th>
<th>SA</th>
<th>A</th>
<th>NC</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>15 (37.5%)</td>
<td>17 (42.5%)</td>
<td>2 (5%)</td>
<td>5 (15%)</td>
<td>0</td>
</tr>
</tbody>
</table>

Total Score +51.25%

It appears that this proposition was received favorably by both groups. This was the only proposition in Hypothesis A that received more than a plus fifty per cent score by the administrators. The feeling that teacher representatives expressed is slightly less positive. The responses in both proposition three and four indicate that the group being "assured" feels less positive about that statement than the other non-affected group. It is imperative that both groups recognize the real feelings of the other group on this basic question of reprisal.

Proposition 5

A grievance procedure helps to weed out and control "gripes" which cannot be substantiated.

Teacher Representatives' Responses

<table>
<thead>
<tr>
<th></th>
<th>SA (30%)</th>
<th>A  (45%)</th>
<th>NC</th>
<th>D (20%)</th>
<th>SD (5%)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>6</td>
<td>9</td>
<td>0</td>
<td>4</td>
<td>1</td>
</tr>
</tbody>
</table>

Total Score +37.5%

Teacher representatives showed positive reaction to this proposition,
with only five negative responses. One teacher expressed strong disagreement with both screening and substantiating grievances.

Administrators' Responses

<table>
<thead>
<tr>
<th></th>
<th>A</th>
<th>NC</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td>SA</td>
<td>2 (10%)</td>
<td>12 (60%)</td>
<td>3 (15%)</td>
<td>1 (5%)</td>
</tr>
</tbody>
</table>

Total Score +27.5%

Again for the third time in five propositions, the administrators' responses were across all five categories. The +27.5% response was just slightly less positive (ten per cent) than the teacher representatives' +37.5% response. The reasons for the two strongly disagree responses were given as "it depends on the organization" and "gripes are increased."

Combined Response

<table>
<thead>
<tr>
<th></th>
<th>A</th>
<th>NC</th>
<th>D</th>
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</tr>
</thead>
<tbody>
<tr>
<td>SA</td>
<td>8 (20%)</td>
<td>21 (52.5%)</td>
<td>3 (7.5%)</td>
<td>5 (12.5%)</td>
</tr>
</tbody>
</table>

Total Score +32.5%

Both groups showed agreement with this proposition, with teacher representatives (+37.5%) a bit more optimistic than administrators (27.5%). Indicating the same point is the fact that teacher representatives had six strongly agreed responses, while administrators had only two.

The administrators in this study do not see the grievance procedure as opening Pandora's Box. Instead, they generally feel that grievance procedures tend to control gripes rather than encourage them. This finding should reassure educators who may now feel that having a grievance procedure is a welcome mat to a flood of minor gripes. The +32.5% score of forty experienced educators gives strong evidence that just the opposite is true. Only thirteen of the forty educators disagreed with this proposition. More than twice as
many strongly agreed (eight) to those that strongly disagreed (three).

Proposition 6

Grievance procedures encourage the complainant to resolve the problem with his immediate superior.

Teacher Representatives' Responses

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<tr>
<th>SA</th>
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<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 (15%)</td>
<td>14 (70%)</td>
<td>0</td>
<td>2 (10%)</td>
<td>1 (5%)</td>
</tr>
</tbody>
</table>

Total Score +40%

Seventeen of the teachers indicated their agreement with this proposition. The one strongly disagree response was qualified by the statement that, in fact, teachers will not attempt to resolve the problem with their immediate superior.

Administrators' Responses

<table>
<thead>
<tr>
<th>SA</th>
<th>A</th>
<th>NC</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 (25%)</td>
<td>10 (50%)</td>
<td>0</td>
<td>5 (25%)</td>
<td>0</td>
</tr>
</tbody>
</table>

Total Score +37.5%

While the administrators' score +37.5% closely approximates the teacher representatives' +40%, the fact that five administrators disagreed was more fully analyzed. The reasons for their disagreement were varied. One felt that grievance procedures "escalate" rather than encourage lower level resolution. Another expressed that a "written grievance form is hardly the way to resolve a problem." A third mentioned that a resolution of problem presupposes an actual problem and that presumption will hinder resolution. A fourth felt that "usually" the complainant does not go to his immediate superior. The last administrator bluntly stated that subordinates will "bitch" rather than use
the avenues for resolution of problems.

The disagree position by five administrators, however, was matched by five administrators who strongly agreed with the proposition. Ten more indicated agreement which gave the proposition a greater administrator score than five of the eight Hypothesis A propositions.

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<tbody>
<tr>
<td>8</td>
<td>24</td>
<td>0</td>
<td>7</td>
<td>1</td>
</tr>
</tbody>
</table>

Total Score +38.75%

Both teacher representatives (plus forty per cent) and administrators (+37.5%) had very similar scores. This combined score of +38.75% was exceeded by only propositions four and eight, which would indicate educators generally agree that grievance procedures do encourage the complainant to resolve the problem with his immediate superior.

The evidence should dispel the myth that the purpose of grievance procedures is to circumvent the immediate superior. This proposition offers little support for the theory that grievance procedures encourage "leap frogging" over the immediate superior. The +38.75% score of the forty educators gives supportive evidence that grievance procedures encourage the direct involvement of the immediate superior. Only one respondent strongly disagreed.

Proposition 7

Grievance procedures prevent the circumvention and the by-passing of administrative authority.
Teacher Representatives’ Responses

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<thead>
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<th>SA</th>
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<th>SD</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>5 (25%)</td>
<td>12 (60%)</td>
<td>0</td>
<td>2 (10%)</td>
<td>1 (5%)</td>
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</tbody>
</table>

Total Score +55%

Teachers gave strong support to this proposition, totalling plus fifty-five per cent. Only three teacher representatives did not agree. Their reasons for disagreement were based on two premises. One, that the appeal process does actually undercut administrative authority. The second is that the teacher organizations will use the appeal most regularly to go over the head of lower administrators.

Administrators’ Responses

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</thead>
<tbody>
<tr>
<td></td>
<td>1 (5%)</td>
<td>12 (60%)</td>
<td>1 (5%)</td>
<td>5 (25%)</td>
<td>1 (5%)</td>
</tr>
</tbody>
</table>

Total Score +17.5%

Administrators gave this proposition only a slight positive response. Six disagreed, basically using the two reasons cited above by the teachers. Another reason given was that the intent of the procedure is to circumvent lower authority. A fourth agreed with the intent, but disagreed with the actual practice. Another qualified his agreement response with the statement that he agreed only if the procedures were exactly followed.

Combined Response

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<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>6 (15%)</td>
<td>24 (60%)</td>
<td>1 (2.5%)</td>
<td>7 (17.5%)</td>
<td>2 (5%)</td>
</tr>
</tbody>
</table>

Total Score +36.25%

While the score is positive, the two scores indicate considerable difference in the attitude of the two groups. Teachers very positively agree (plus fifty-five per cent) with the proposition, while administrators barely agree
Such a variance in response tends to confirm the real and/or imagined administrative feeling that grievance procedures may circumvent and/or by-pass lower administrative authority.

Proposition three (+12.5%) and this proposition (+17.5%) give ample evidence that administrators feel an uncertainty about grievance procedures. With one-third of the administrators indicating disagreement on these two propositions, it appears that a sizable number of them believe circumvention and by-passing of administrative authority will occur despite a grievance procedure.

This feeling on the part of many administrators presents a serious deterrent to the first adoption of a grievance procedure and would also hinder the successful use of the grievance procedure in a district where it has been adopted. For grievance procedures to be effective administrators must recognize that proper appeal procedures are not acts of circumvention and/or by-passing of administrative authority. Teacher organizations can greatly relieve administrative anxiety by insisting that teacher organization membership adhere exactly to the written procedural process to prevent any actual cases of improper use of appeal channels.

Proposition 8

Grievance procedures provide a good chance to reach agreement without resorting to the strike and other dissipating trials of strength.
Teacher Representatives' Responses

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<th>SA</th>
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</tr>
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<tbody>
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<td>9 (45%)</td>
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</tbody>
</table>

Total Score +70%

This proposition received the most favorable teacher representative response, with only one teacher representative in disagreement. That teacher representative felt that other factors would precipitate the trials of strength and that the grievance procedures would have little bearing on this. Two teacher representatives who agreed, did so with reservations using "mildly" and "in most cases" to explain their reply.

Administrators' Responses

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<tr>
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<td>9 (45%)</td>
<td>3 (15%)</td>
<td>2 (10%)</td>
<td>1 (5%)</td>
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</tbody>
</table>

Total Score +37.5%

Administrators generally gave approval to this proposition, with only three in disagreement. They were more than matched by the five who strongly agreed. One explained that he felt that this was the most important aspect of grievance procedures. Another felt that the isolating of the specific problem prevented group pressure.

Combined Response

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<tr>
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<td>18 (45%)</td>
<td>3 (7.5%)</td>
<td>3 (7.5%)</td>
<td>1 (2.5%)</td>
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</tbody>
</table>

Total score +53.75%

The combined response was the most favorable of all the propositions in hypothesis A. However, there is a considerable difference between the teacher representative (plus seventy per cent) and the administrator response +37.5%. 
The inference is that teachers very strongly agree with the idea that grievance procedures would tend to prevent trials of strength. Administrators, however, were less positive (+37.5% as compared to +70%) as teacher representatives on this point.

However, the +37.5% of administrators is a very positive score and should serve as a good selling point for the inclusion of a grievance procedure clause in an agreement. Educators do see a grievance procedure as a problem solving device to reach agreement. Grievance procedures are also seen as a method to avoid a strike.

Summary and Analysis — Hypothesis A

There seems to be agreement among administrators and representatives of teacher groups that the collective bargaining agreement should include a grievance procedure section. Strong positive scores were given on all eight propositions in hypothesis A. In fact, a total of eight-six strongly agree responses were given, as compared to only twelve strongly disagree responses. This hypothesis was accepted.

The only attitude that was regularly questioned in a response, was that of the difference between what the grievance procedure said — and what, in fact, was the actual practice. Twenty-six per cent (37 out of 160) of the responses on propositions one through eight contained some manner of that qualification. Overwhelmingly, educators approved of the various factors in a grievance procedures; yet, in nearly one-fourth of these responses, such comments as "it should," "that is the intent," "actually," "depends on good faith," "should be 'will' but isn't," "not in fact," "should be applicable but isn't," and "if
<table>
<thead>
<tr>
<th>Proposition</th>
<th>Score</th>
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<th>Agree</th>
<th>No Comment</th>
<th>Disagree</th>
<th>Strongly Disagree</th>
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</thead>
<tbody>
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<td>Proposition 1</td>
<td>+32.5%</td>
<td>11</td>
<td>19</td>
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<td>1</td>
</tr>
<tr>
<td>Proposition 7</td>
<td>+36.25%</td>
<td>6</td>
<td>24</td>
<td>1</td>
<td>7</td>
<td>2</td>
</tr>
<tr>
<td>Proposition 8</td>
<td>+53.75%</td>
<td>15</td>
<td>18</td>
<td>3</td>
<td>3</td>
<td>1</td>
</tr>
</tbody>
</table>
Summary Graph For Hypothesis A

Proposition 1
- Teachers: +55%
- Administrators: +10%

Proposition 2
- Teachers: +32.5%
- Administrators: +32.5%

Proposition 3
- Teachers: +35%
- Administrators: +12.5%

Proposition 4
- Teachers: +45%
- Administrators: +57.5%

Proposition 5
- Teachers: +37.5%
- Administrators: +27.5%

Proposition 6
- Teachers: +40%
- Administrators: +37.5%

Proposition 7
- Teachers: +55%
- Administrators: +17.5%

Proposition 8
- Teachers: +70%
- Administrators: +37.5%
followed" were given.

Such responses would seem to indicate that educators accept the principle of the grievance procedures but are not yet sold on the actual practice. Such a reaction is not unusual since most educators do not have extensive working experience with a grievance procedure.

The strength of the overall positive reaction to all eight propositions indicates that, in general, the forty educators included in this study show that they feel a grievance procedure should be included in an agreement. Results indicate that school districts who do not have a grievance procedure should adopt one.

An analysis of this hypothesis indicates several factors. First, that grievance procedures are here to stay. The teachers want them; the administrators no longer oppose them. It would appear that within the next few years, grievance procedures will be a part of nearly all negotiated agreements. What occurred in the private sector during the late 1930's probably will be duplicated in the public sector in the early 1970's.

There are many reasons for including a grievance procedure in an agreement. Teachers see it as protection against administrative retaliation or recrimination. The organization gains strength through the organization's supportive role in the procedure. Administrators view grievance as getting problems on the table at the lowest level. The grievance procedure, in effect, is the "policeman" of the agreement. It is "the" procedure used to settle disputes over the contract.

Many of the above reasons apply to a district even if it does not yet have a negotiated agreement. Administrators in such districts would be well
advised to adopt a grievance procedure policy. Such action would serve to formalize problem solving. The administration would also be seen as "giving" the teachers an avenue for dissent and redress of grievances. Care should be exercised in the definition of grievance, since no contract or agreement exists to violate.

The ingredients of a militant, controversial initial organizational battle are usually based on a build up of grievances. Having a working grievance procedure before a sole organizational representative is determined, would help to reduce the friction of this sensitive period. While a form of "one up man-ship," it still is the best interests of all concerned to have a grievance procedure with or without a negotiated contract.

The reaction of administrators toward the grievance procedure is understandable since, in most instances, the administrator is a relative novice in the grievance procedure realm: However, administrators experienced in this area have a sophistication that accepts the principle of grievances as a natural matter, of course. Until educators get over the crises orientation to grievances, the initial years will be filled with apprehension and doubt. Educators will have to grow with times, just as they have had to do in the area of negotiations.
HYPOTHESIS B -- GRIEVANCE PROCEDURES SHOULD LIMIT THE DEFINITION OF "GRIEVANCE" TO "VIOLATION OF THE AGREEMENT."

This hypothesis deals with the very crucial aspect of the definition of the "grievance." What is grievable and what is not, is one of the most vital factors in a grievance procedure. Seven propositions, nine through fifteen deal with aspects of this hypothesis.

**Proposition 9**

The definition of grievance should be "an intensified complaint that cannot be resolved informally by the parties involved."

Teacher Representatives' Responses

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<th>SA</th>
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<tbody>
<tr>
<td>N</td>
<td>2 (10%)</td>
<td>10 (50%)</td>
<td>3 (15%)</td>
<td>5 (25%)</td>
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</tr>
</tbody>
</table>

Total score +22.5%

Twelve representatives of teacher groups agreed with this proposition while five disagreed. This had the second highest teacher representatives' score of the seven Hypothesis B propositions. Teacher representatives appear to prefer a definition that is broad.

Administrators' Responses

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</thead>
<tbody>
<tr>
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<td>2 (10%)</td>
<td>3 (15%)</td>
<td>5 (25%)</td>
<td>9 (45%)</td>
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</tbody>
</table>

Total score -47.5%

Administrators' response was opposite to that of the teachers. Fourteen administrators disagreed, and nine of those indicated strongly disagree. Only one other proposition in Hypothesis B was rejected more strongly than this one. This evidence strongly indicates that administrators dislike a broad definition
of grievance.

**Combined Response**

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</thead>
<tbody>
<tr>
<td></td>
<td>3 (7.5%)</td>
<td>12 (30%)</td>
<td>6 (15%)</td>
<td>10 (25%)</td>
<td>9 (22.5%)</td>
</tr>
<tr>
<td>Total Score</td>
<td>-17.5%</td>
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</tbody>
</table>

While teacher representatives agree, administrators strongly disagree, thus making the combined response negative. This seventy point spread (teacher representatives +22.5%, administrators -47.5%), highlights the vast difference of opinion between both groups on the agreement definition of grievance. Teachers desire a broad definition, like "intensified complaint." Administrators, on the other hand, are strongly opposed to such a broad definition.

This spread of opinion diminishes somewhat in districts that have all inclusive contracts. In such districts, teachers tend to feel more protected by the contract and less inclined to insist on a broad definition. Also, administrators in such districts tended to more readily accept the confrontation aspect of grievance procedures and accordingly felt less threatened by a broader definition.

**Proposition 10**

The definition of grievance should be "limited to violations of the agreement or of established board policies which are terms of conditions of employment."

**Teacher Representatives' Responses**

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<tr>
<td></td>
<td>5 (25%)</td>
<td>5 (25%)</td>
<td>2 (10%)</td>
<td>5 (25%)</td>
<td>3 (15%)</td>
</tr>
<tr>
<td>Total Score</td>
<td>+10%</td>
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</table>
Teacher representatives responded with all five choices nearly equally. The score of plus ten per cent is, in fact, nearly a totally neutral response. This wide spread of responses seems to be due to the ten "agree" teacher representatives who feel "terms and/or conditions of employment" is acceptable. In the opinion of the eight teacher representatives who indicated "disagree," even this definition is not broad enough.

Administrators' Responses

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<tr>
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<th>SA (10%)</th>
<th>A (50%)</th>
<th>NC (15%)</th>
<th>D (25%)</th>
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<td>10</td>
<td>3</td>
<td>5</td>
<td>0</td>
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</table>

Total Score: +25%

Administrators generally feel that such a definition is narrow enough to be acceptable. The plus twenty-five per cent response is slightly positive but certainly could not be considered as a general statement since eight administrators had no comment or disagreed.

Combined Response

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<tr>
<th></th>
<th>SA (17.5%)</th>
<th>A (37.5%)</th>
<th>NC (12.5%)</th>
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<td>7</td>
<td>15</td>
<td>5</td>
<td>10</td>
<td>3</td>
</tr>
</tbody>
</table>

Total Score: +17.5%

With both teacher representatives and administrators having slight positive scores, the combined response is also slightly positive. However, with eighteen of forty having responses of no comment, disagree, and strongly disagree, the combined response represents a wide spread of opinion, with no clear posture in evidence.

The opinion of teachers in disagreement centered around the limiting features, while administrators tended to disagree because of the broadening aspects. For very different reasons, a sizeable minority of the respondents
did not agree with this proposition.

**Proposition 11**

The definition of grievance should be "limited to violations of the agreement or of established board policies or established practices."

**Teacher Representatives' Responses**

<table>
<thead>
<tr>
<th></th>
<th>SA (40%)</th>
<th>A (25%)</th>
<th>NC (5%)</th>
<th>D (30%)</th>
<th>SD</th>
</tr>
</thead>
</table>

Total Score +35%

A positive response was given by teacher representatives with thirteen showing agreement as against six disagreeing. Even more positive is the fact that eight responded with strongly agree, as compared to none with strongly disagree and only six with disagree. Teacher representatives seemed to feel that the "established practices" was a broader definition and was not as limited as in Proposition 10. Those two factors were cited as reasons for agreement.

**Administrators' Responses**

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<tr>
<th></th>
<th>SA (15%)</th>
<th>A (35%)</th>
<th>NC (30%)</th>
<th>D (20%)</th>
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</table>

Total Score +22.5%

The administrators' response tended to fall in the middle range with seventeen of the twenty responses in the mid categories. While the score is positive 22.5%, only three responses were strongly agree.
**Combined Response**

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<tbody>
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<td>11 (27.5%)</td>
<td>12 (30%)</td>
<td>7 (17.5%)</td>
<td>10 (25%)</td>
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</tbody>
</table>

**Total Score +28.5%**

This proposition received the best combined response. Both teachers and administrators tended to agree with the proposition. None of the forty respondents strongly disagreed with the proposition. It would seem that this definition represents the common ground where teachers and administrators tended to agree. Teacher representatives felt that "established practices" gave them a broad enough definition, while administrators were not overly threatened by such a definition. Several administrators had the opinion that "established practices" was not a broad definition but rather narrowed the definition. The four administrators who strongly disagreed, however, had the opposite opinion. The four interpreted "established policies" as a very broadening aspect of the definition.

**Proposition 12**

The definition of grievance should be "a complaint."

**Teacher Representatives' Responses**

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<tr>
<th></th>
<th>SA (20%)</th>
<th>A (15%)</th>
<th>NC (30%)</th>
<th>D (30%)</th>
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<td>4</td>
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<td>6</td>
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</tr>
</tbody>
</table>

**Total Score +7.5%**

Teacher representatives' responses were nearly neutral, with seven agreeing and seven disagreeing. Such a score would indicate that teacher representatives, as a group, do not take the attitude that "the broader the definition, the better." The response, on the contrary, was about one-third
agreed, one-third no comment, and one-third disagreed. With such an equal spread, there is no general teacher representative stance apparent in this proposition.

Administrators' Responses

<table>
<thead>
<tr>
<th></th>
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<td>2 (10%)</td>
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<td>1 (5%)</td>
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</table>

Total Score +7.5%

Teacher representatives' responses were nearly neutral, with seven agreeing and seven disagreeing. Such a score would indicate that teacher representatives, as a group, do not take the attitude that "the broader the definition, the better." The response, on the contrary, was about one-third agreed, one-third no comment, and one-third disagreed. With such an equal spread, there is no general teacher representative stance apparent in this proposition.

Administrators Responses

<table>
<thead>
<tr>
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<td>2 (10%)</td>
<td>0</td>
<td>16 (70%)</td>
</tr>
</tbody>
</table>

Total Score -75%

Administrators are very opposed to this broadest definition of grievance. With sixteen of twenty responding with strongly disagree, there is little doubt that administrators are against this broadest definition aspect.

Combined Response

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<td></td>
<td>4 (10%)</td>
<td>5 (12.5%)</td>
<td>8 (20%)</td>
<td>6 (15%)</td>
<td>17 (42.5%)</td>
</tr>
</tbody>
</table>

Total Score -33.75%

The wide variance of 82.5% between teacher representatives +7.5% and
administrator -75% responses is the most important factor of the combined response. Teacher representatives were neutral about the "a complaint" definition, while administrators strongly disagree. The combined score of -33.75% is the most negative combined response of the seven propositions in Hypothesis B.

One comment made by several of the teachers and administrators was that a broad definition attitude was the result of non-comprehensive contracts or agreements. The feeling expressed was that the more comprehensive an agreement becomes, the less important emphasis on the definition of grievance.

Proposition 13

The definition of grievance should be "limited to violation of the agreement."

Teacher Representatives' Responses

<table>
<thead>
<tr>
<th></th>
<th>SA (5%)</th>
<th>A (5%)</th>
<th>NC (5%)</th>
<th>D (30%)</th>
<th>SD (55%)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>6</td>
<td>11</td>
</tr>
</tbody>
</table>

Total Score -62.5%

This very narrow definition of grievance received general teacher representative rejection. Seventeen disagreed while only two agreed. The posture of teacher representatives against a very narrow definition of grievance is confirmed by this response.

Administrators' Responses

<table>
<thead>
<tr>
<th></th>
<th>SA (55%)</th>
<th>A (10%)</th>
<th>NC (15%)</th>
<th>D (20%)</th>
<th>SD (0%)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>11</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>0</td>
</tr>
</tbody>
</table>

Total Score +35%

Administrators tended to respond just the reverse of the teacher representatives, with thirteen administrators agreeing and only four disagreeing with
the narrow definition. The four administrators who disagreed felt that the
"violation of agreement" definition was just too narrow. One further explained
that under such a definition teacher representatives had a choice to either
not be able to grieve anything, or else, to negotiate on an all inclusive
contract. Another administrator expressed his reason for disagreement by
explaining that such a narrow definition forced teachers to attempt to nego-
tiate on an all inclusive contract. Another administrator expressed his
reason for disagreement by explaining that such a narrow definition forced
teachers to attempt to negotiate every detail of working conditions. However,
the four administrators who disagreed were a minority as compared to eleven
who strongly agreed.

Combined Response

|   | SA   | A    | NC   | D    | SD
|---|------|------|------|------|------|
|   | 12 (30%) | 3 (7.5%) | 4 (10%) | 10 (25%) | 11 (27.5%)

Total score -13.75%

The slightly negative combined score is misleading, since teacher represe-
natives were strongly disagreed (-62.5%) and administrators were agreed (plus
thirty-five per cent). This proposition response reveals the starting nego-
tiating position of both parties in this matter, with administrators stating
their desire for a narrow "violation of agreement" definition (plus thirty-
five per cent) and teacher representatives' rejection (-62.5%). With such
strong teacher representative rejection, it is unusual that twenty-four of the
ninety agreements (twenty-five per cent) reviewed in Chapter III actually
contained this very narrow definition of grievance. Two administrators pointed
out that in the first few years of negotiations, the grievance procedure is
usually given minor attention. However, they said, after several years of
negotiations, grievance procedures become vital and so, too, does the
definition of what is grievable.

Proposition 14

In addition to the agreement grievance procedure the district should have
a second written procedure for resolution of minor grievances or complaints.

Teacher Representatives' Responses

<table>
<thead>
<tr>
<th>SA</th>
<th>A</th>
<th>NC</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>9</td>
<td>0</td>
<td>6</td>
<td>4</td>
</tr>
</tbody>
</table>

Total Score +2.5%

The response of teacher representatives was nearly neutral with ten
agreed and ten disagreed. The majority of the respondents explained their
response as follows:

Strongly agree - "A watch dog committee is necessary to handle complaints."

Agree - "The teachers' organization must process complaints, even if they
aren't grievable."

"The second procedure for handling complaints is phase one of the next
negotiation."

"A joint administration - teacher organization committee should handle
non-grievable items."

"A Faculty Senate should be the forum for those items outside the grievance
procedure."

"An administrative council should be empowered to handle such problems."

"Use the Faculty Senate approach."

"A teacher committee should handle their complaints."
Disagree - "Use normal administrative processes."
  "Two sets of procedures is one too many."
Strongly Disagree - "Why two sets?"

Administrators' Responses

<table>
<thead>
<tr>
<th></th>
<th>SA</th>
<th>4 (20%)</th>
<th>A</th>
<th>4 (20%)</th>
<th>NC</th>
<th>0</th>
<th>D</th>
<th>8 (40%)</th>
<th>SD</th>
<th>4 (20%)</th>
</tr>
</thead>
</table>

Total Score -10%

Administrators' responses were only slightly negative, but close to the barely positive (+2.5%) teacher representatives' score. While the administrators score was neutral like the teacher representatives, they explained their responses as follows:

Strongly agree - "Minor complaints should be solved at lowest level, orally and informally."

"A board policy should have procedures for 'escape valves' for minor problems. You don't solve problems by telling a teacher the problem isn't grievances."

Agree - "Administrative problems should provide for problem resolution."

"Joint administrative - teacher approach is a must."

"Oral and informal discussion will solve these problems."

"Separate procedures should be provided but they should not end in arbitration."

Disagree - "Too confusing."

"Informal should do it."

"Use other ways to resolve problem."
Strongly Disagree - "You'd get lost."

"Not needed with a broad definition of grievance."

"Chaos."

Combined Response

<table>
<thead>
<tr>
<th></th>
<th>SA</th>
<th>A</th>
<th>NC</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>5</td>
<td>13</td>
<td>0</td>
<td>14</td>
<td>8</td>
</tr>
<tr>
<td>%</td>
<td>12.5%</td>
<td>32.5%</td>
<td>0</td>
<td>35%</td>
<td>20%</td>
</tr>
</tbody>
</table>

Total Score -3.75%

The extremely neutral and similar response of both teacher representatives and administrators on this proposition would indicate that both groups have a similar wide spread of opinion. Yet, even with such a spread, the responses were very similar for both groups, with ten teacher representatives agreed, as compared to eight administrators. On the negative side, ten teacher representatives disagreed, with twelve administrators also disagreeing. The quoted responses above do indicate, however, that regardless of the response choice, most respondents did have a clear idea of how "non-grievable" items should be resolved. In no other of the forty-one propositions was the response so "problem solving orientated." The focus of nearly every response was on the manner of solving the complaint or minor grievance.
Proposition 15

Grievance procedures should include "restrictive" provisions (i.e. grievances about certain conditions or situations may not be instituted).

Teacher Representatives' Responses

<table>
<thead>
<tr>
<th>SA</th>
<th>A</th>
<th>NC</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0</td>
<td>0</td>
<td>7 (35%)</td>
<td>13 (65%)</td>
</tr>
</tbody>
</table>

Total Score -82.5%

Teachers overwhelmingly rejected this proposition, with thirteen strongly disagreeing. The restrictive clause was totally unacceptable. This was the most negative score received on any of the forty-one propositions. Such strong rejection certainly established the clear position of teacher representatives on this proposition. They are totally against any restrictive clauses.

Administrators' Responses

<table>
<thead>
<tr>
<th>SA</th>
<th>A</th>
<th>NC</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td>9 (45%)</td>
<td>6 (30%)</td>
<td>3 (15%)</td>
<td>2</td>
<td>0</td>
</tr>
</tbody>
</table>

Total Score +55%

The response of administrators was strongly positive, with fifteen indicating agreement. An administrator felt that transfer should not be grievable. One used tenure proceedings as an example of a restriction clause, while another administrator used non-tenure teacher termination as an example. A fourth felt that the contract should limit what is grievable.
Combined Response

<table>
<thead>
<tr>
<th></th>
<th>SA</th>
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<th>NC</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>9 (22.5%)</td>
<td>6 (15%)</td>
<td>3 (7.5%)</td>
<td>9 (27.5%)</td>
<td>13 (32.5%)</td>
</tr>
</tbody>
</table>

Total Score -13.75%

This neutral score is the result of two widely separate scores. The teacher representatives' -82.5% and the administrators' +55% indicate the total rejection each has for the other's position. Teachers are practically unanimous in wanting no restrictive clauses while administrators strongly agreed with the restrictive clause idea. The 137.5% range between the respective response scores was the greatest of any of the forty-one propositions. This would indicate that this item represents the widest variance of opinion in the study.

Administrators will receive strong opposition from teachers on such a restrictive clause. Unless there is strong reason for such a specific clause, administrators should approach the restrictive clause with extreme caution. Teachers are adamant in their strong feeling against the restriction of their right to file grievances. There seems to be no middle ground or room to compromise on this proposition.

Summary and Analysis - Hypothesis B

This Hypothesis was rejected.

The variance of opinion on the aspects of the definition of grievance is considerable. On four of the seven Hypothesis B propositions, the polarization of teacher representatives and administrators was great. Receiving a similar response from both groups were propositions ten, eleven, and fourteen. There was agreement on proposition ten - the definition of grievance should be
## Combined Summary Table For Hypothesis R

<table>
<thead>
<tr>
<th>Proposition</th>
<th>Score</th>
<th>Strongly Agree</th>
<th>Agree</th>
<th>No Comment</th>
<th>Disagree</th>
<th>Strongly Disagree</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposition 9</td>
<td>-17.5%</td>
<td>3</td>
<td>12</td>
<td>6</td>
<td>10</td>
<td>9</td>
</tr>
<tr>
<td>Proposition 10</td>
<td>+17.5%</td>
<td>7</td>
<td>15</td>
<td>5</td>
<td>10</td>
<td>3</td>
</tr>
<tr>
<td>Proposition 11</td>
<td>+28.5%</td>
<td>11</td>
<td>12</td>
<td>7</td>
<td>10</td>
<td>0</td>
</tr>
<tr>
<td>Proposition 12</td>
<td>-33.75%</td>
<td>4</td>
<td>5</td>
<td>8</td>
<td>6</td>
<td>17</td>
</tr>
<tr>
<td>Proposition 13</td>
<td>-13.75%</td>
<td>12</td>
<td>3</td>
<td>4</td>
<td>10</td>
<td>11</td>
</tr>
<tr>
<td>Proposition 14</td>
<td>-3.75%</td>
<td>5</td>
<td>13</td>
<td>0</td>
<td>14</td>
<td>8</td>
</tr>
<tr>
<td>Proposition 15</td>
<td>-13.75%</td>
<td>9</td>
<td>6</td>
<td>3</td>
<td>9</td>
<td>13</td>
</tr>
</tbody>
</table>
"limited to violation of the agreement or of established board policies which are terms or conditions of employment." Teacher representatives plus ten percent and administrators plus twenty-five per cent seem to mildly agree with proposition ten.

An even stronger positive agreement was present in proposition eleven, which included the "established practice" clause in its definition. Teacher representatives +35% and administrators +22.5% agreed, implying that this definition was most likely to be agreed upon by both sides.

Proposition fourteen deals with a second procedure for handling minor problems. This received similar scores, +2.5% for teacher representatives and -10% for administrators. However, in either case, the spread of opinion was considerable with no clear position taken by either group.

The great variance in the other four propositions highlights the potential problems in the task of arriving at an acceptable definition of grievance. With such strong polarization on many items, compromise and/or middle ground on "definition" would appear to be a difficulty. Of the 280 responses in Hypothesis B, 112 or forty per cent were either strongly agree or strongly disagree. On only proposition eleven ("established practice") there was not a strong polarization. On three propositions (twelve, thirteen, and fifteen), the majority of responses were "strongly" choices. Polarization of such magnitude clearly indicates serious difference of opinion on the "definition" section of the grievance procedure.
A further analysis revealed that the scope of the agreement had a considerable bearing on the definition aspect. In districts where the agreement was very comprehensive and complete, both teachers and administrators did not object to a very narrow definition, since the agreement covered nearly everything. However, just the opposite was also true. Where an agreement was not complete, teachers especially insisted on a broad definition.

As mentioned in the analysis of Hypothesis A, the definition in a district that has no agreement has to be very carefully worded. A "complaint" is too broad, and a "violation of board policies" is too narrow. An "established practices" clause might be adequate, especially if the district did not have extensive board policies. If a district had comprehensive board policies, a "violation of board policies" might be an acceptable definition.

While the definition may seem a minor matter, this is not the case. The definition is viewed by both teachers and administrators as one of the two key issues in negotiating a grievance procedure. (The final step determination being the other key issue.) Thus, it is at the definition stage that many negotiations encounter impasse problems. While both educator groups can justify their own initial negotiating stand on the definition, they should be aware that there is common ground between the two extreme positions.

The definition, more than any other aspect of the procedure, determines the actual future practice of the grievance process. Teachers should be cautioned that the "brodest" definition may not serve their own best interests, but instead open the flood gates of nuisance and petty gripes. Adminis-
trators, on the other hand, must understand that the "narrowest" definition may look good on paper, but if it is so "narrow" that no grievances are filed, then problems are not being resolved. A narrow definition may "keep the lid on" for a while, but eventually the staff will explode with unresolved grievances.
Summary Graph For Hypothesis B

Proposition 9
Teachers +22.5%
Administrators -47.5%

Proposition 10
Teachers +10%
Administrators +25%

Proposition 11
Teachers +35%
Administrators +22.5%

Proposition 12
Teachers +7.5%
Administrators -75%

Proposition 13
Teachers -62.5%
Administrators +35%

Proposition 14
Teachers +2.5%
Administrators -10%

Proposition 15
Teachers -82.5%
Administrators +55%
HYPOTHESIS C - GRIEVANCE PROCEDURES SHOULD INCLUDE THE PROVISION THAT THE FIRST STEP BE AN INFORMAL, ORAL DISCUSSION BY THE INDIVIDUAL WITH THE IMMEDIATE SUPERIOR, WITH OR WITHOUT ORGANIZATION INVOLVEMENT OR PRESENCE.

Hypothesis C concerns itself with the form of the first step and the organizational role. Propositions sixteen through twenty deal with these dual aspects of the grievance procedures.

Proposition 16

The first step of a grievance should be initiated by a written grievance without prior oral discussion.

Teacher Representatives' Responses

<table>
<thead>
<tr>
<th></th>
<th>A</th>
<th>NC</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td>SA</td>
<td>1 (5%)</td>
<td>3 (15%)</td>
<td>1 (5%)</td>
<td>10 (50%)</td>
</tr>
</tbody>
</table>

Total Score -42.5%

Fifteen of the twenty teacher representatives disagreed with this proposition. Of the five propositions on Hypothesis C, this item received the greatest teacher disagreement. Only four indicated agreement. One explained that an oral step slows the solution of problems, while a written procedure expedites it. Another felt that an oral step is not official or "for the record."

Three teacher representatives, however, disagreed specifically with the above response by adding to their responses the comment that the first step should be oral.

Administrators' Responses

<table>
<thead>
<tr>
<th></th>
<th>A</th>
<th>NC</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td>SA</td>
<td>0</td>
<td>2 (10%)</td>
<td>0</td>
<td>8 (40%)</td>
</tr>
</tbody>
</table>

Total Score -65%
Administrators responded even more negatively than teachers, with ten of the twenty responding with strongly disagree. Four specifically said that the first step should be oral. Even one administrator who agreed felt that this step should be preceded by an unofficial oral step.

**Combined Response**

<table>
<thead>
<tr>
<th></th>
<th>SA</th>
<th>A</th>
<th>NC</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1 (2.5%)</td>
<td>5 (12.5%)</td>
<td>1 (2.5%)</td>
<td>18 (45%)</td>
<td>15 (37.5%)</td>
</tr>
</tbody>
</table>

**Total Score** -53.75%

Both groups disagreed with this proposition, with fifteen strongly disagreeing, as compared to only one strongly agreeing. The vast majority of both groups clearly approve a first step that is oral and informal.

Most respondents cited one of two important reasons for their stance against a written first step. First, that a first step that is written and formal would more often tend to immediately polarize the attitude of the teacher and the administrator. The second reason often mentioned was that the goal of the grievance procedure "to solve problems at the lowest possible level" is not served by a written, formal first step.
Proposition 17

The teacher organization representative should be present at the first oral discussion meeting.

Teacher Representatives' Responses

<table>
<thead>
<tr>
<th></th>
<th>SA</th>
<th>A</th>
<th>NC</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>8 (40%)</td>
<td>6 (30%)</td>
<td>3 (15%)</td>
<td>3 (15%)</td>
<td>0</td>
</tr>
</tbody>
</table>

Total Score +47.5%

Strong agreement to this proposition was given by teacher representatives. Four qualified their choice with the provision that organization representatives "could" be present rather than "should" be present.

Administrators' Responses

<table>
<thead>
<tr>
<th></th>
<th>SA</th>
<th>A</th>
<th>NC</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2 (10%)</td>
<td>3 (15%)</td>
<td>4 (20%)</td>
<td>9 (45%)</td>
<td>2 (10%)</td>
</tr>
</tbody>
</table>

Total Score -15%

Administrators did not agree with the idea of teacher organization representation at the first oral meeting. Responses were in all five choices, with a slight negative score resulting. Five qualified their response, substituting a "may" or "could" for the "should."

The majority of administrators felt that the presence of third parties at the first, oral discussion would not aid in the resolution of the problem. Rather, they felt the presence of teacher organization representatives at this first, oral stage, would tend to lessen the chances of early resolution of the problem.

Administrators expressed the wish that the procedure give the administrator a first try at the problem, before the formalization of the grievance and involvement of the teacher organization. While administrators were against
this proposition, the majority were not against the involvement of the organization at the written, formal grievance stage, indicating that administrators do recognize the involvement role of the teacher organization.

Combined Response

<table>
<thead>
<tr>
<th>SA</th>
<th>A</th>
<th>NC</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>9</td>
<td>7</td>
<td>12</td>
<td>2</td>
</tr>
</tbody>
</table>

Total Score +11.25%

The slightly positive combined response is misleading, since it represents a very positive 47.5% teacher representative score and a slight negative -15% administrator score. Part of this neutral combined score could be explained by the nine respondents who qualified their answer by "may" or "could." It is important to note that fourteen of forty disagreed. This would seem to show that a sizeable percentage (thirty-five per cent) feel that the presence of the teacher representative at the first oral meeting is not conducive to problem solving.

Proposition 18

The teacher organization should initiate all oral grievances without the necessity of the teacher doing so.

Teacher Representatives' Responses

<table>
<thead>
<tr>
<th>SA</th>
<th>A</th>
<th>NC</th>
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<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>10</td>
<td>4</td>
</tr>
</tbody>
</table>

Total Score -35%

Teacher representatives disagreed with this proposition. Fourteen felt that the teacher individually must take the first step. As one expressed it, "It is the teacher's problem first, before it can become the organization's problem." Two teacher representatives who agreed, explained that only a third
person could solve most problems and thus they agreed with the proposition. A no comment response was qualified by the statement that a teacher should have the prerogative of letting the organization initiate the grievance. The few agree responses, however, are slight compared to the fourteen disagree responses. Clearly, teacher representatives do not see the organization as initiating all oral grievances.

Administrators' Responses

<table>
<thead>
<tr>
<th>SA</th>
<th>A</th>
<th>NC</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>1 (5%)</td>
<td>0</td>
<td>7 (35%)</td>
<td>12 (60%)</td>
</tr>
</tbody>
</table>

Total Score -75%

This proposition was almost unanimously disapproved by administrators. Only one agreed, and his reason was that actually the teacher organization does initiate most grievances, so why not admit it. No other proposition in the entire study received greater administrator disagreement than this proposition. There is no question that administrators do not want the organization to initiate grievances at the lowest level.

Combined Response

<table>
<thead>
<tr>
<th>SA</th>
<th>A</th>
<th>NC</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 (2.5%)</td>
<td>3 (7.5%)</td>
<td>3 (7.5%)</td>
<td>17 (42.5%)</td>
<td>16 (40%)</td>
</tr>
</tbody>
</table>

Total Score -55%

This combined response is the most negative score in the entire study. The idea of "let the teacher organization do it, at the lowest level" is not accepted by teacher representatives and is almost unanimously rejected by administrators. Both groups take a strong position that the individual teacher, at the lowest level, deal orgally and directly with the administrator involved. Having the teacher organization initiate all oral grievances without the
necessity of the teacher doing so, is therefore largely rejected by both groups.

**Proposition 19**

The first discussion should be initiated within ten days of the occurrence.

**Teacher Representatives' Responses**

<table>
<thead>
<tr>
<th>SA</th>
<th>A</th>
<th>NC</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td>15 (75%)</td>
<td>3 (15%)</td>
<td>1 (5%)</td>
<td>1 (5%)</td>
<td>0</td>
</tr>
</tbody>
</table>

total score +82.5%

This received almost complete agreement by teacher representatives with only one disagreement and one no comment.

**Administrators' Responses**

<table>
<thead>
<tr>
<th>SA</th>
<th>A</th>
<th>NC</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td>16 (80%)</td>
<td>4 (20%)</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

total score +90%

Administrators also strongly agree with this time limit for the initiation of a grievance. All twenty administrators agreed with this proposition.

**Combined Response**

<table>
<thead>
<tr>
<th>SA</th>
<th>A</th>
<th>NC</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td>31 (77.5%)</td>
<td>7 (17.5%)</td>
<td>1 (2.5%)</td>
<td>1 (2.5%)</td>
<td>0</td>
</tr>
</tbody>
</table>

total score +86.5%

The positive response of this and the next proposition is the highest of any proposition in the study. There is almost unanimous approval of this ten day time limit.
Proposition 20

If the aggrieved wishes to continue the grievance after the first step, written notice should be given within five days of the initial discussion.

Teacher Representatives' Responses

<table>
<thead>
<tr>
<th>SA</th>
<th>A</th>
<th>NC</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td>15 (75%)</td>
<td>3 (15%)</td>
<td>1 (5%)</td>
<td>1 (5%)</td>
<td>0</td>
</tr>
</tbody>
</table>

Total Score +82.5%

Strong teacher representative approval was given to this proposition, equaling the previous proposition approval.

Administrators' Responses

<table>
<thead>
<tr>
<th>SA</th>
<th>A</th>
<th>NC</th>
<th>D</th>
<th>SD</th>
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<tbody>
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</tr>
</tbody>
</table>

Total Score +90%

Again, a very positive unanimous agree response was received from administrators.

Combined Response

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<tbody>
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<td>31 (77.5%)</td>
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</tbody>
</table>

Total Score +86.5%

This combined response matches the previous proposition and is also the highest favorable proposition in the study. Both teachers and administrators agree that appeal from administrative decision must be made quickly, within five days.
Summary and Analysis - Hypothesis C

There seems to be agreement that the first step should be oral and informal. The -53.75% combined score on proposition sixteen shows general dissatisfaction with a written first step. The minus fifty-five per cent combined score on proposition eighteen would tend to indicate that both groups believe that the teacher should initiate the first step and not the organization. The time limits of initiations and appeal (propositions nineteen and twenty) received almost unanimous approval.

Only on the presence of the teachers' organization representative at the oral meeting, is there a significant difference. Teachers agreed, while administrators disagreed. In summary, both teacher representatives and administrators generally agreed that the first step should be oral and informal, that the teacher should initiate the grievance, within ten days of the occurrence, with an appeal made within five days. These combined four statements would receive a total combined score of plus seventy per cent. Such a strongly positive score indicates general support of the above-mentioned summary of the four included statements. This hypothesis was accepted.

A careful analysis of the responses indicated a general agreement on two distinct factors. One, that the first step should be oral and informal and two, that the next step should be in writing. Nearly all respondents emphasized both points.

However, the respondents, nearly unanimously, indicated strongly that the next step be formal and in writing. Both the informal-oral first step and the formal-written second step approach were advocated. This gives the problem two chances at low level resolution. If it is not resolved, the written second
Summary Graph For Hypothesis C

Proposition 16
Teachers -42.5%
Administrators -65%

Proposition 17
Teachers -47.5%
Administrators -15%

Proposition 18
Teachers -35%
Administrators -75%

Proposition 19
Teachers +82.5%
Administrators +90%

Proposition 20
Teachers +82.5%
Administrators +90%
step has provided the factual documentation necessary for further appeal and review. With two conferences and a written grievance and written reply, a problem that is not resolved may seem to warrant appeal.

Some grievance procedures start with a written, formal first step, but include a statement that this should be preceded by an oral, informal meeting. In essence, this type of procedure is a two step policy as stated in the preceding paragraph.

The time limits provided in the agreement should be followed. Allowing months to go by before resolving a grievance serves no purpose, except to contradict the purpose of grievance procedures (i.e. to solve problems quickly at the lowest possible level). The abuse of the time limitation by either party should not be permitted except where clearly justified.

The presence of the teacher organization representative at the informal, oral discussion is a point of contention. Teachers want support while administrators feel that the presence of the representative tends to negate the "informal" atmosphere and creates instead a confrontation situation. In this regard, the informality and problem solving is the result not so much of the procedure, but of the manner in which all participants acted and reacted.

Also the aspects of each grievance meeting pose different circumstances that lend themselves to a different meeting format. The initiative at the meeting could be taken by the grievant, by the organizational representative or the administrator. Since it is "informal and oral," the meeting should not be hindered by over structuring.
HYPOTHESIS D -- THE GRIEVANCE PROCEDURES SHOULD INCLUDE THE ROLE OF THE ORGANIZATION AS THAT OF AN EQUAL PARTNER TO THE INDIVIDUAL.

Hypothesis D investigates the role of the organization in the grievance procedures. Whether it has a role and whether that role is of significance are the questions posed by the five propositions, Twenty-one through Twenty-five, that pertain to hypothesis D.

Proposition 21

The grievance procedure should guarantee the right of involvement by the teacher organization representative.

Teacher Representatives' Responses

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<tr>
<th>SA</th>
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</table>

total score +95%

This proposition received the most positive score in the five hypothesis D propositions. Teachers unanimously agree, with eighteen strongly agreeing to the right of involvement by the teacher organization representative.

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<tbody>
<tr>
<td>12</td>
<td>8</td>
<td>0</td>
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</table>

total score +80%

Administrators all agreed with this proposition. Two administrators indicated that while the individual teacher should have the right to ask or not ask for organizational involvement, they did agree to the idea that the organization had a legitimate role to play in the procedures.
Combined Response

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<tbody>
<tr>
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</table>

total score +87.5%

With all forty respondents agreeing to the proposition, the evidence leaves little question as to the right of involvement by the teacher organization representative in the grievance procedure. Not only is the agreement unanimous, but thirty, or seventy-five per cent, gave a strongly agree response.

This evidence shows that the organization building representative and/or the representative of the grievance committee are seen as active participants in the grievance meetings and hearings. With unanimous endorsement of this proposition, it appears that the words "guarantee" and "right of involvement" are readily accepted by the administrators in this study. This represents a change in the general attitude of administrators from a few years ago. At that time many organizational representatives could only attend as "observers."
Proposition 22

The grievance procedure should include the exclusion from grievance meetings and hearings of all other organization representatives except those from the officially recognized teacher organization.

Teacher Representatives' Responses

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<th>SA</th>
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<tbody>
<tr>
<td>13</td>
<td>4</td>
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</table>

total score +65%

Teacher representatives strongly agreed with this proposition. Only two disagreed and both of those for definite reasons. One was a president of a minority local, who had equal representation in his agreement. Another felt that the minority should have the right to represent a teacher if the teacher desired it. However, these two were the exception, as thirteen strongly agreed with the exclusion clause.

Administrators' Responses

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<tbody>
<tr>
<td>7</td>
<td>8</td>
<td>1</td>
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</table>

total score +40%

Administrators gave solid evidence of agreement with the exclusion proposition. Fifteen agreed while only four disagreed. Two of the disagreeing administrators gave as their reason their belief that the teacher should have the right to choose representation.

Combined Response

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<tbody>
<tr>
<td>20</td>
<td>12</td>
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</table>

Total Score +52.5%
Both groups agreed with the exclusion proposition, with teacher representatives showing very strong agreement, plus sixty-five per cent, and administrators only slightly less, plus forty per cent. Twenty, or one-half the respondents, indicated strongly agree. The "exclusive" bargaining agent is also the exclusive grievance procedure representative in the opinion of the vast majority of teachers and administrators.

The "exclusive" agent also represents a change in the position of educators of the mid 1960's. At that time "joint councils," "minority representation," and "right of choice" procedures were not uncommon. The findings of this proposition give solid evidence that the educators in this study no longer share that view, but accept the "exclusive" representation principle. As one administrator put it, "You deal with one organization -- period."

Proposition 23

The teacher organization may, itself, initiate a "group" grievance.

Teacher Representatives' Responses

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</table>

total score = 77.5%

The teacher representatives response was overwhelmingly positive. Nineteen of the twenty indicated agreement. It is very evident that teacher representatives see their organization with the right to initiate organizational or group grievances.
The teacher representatives response was overwhelmingly positive. Nineteen of the twenty indicated agreement. It is very evident that teacher representatives see their organization with the right to initiate organizational or group grievances.

Administrators' Responses

<table>
<thead>
<tr>
<th>SA</th>
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<th>SD</th>
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<tbody>
<tr>
<td>12 (50%)</td>
<td>7 (35%)</td>
<td>1 (5%)</td>
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</tbody>
</table>

total score +77.5%

Administrators, while in agreement (+22.5%) did not do so, as overwhelmingly, as did the teacher representatives. Only one administrator strongly agreed, while four disagreed. Those disagreeing gave the same reason, explaining that no grievance could be filed or processed unless an individual teacher did so. They felt that although the organization might support the grievance, it still was basically an individual grievance. Seventy-five percent of the administrators (fifteen) agreed with the proposition.

Combined Response

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<td>13 (32.5%)</td>
<td>22 (55%)</td>
<td>1 (2.5%)</td>
<td>4 (10%)</td>
<td>0</td>
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</table>

Total Score +45%

Strong support for this proposition by teacher representatives (+77.5%)
and a positive response by administrators (22.5%), combine to give a 45% for this proposition. While most agreements are silent on the matter of "group" grievances, it seems to be accepted by both groups of educators. Such strong acceptance of "group" grievances would seem to foretell more inclusion of this principle into future grievance procedures.

Several respondents, both teachers and administrators did say that the topic of "group" grievance should be clearly stated in the grievance procedure. The general feeling was that while it is acceptable in certain cases, those situations should be covered in the written procedure itself. "Otherwise," as one teacher said, "You'll spend half your time arguing with the administrator over whether an item, is a "group" grievance and acceptable to the administration as a grievance."

Proposition 24

The teacher organization representative should be present at all levels of grievance meetings.

Teacher Representatives' Responses

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<th>SA</th>
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<tbody>
<tr>
<td>12</td>
<td>7</td>
<td>1</td>
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</table>

Total Score +77.5%

Nineteen teachers agreed and none disagreed. Teacher representatives feel strongly that their representative of the local organization should be present at all levels of grievance meetings.

Administrators' Responses

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<th>SA</th>
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</thead>
<tbody>
<tr>
<td>4</td>
<td>12</td>
<td>0</td>
<td>4</td>
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</table>

Total Score +40%
Administrators generally accepted the element of teacher representative presence at all levels of grievance meetings. Three of the four who disagreed said that they would agree if the first step of the grievance procedure was excluded from this provision. Four who agreed did so reluctantly, stating that while they agreed, in principle, they actually would prefer to limit organization presence, since it created "a nuisance," "harassment of administration," "false hope on the part of the teacher," and "a confrontation immediately." Even with these negative comments, the plus forty per cent administrator response indicates general agreement.

Combined Response

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</thead>
<tbody>
<tr>
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<td>16 (40%)</td>
<td>4 (10%)</td>
<td>4 (10%)</td>
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</tbody>
</table>

Total Score +58.75%

This proposition received the second highest positive score of the five Hypothesis D propositions. Only the very similar proposition twenty-one had a greater combined response score. With such strong positive agreement, it leaves little doubt that both groups of educators accept organizational involvement (+87.5%) and organizational presence at meetings (+58.75%).

Again, as in proposition 21, educators in this study welcome the involvement and participation of organizational officials such as grievance committee members, building representatives, and organizational officers at all levels of grievance meetings. Several teacher respondents mentioned that this clause is the single greatest deterrent to prevent administrative intimidation and reprisal against a grievant. "With organizational representatives present at all meetings, an administrator just has to play it straight," said one
teacher.

**Proposition 25**

The written grievance, at the lowest level, should be submitted through the teacher organization.

**Teacher Representatives’ Responses**

<table>
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<tr>
<th>SA</th>
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<th>SD</th>
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<tbody>
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<td>7 (35%)</td>
<td>8 (40%)</td>
<td>1 (5%)</td>
<td>3 (15%)</td>
<td>1 (5%)</td>
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</tbody>
</table>

Total Score +42.5%

Teacher representatives generally agreed with this proposition. However, four disagreed, all citing different reasons. The +42.5% score would indicate that teacher representatives would prefer to have the written grievance processed by the organization first, before being submitted to the first administrator.

**Administrators’ Responses**

<table>
<thead>
<tr>
<th>SA</th>
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<td>8 (40%)</td>
<td>0</td>
<td>8 (40%)</td>
<td>3 (15%)</td>
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</tbody>
</table>

Total Score -10%

Administrator response was split, with nine agree and eleven disagree. This neutral score and split result would seem to show that administrators are very uncertain as to this proposition. While some felt that organizational involvement before the lowest level would serve as a good screening device, others disagreed. They stated their belief that the organization would tend to heighten and escalate the grievances rather than screen them.

**Combined Response**

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<th>SD</th>
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<tbody>
<tr>
<td>8 (20%)</td>
<td>16 (40%)</td>
<td>1 (2.5%)</td>
<td>1 (27.5%)</td>
<td>4 (10%)</td>
</tr>
</tbody>
</table>

Total score +16.25%
The slightly positive combined score is a combination of a positive 42.5% teacher representatives' score and a negative -10% administrators' score. While teacher representatives agree with this proposition, administrators do not, resulting in a slight positive score which is inconclusive. This is further shown by the eight strong agree responses as compared to four strongly disagree. Administrators should accept the fact that most teachers will usually go through their organization first, before submitting a written grievance to their superior. The existence of the building grievance representative and a grievance committee offer the teacher a structure to help handle a grievance. The teacher will usually use that structure even if it is not dictated by the procedure.

This wide spread of opinion may be due to the interpretation given to "through the teacher organization." Several disagree responses were clarified by "I don't mind the participation of the building representative, but the upper echelons and/or the entire grievance committee shouldn't get involved at the first level." One teacher said it in a slightly different way, "Let us allow the teacher to try to solve it first at the building level, without a major organizational confrontation."

The analysis indicates that if the proposition had been worded to limit organizational involvement only at the building level, the positive response would have been much greater. On the other hand if the proposition had been reworded to indicate teacher organization involvement, of the higher organization levels at the first step, the response would have been neutral or even slightly negative.

In summary, the proposition as stated received slight agreement. If
### Combined Summary Table for Hypothesis D

<table>
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<th>Proposition</th>
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<th>Disagree</th>
<th>Strongly Disagree</th>
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<tr>
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<td>4</td>
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</tr>
<tr>
<td>Proposition 25</td>
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<td>16</td>
<td>1</td>
<td>11</td>
<td>4</td>
<td>+16.25%</td>
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Summary Graph For Hypothesis D

Proposition 21

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<tr>
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Proposition 22

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<tbody>
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<tr>
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Proposition 23

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<tbody>
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<tr>
<td>Administrators</td>
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Proposition 24

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Proposition 25

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<tr>
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<td>Administrators</td>
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</table>
reworded "through the building teacher organization," it would have received greater agreement. Reworded as "through district wide committee or organizational officials," it would have received a neutral or slightly negative response.

Summary and Analysis - Hypothesis D

This Hypothesis was accepted.

Four of the five propositions received strong positive combined scores which would indicate a strong general agreement with the hypothesis. The only degree of disagreement was shown on Proposition Twenty-five, where administrators disagreed that the written grievance, at the lowest level, should be submitted through the teacher organization. However, the combined Proposition Twenty-five score was a 16.25%.

The total average of the five propositions was a very strong plus fifty-two per cent. Thus, the summary would indicate a definite agreement to this hypothesis. Even more indicative of acceptance are the eighty-four strongly agree responses as compared to only six strongly disagree. Stated another way, forty-two per cent of the 200 responses on this proposition were strongly agree.

Upon comparing this analysis with the 1967 Lesher study of State of Iowa grievance procedures, a very large difference is noted. Nearly two-thirds of the Iowa Superintendents "preferred a grievance procedure operated within the framework of the district rather than in cooperation with the local teachers association." Yet in this 1971 study, administrators accepted the teacher organization as a legitimate participant.

Such a change in attitude indicates that administrators have come a long
way in the past five years. They now recognize the teacher organization as a simple fact of life. Since it is there, they must deal with it. The approach would seem to be that administrators would be well advised to build strong normal communication bridges with the teacher organization, rather than just on a crises basis. The grievance procedure involvement of the teacher organization, at the low levels especially, provide for this communication.

Administrators concerned over this communication problem with the teacher organization representatives might take this principle one step further and actively encourage the representatives to be involved, at least informationally, in all informal oral grievance conferences. This might create some problems, but it would certainly show that the administrator has nothing to hide. Such actions would also result in a well-informed teacher organization representative. As communication between administrator and representative become better, so would their mutual understanding of each other's respective roles.

Administrators who are novices to the grievance procedure would be well advised to seek out experienced, knowledgeable administrators on this question. The swing from sixty-two per cent against organizational involvement of the 196 Lesher study to the seventy-five per cent in favor of organizational involvement indicated in this 1971 study of experienced administrators, indicates a principle that is operable today. Administrators unfamiliar with grievance procedures tend to be apprehensive about the organization's role, while experienced administrators simply accept it as a fact of life.

This acceptance should not be construed as indicating that administrators welcome organizational involvement. They may strongly dislike it. However, since they have no choice, they work hard at making the organizational
involvement productive from the administrator's point of view. It is not un-
common for an administrator to indicate that the organization solves more griev-
ance problems than it creates. Solving problems should be the goal of both the
organization and the administrator. If this goal is translated into practice,
then the organizational involvement has a beneficial result on the overall
operation of the school or district.

This overwhelming solid support indicates that educators readily accept
the teacher organization as an equal partner with the teacher in the grievance
procedure. Procedures and practices no longer consider the organization as the
outsider. The equal partner role was accepted by 81.5% of the responses, with
only three per cent in strong disagreement. The attitude of educators is very
similar to that in the private sector, with teacher and organization side by
side, confronting the administration.

As previously indicated in propositions 21 and 22, the attitude of admin-
istrators has undergone a significant change in the past few years. The
administrators in this study now welcome the organization as an equal partner
to the individual. Of the one-hundred administrator responses only five were
strongly disagree and only eighteen were disagree. Stated another way, over
seventy-five per cent of the administrator responses agreed with this hypothesis.

Teachers who feel administrators resent organizational involvement and
participation, should be reassured by the response of the twenty administrators
in this study. Several respondents, both teachers and administrators, indicated
that initially in their own experience, they felt very unsure about how this
hypothesis would actually work, in practice. However, experience has proven
the equal partner clause as workable and desirable. These feelings were
expressed as follows:

Teacher representative -- "I thought the principal would bite my head off at the first grievance meeting I attended, but he didn't. Now we really get along well and solve most of the problems."

Administrator -- "I expected the building representative to be a rabid prosecuting attorney, but he wasn't. In fact, he suggested the solution."

On the other hand several administrators and teacher representatives both cautioned for "cool--calm--reasoned--careful--judicious" use of temperament and information at such meetings. The implication was that organizational involvement was only helpful if it was used properly. Used irrationally, it would cause greater problems. Also the administrator who "lost his cool" or "acted arbitrarily" stands to lose a great deal with organizational representatives present.

HYPOTHESIS E - THE GRIEVANCE PROCEDURES SHOULD INCLUDE A FORMAL REVIEW AND JUDGMENT OF THE GRIEVANCE BY THE TEACHER ORGANIZATION COMMITTEE.

Propositions twenty-six through twenty-nine attempt to study four aspects of a formal review and judgment clause. With increased talk of accountability by teacher organizations, this type of clause may be on the increase.

Proposition 26

The "formal review and judgment" of the grievance by the teacher organization committee should be part of the written grievance procedure.

Teacher Representatives' Responses

<table>
<thead>
<tr>
<th>SA</th>
<th>A</th>
<th>NC</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 (30%)</td>
<td>5 (25%)</td>
<td>3 (15%)</td>
<td>5 (25%)</td>
<td>1 (5%)</td>
</tr>
</tbody>
</table>

Total Score +25%
Responses were received in all five choices, with the total score a mild positive plus twenty-five per cent. Three disagree responses were explained by "it places union on the spot," "teachers shouldn't be forced to judge their peers," and "it should be part of the union procedure but not part of written grievance procedure." While teacher representatives tended to agree, the response was so varied that no strong conclusion could be drawn.

Administrators' Responses

<table>
<thead>
<tr>
<th>SA</th>
<th>A</th>
<th>NC</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>9</td>
<td>3</td>
<td>4</td>
<td>0</td>
</tr>
</tbody>
</table>

Total Score 22.5%

Administrators also were widely spread on their responses, with a mild +22.5% score resulting. Several who agreed, felt that it was a good idea to have a formal review and judgment by the teacher organization, but only after the first written step. One administrator who disagreed stated that he would agree if the formal review and judgment was a permissive step.

The seven administrators that did not agree were definitely fearfull that such involvement by the teacher organization would be too great. Some felt it would give the organization too much power. Others felt the organization would not have the sophistication necessary to handle such a task. The question of where in the procedure such a review would take place was raised by eight of the respondents. It appeared that the higher the level of such a review, the greater the agreement of the respondent. This was true for both administrators and teachers.
Combined Response

<table>
<thead>
<tr>
<th></th>
<th>SA</th>
<th>A</th>
<th>NC</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>14</td>
<td>6</td>
<td>9</td>
<td>1</td>
<td></td>
</tr>
</tbody>
</table>

Total Score +23.75%

Both groups agreed almost equally (teacher representatives plus twenty-five per cent, administrators +22.5%). It would thus appear, that while agreement is not strong, there is also no strong disagreement to a formal review and judgment clause. A proposal to include such a clause into a contact would not seem to generate much strong opposition. Such a clause would also seem to be a good positive position for either group to support. Teachers, in supporting the idea of such a clause, could use the argument that the organization wishes to screen and judge grievances, in order to eliminate petty or unwarranted grievances. Administrators could say that they welcome such a clause since it puts more power in the role of the organization.

Proposition 27

Teacher organizational leadership should process legitimate grievances and discourage non-legitimate ones.

Teacher Representatives' Responses

<table>
<thead>
<tr>
<th></th>
<th>SA</th>
<th>A</th>
<th>NC</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>10</td>
<td>0</td>
<td>3</td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

Total Score +57.5%

Seventeen of twenty agreed with this proposition. Of the three who disagreed, one felt that the teacher organization should not "stifle" grievances. Another stated that any teacher deserved her day in court and thus the organization shouldn’t deprive her of that right. However, very strongly, the teacher
representatives agreed that their leadership should process legitimate grievances and discourage non-legitimate ones.

Administrators' Responses

<table>
<thead>
<tr>
<th></th>
<th>SA (70%)</th>
<th>A (25%)</th>
<th>NC (5%)</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>14</td>
<td>5</td>
<td>1</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

Administrators nearly all agreed with this proposition. Fourteen strongly agreed. The 82.5% score was the highest of either group in any of the four propositions in hypothesis E. There is no doubt that administrators believe strongly that organizational leadership should discourage non-legitimate grievances.

Combined Response

<table>
<thead>
<tr>
<th></th>
<th>SA (52.5%)</th>
<th>A (37.5%)</th>
<th>NC (2.5%)</th>
<th>D (7.5%)</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>21</td>
<td>15</td>
<td>1</td>
<td>3</td>
<td>0</td>
</tr>
</tbody>
</table>

total score = 70%

This proposition received the most positive combined score in hypothesis E. None strongly disagreed, as compared to twenty-one who strongly agreed. Both groups are clearly agreed to this proposition, with administrators nearly unanimous in their agreement.

This response should reassure administrators that the goal of grievance procedures is to solve problems, not to encourage petty and minor gripes. The evidence indicates that the teacher organization would deter attempts to open the door to the non-legitimate grievances. The best interests of the teacher organization are served by supporting only legitimate grievances. The organization only weakens itself when it supports petty and minor grievances. If the grievance procedure is to function, it should provide, in practice, a structure that will limit and screen grievances.
Proposition 28

A formal review and judgment by the organization's committee makes the grievance an "organizational grievance" rather than an "individual grievance."

Teacher Representatives' Responses

<table>
<thead>
<tr>
<th></th>
<th>SA</th>
<th>A</th>
<th>NC</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>4 (20%)</td>
<td>10 (50%)</td>
<td>1 (5%)</td>
<td>4 (20%)</td>
<td>1 (5%)</td>
</tr>
</tbody>
</table>

Total Score +30%

Teacher representatives tended to agree with the proposition that a formal review and judgment makes the grievance an "organizational grievance." However, the range of response was wide, over all five choices. Two who disagreed stated that every grievance is an individual one-period. Teacher representative response was uncertain on this proposition. The idea seemed too new to get strong feelings or responses.

Administrators' Responses

<table>
<thead>
<tr>
<th></th>
<th>SA</th>
<th>A</th>
<th>NC</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2 (10%)</td>
<td>8 (40%)</td>
<td>2 (10%)</td>
<td>7 (35%)</td>
<td>1 (5%)</td>
</tr>
</tbody>
</table>

Total Score +7.5%

Administrators straddled the question, with ten in agreement and eight in disagreement. As in the teacher representatives responses, the administrators seemed uncertain and unsure of their responses on this proposition. This would explain the almost neutral total response score.

Combined Response

<table>
<thead>
<tr>
<th></th>
<th>SA</th>
<th>A</th>
<th>NC</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>6 (15%)</td>
<td>18 (45%)</td>
<td>3 (7.5%)</td>
<td>11 (27.5%)</td>
<td>2 (5%)</td>
</tr>
</tbody>
</table>

Total score +18.75%
As previously stated, the responses on this proposition were generally uncertain, and neutral orientated. Only eight were in the strong category, again indicating an unsure response. This was the only proposition of the forty-one, that seemed to present a new or uncertain proposal before many of the respondents. Part of the uncertainty may have been due to rhetoric interpretation of "organizational" and "individual."

**Proposition 29**

A formal review and judgment would serve as an effective deterrent to unwarranted or petty grievances.

<table>
<thead>
<tr>
<th>Teacher Representatives' Responses</th>
</tr>
</thead>
<tbody>
<tr>
<td>SA</td>
</tr>
<tr>
<td>----</td>
</tr>
<tr>
<td>5</td>
</tr>
<tr>
<td>1</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>total score</td>
</tr>
</tbody>
</table>

"Agree" was the answer given by teacher representatives, as the total score was exactly plus fifty per cent or equivalent to "agree." It would seem that teacher representatives tended to see formal review and judgment as an effective deterrent to unwarranted or petty grievances. The strongly disagree respondent explained that he felt such a step would stop the whole grievance procedure since teachers would be even more inclined to hesitate and not file a grievance.

<table>
<thead>
<tr>
<th>Administrators' Responses</th>
</tr>
</thead>
<tbody>
<tr>
<td>SA</td>
</tr>
<tr>
<td>3</td>
</tr>
<tr>
<td>2</td>
</tr>
<tr>
<td>total score</td>
</tr>
</tbody>
</table>

The +47.5% administrator response closely approximates the +50% teacher representative response. Administrators generally agree, with only two in
disagreement. However, four who agreed, qualified their answer with "should" or "could." Still, the evidence supports the proposition that administrators see a formal review and judgment clause in a positive light. They do not see it as an organizational threat.

**Combined Response**

<table>
<thead>
<tr>
<th>SA</th>
<th>A</th>
<th>NC</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td>8 (20%)</td>
<td>28 (70%)</td>
<td>0</td>
<td>3 (7.5%)</td>
<td>1 (2.5%)</td>
</tr>
</tbody>
</table>

total score = 48.75%

Both groups agree with this proposition. With such general support it is not clear why such a formal review and judgment clause is not more prevalent in more grievance procedures.

Since both groups agree with this concept, it would seem that such a clause at, or after, the first written step would:

1. Be accepted by both groups.
2. Deter petty grievances.
3. Involve the organization to a greater extent.
4. Offer administrators reassurance that they would not be flooded with petty grievances.
5. Give the organization effective control of the procedural process.
Summary and Analysis -- Hypothesis E

This Hypothesis was accepted.

With a positive score in all eight responses in hypothesis E, it would appear that a formal review and judgment clause at, or after, the written stage would be supported by both groups. The total combined score averages of the four propositions in hypothesis E is plus forty per cent. As evidence of acceptance are the forty-five strongly agree responses as compared to only four strongly disagree. The above agree responses raise a question as to why such formal review and judgment clauses are so few grievance procedures. The answer may be that administrators are doubtful as to the effect of such a clause. Teachers may be hesitant, since a new teacher organization might not wish to solicit one more sensitive task. With the affirmative response to this hypothesis, the prospect of inclusion of such a clause in future agreements seems to be very likely.

From the positive side, the clause does help the administration by making the teacher organization officially responsible for making judgments on grievances. The teacher organization also is helped, since it then can play an official role in the process. Such a clause also puts strong pressure on the teacher organization to act in a professional, responsible manner.

Further analysis indicates that such a clause, applying only to those grievances beyond the principal level, would be accepted by administrators. Since, in practice, a review by the organization usually does occur, why not make it formal and add "judgment" to such a review? A formal review and judgment clause certainly is compatible to the principle of accountability. Professional teacher organizations should have no serious objection to such a
## Combined Summary Table For Hypothesis C

<table>
<thead>
<tr>
<th>Proposition</th>
<th>Score</th>
<th>Strongly Agree</th>
<th>Agree</th>
<th>No Comment</th>
<th>Disagree</th>
<th>Strongly Disagree</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposition 16</td>
<td>Score -53.75%</td>
<td>1</td>
<td>5</td>
<td>1</td>
<td>18</td>
<td>15</td>
</tr>
<tr>
<td>Proposition 17</td>
<td>Score +11.25%</td>
<td>10</td>
<td>9</td>
<td>7</td>
<td>12</td>
<td>2</td>
</tr>
<tr>
<td>Proposition 18</td>
<td>Score -55%</td>
<td>1</td>
<td>3</td>
<td>3</td>
<td>17</td>
<td>16</td>
</tr>
<tr>
<td>Proposition 19</td>
<td>Score +86.5%</td>
<td>31</td>
<td>7</td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Proposition 20</td>
<td>Score +86.5%</td>
<td>31</td>
<td>7</td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
</tbody>
</table>
Combined Summary Table For Hypothesis E

<table>
<thead>
<tr>
<th>Proposition</th>
<th>Strongly Agree</th>
<th>Agree</th>
<th>No Comment</th>
<th>Disagree</th>
<th>Strongly Disagree</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposition 26</td>
<td>10</td>
<td>14</td>
<td>6</td>
<td>9</td>
<td>1</td>
</tr>
<tr>
<td>Score +23.75%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Proposition 27</td>
<td>21</td>
<td>15</td>
<td>1</td>
<td>3</td>
<td>0</td>
</tr>
<tr>
<td>Score +70%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Proposition 28</td>
<td>6</td>
<td>18</td>
<td>3</td>
<td>11</td>
<td>2</td>
</tr>
<tr>
<td>Score +18.75%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Proposition 29</td>
<td>8</td>
<td>28</td>
<td>0</td>
<td>3</td>
<td>1</td>
</tr>
<tr>
<td>Score +48.75%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Summary Graph For Hypothesis E

Proposition 26
- Teachers: +25%
- Administrators: +22.5%

Proposition 27
- Teachers: +57.5%
- Administrators: +82.5%

Proposition 28
- Teachers: +30%
- Administrators: +7.5%

Proposition 29
- Teachers: +50%
- Administrators: +47.5%
review and judgment clause.

It would seem that such a clause, however, should not be applicable before or at the first step. The problem should be discussed first and be given a chance of solution before the organization becomes officially involved. In this regard as in the previous proposition, the organization can help or hinder the problem solving process. Being involved before or at the first step might tend to cause a total confrontation, rather than a problem solving atmosphere.

At a middle level step, however, such organizational involvement might tend to aid in the solution of the problem. It would also enable the organization to be involved only on those situations that are not resolved rather than on all the low level problems. A review and judgment clause also would give the organization factual, objective data to use in the future negotiations. Being actively involved in review and judgment cases in the middle and upper grievance steps would be a prime method for the organization to be kept up to date on grievances.

A question often asked is "How responsible is the organizational leadership?" Having a review and judgment clause provides a continuous answer to that question. By the official judgments of the organization, the organizational leadership provides a clear record as to their position. Do they support legitimate grievances and give official non-support to those that do not warrant support? What kinds of grievances do they tend to support? What are the positions taken by individual organizational leaders? These questions are answered if a formal review and judgment clause is utilized.

This type of clause was prevalent five to ten years ago, in many MEA affiliated organizations. The committee had titles like "Professional Rights
and Responsibilities Committee" and "Ethics and Welfare Committee." These committees did provide for review but not official judgments. In the late 1960's these clauses became less prevalent, but now in the 1970's the evidence is that formal review and judgment clauses will again be more commonplace because they serve a definite function, beneficial to both the teacher organization and the administration.

HYPOTHESIS F - THE GRIEVANCE PROCEDURES SHOULD PROVIDE FOR RESOLUTION OF PROBLEMS AT THE LOWEST POSSIBLE LEVEL. Four propositions, thirty through thirty-three, deal with this hypothesis. The questions of "should" and "do" problems get solved at the lowest possible level, is the focus of the following proposition.

**Proposition 30**

The "resolution of problems" should occur at the lowest possible level.

Teacher Representatives' Responses

<table>
<thead>
<tr>
<th>SA</th>
<th>A</th>
<th>NC</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

Total Score +100%

All responses on Proposition thirty were strongly agree. Only one qualified the response with the comment "if possible."

Administrators' Responses

<table>
<thead>
<tr>
<th>SA</th>
<th>A</th>
<th>NC</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

Total Score +100%

Unanimous agreement was given by all administrators. There was not a single comment of disagreement or qualification offered by an administrator.
Combined Response

<table>
<thead>
<tr>
<th></th>
<th>SA</th>
<th>A</th>
<th>NC</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

Total Score + 100%

All forty respondents totally agreed with the idea that problems should be solved at the lowest possible level. Both groups had a perfect +100% score. There is no question as to the intent of a grievance procedure -- it is to solve problems at the lowest possible level.

Proposition 31

The principal (or immediate superior) should have two opportunities to solve the grievance, first, informally and in oral discussion, and second, formally based on the written specific grievance.

Teacher Representatives' Responses

<table>
<thead>
<tr>
<th></th>
<th>SA</th>
<th>A</th>
<th>NC</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td>13</td>
<td>2</td>
<td>0</td>
<td>4</td>
<td>1</td>
<td></td>
</tr>
</tbody>
</table>

Total Score +55%

A very positive plus fifty-five per cent score was given by teacher representatives. The five who disagreed all gave the same reason for their disagreement. They felt that the first step should be in writing, with no previous oral discussion. These same five respondents were consistent, having agreed with Proposition sixteen. In both Propositions sixteen and thirty-one, however, they are in the distinct minority. Thirteen teacher representatives strongly agreed with this proposition.
Administrators' Responses

<table>
<thead>
<tr>
<th></th>
<th>SA</th>
<th>A</th>
<th>NC</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>18 (90%)</td>
<td>0</td>
<td>0</td>
<td>2 (10%)</td>
<td>0</td>
</tr>
</tbody>
</table>

Total Score +85%

Eighteen administrators strongly agreed with this proposition. This gives solid evidence that administrators strongly support the oral informal discussion approach first. The two dissidents who disagreed expressed the feeling that "once, and in writing, is enough." The plus eighty-five per cent score coupled with the minus sixty-five per cent score of Proposition sixteen, clearly show that administrators favor the "oral first" approach than the "in writing first" approach of Proposition sixteen.

Combined Response

<table>
<thead>
<tr>
<th></th>
<th>SA</th>
<th>A</th>
<th>NC</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>31 (77.5%)</td>
<td>2 (5%)</td>
<td>0</td>
<td>6 (15%)</td>
<td>1 (2.5%)</td>
</tr>
</tbody>
</table>

Total Score +70%

A very strong plus seventy per cent combined response score is indicative of the agreement given this proposition. Thirty-one of forty respondents strongly agreed as compared to only one strongly disagree. With such strong agreement in evidence from both groups, it would seem that this proposition should be in most grievance procedures.
Proposition 32

More than ninety per cent of the grievances submitted formally by the organization and/or in writing to the principal will be resolved at that level, without further appeal.

Teacher Representatives' Responses

<table>
<thead>
<tr>
<th>SA</th>
<th>A</th>
<th>NC</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>3</td>
<td>1</td>
<td>8</td>
<td>6</td>
</tr>
</tbody>
</table>

total score -32.5%

This is the only negative score in hypothesis F. Fourteen of the twenty teacher representatives disagreed. Their reasons for disagreeing are quoted as follows:

Strongly Disagree
"Principal doesn't have the authority to solve most problems. Ten per cent is more like it. More than half, but not ninety per cent. Ten per cent aren't solved at the first level. Five per cent would be accurate."

Disagree
"I'd hope so -- but it isn't so. Ten per cent are solved at this level. Seventy per cent instead of ninety per cent. Seventy-five per cent is more like it. Seventy-five per cent at the most."

From this negative response, it would seem quite obvious that in the teacher representatives' viewpoint the resolution of problems, with a written grievance, at the principal level, does not happen ninety per cent of the time. The -32.5% score is negative, and is compounded by the very negative responses given by five of the respondents as quoted above.

Administrators' Responses

<table>
<thead>
<tr>
<th>SA</th>
<th>A</th>
<th>NC</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>2</td>
<td>1</td>
<td>9</td>
<td>2</td>
</tr>
</tbody>
</table>

Total Score +2.5%
Administrator response was varied, in all five areas, with a neutral score of +2.5% resulting. No conclusion could be drawn from such a neutral response score.

Combined Response

<table>
<thead>
<tr>
<th></th>
<th>SA</th>
<th>A</th>
<th>NC</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number</td>
<td>8 (20%)</td>
<td>5 (12.5%)</td>
<td>2 (5%)</td>
<td>17 (42.5%)</td>
<td>8 (20%)</td>
</tr>
</tbody>
</table>

Total Score -15%

The combined response is slightly negative. It also has an extreme spread, with eight responses on either end of the scale. The statement in the literature that ninety per cent of the grievances submitted in writing will be solved at that level, is not confirmed by Proposition Thirty-two. In fact, a slight negative response was received for the total score.

This response should caution both groups, that the adoption of a grievance procedure does not automatically solve all problems at the lowest level. While that is the goal of the procedure, the realistic practice is something different. Appeal of the grievance is to be expected in many cases. This must be accepted as a simple fact of life of the grievance procedure.
Proposition 33

In most cases only major or serious grievances will be appealed beyond the first step.

Teacher Representatives' Responses

<table>
<thead>
<tr>
<th></th>
<th>SA</th>
<th>A</th>
<th>NC</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>10 (50%)</td>
<td>5 (25%)</td>
<td>1 (5%)</td>
<td>4 (20%)</td>
<td>0</td>
</tr>
</tbody>
</table>

Total score +52.5%

Teacher representatives gave strong support to this proposition. Only four disagreed. A more positive factor is evident by the ten strongly agree as compared to no strongly disagree.

Administrators' Responses

<table>
<thead>
<tr>
<th></th>
<th>SA</th>
<th>A</th>
<th>NC</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>8 (40%)</td>
<td>6 (30%)</td>
<td>0</td>
<td>5 (25%)</td>
<td>1 (5%)</td>
</tr>
</tbody>
</table>

Total score +40%

Administrators gave a plus forty per cent score to this proposition. This would tend to dispel the idea that most administrators see grievance procedures as an escalation system of minor problems. Fourteen of twenty administrators in this study agreed that only major or serious grievances will be appealed beyond the first step. Yet six disagreed indicating that 30% of the administrators in this study felt that escalation of many minor grievances will happen. Some of the disagree responses were qualified by: "This should be true, but isn't"; "The goal but not the practice" and "In theory I agree, but my experience leads me to disagree."

Combined Response

<table>
<thead>
<tr>
<th></th>
<th>SA</th>
<th>A</th>
<th>NC</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>18 (45%)</td>
<td>11 (27.5%)</td>
<td>1 (2.5%)</td>
<td>9 (22.5%)</td>
<td>1 (2.5%)</td>
</tr>
</tbody>
</table>

Total Score +46.25%
This proposition received a very positive 46.25% score. To further highlight the positive score are the eighteen strongly agree responses as compared to only one strongly disagree. The escalation system or nuisance or harassment factors sometimes cited as present in grievance systems, was generally not seen as significant by the forty respondents. However, the response of the previous proposition indicated a sizeable percentage of grievances that were appealed beyond the first step. Evidently the respondents considered most appealed items as major or serious grievances.

Summary and Analysis - Hypothesis F

Three of the four propositions received very positive scores. The combined scores of Propositions Thirty, Thirty-one, and Thirty-three average plus seventy-two per cent. This would strongly indicate that grievance procedures do provide for the resolution of problems at the lowest level. Of even more interest is the fact that the administrators' score average is more positive than the teacher representatives. This would tend to show that teachers are slightly less likely than administrators to view grievance as being solved at the lowest level.

Proposition Thirty-two received a negative response. However, that was due to the ninety per cent factor stated in the question. Had the proposition stated "more than half will be solved at the lowest level," the score would have been positive. Eight disagree statements would have changed to agree, and the negative combined score of minus fifteen per cent would be changed to plus twenty per cent.

In summary, then, the lowest level solution of problems is seen as both a goal and as a reality in Hypothesis F, with administrators being slightly
more positive than teachers on this question. This Hypothesis was accepted.

For administrators distrustful of grievance procedures, this offers evidence that grievance procedures do solve problems, and usually at the lowest possible level. Only one in five of the 200 responses disagreed with this hypothesis. Educators do see the grievance procedure as a positive problem solving device with the emphasis on lowest level resolution of problems. The evidence provides a very strong recommendation for the inclusion of a grievance procedure in any agreement.

**ADDED ANALYSIS FOR HYPOTHESIS F**

Analysis of this hypothesis gives strong evidence that grievance procedures should not lead to a pattern of escalation of problems to higher levels. The stated goal is low level solution of problems. The practice seems to concur with the goal. Administrators tended to agree more than did teachers, in the low level solution of problems. Teachers may not be satisfied with a low level conference, yet not appeal the decision. To the teacher, the problem is still not solved. Yet to the administrator, since the grievance is not appealed the problem is solved. Such feelings could explain the slight difference in attitudes.

The two often stated general criticisms of a grievance procedure are that it "causes problems" and "escalates problems." This study provides sufficient evidence that neither general criticism is justified. Of course, in certain schools or districts, the criticism may be valid. But generally, the respondents tended to prove both criticisms as being incorrect.

Why then aren't grievance procedures more prevalent? Until the negotiations era, they were the exception rather than the rule. As cited in Chapter II,
Combined Summary Table For Hypothesis F

<table>
<thead>
<tr>
<th>Proposition</th>
<th>Strongly Agree</th>
<th>Agree</th>
<th>No Comment</th>
<th>Disagree</th>
<th>Strongly Disagree</th>
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</thead>
<tbody>
<tr>
<td>Proposition 30</td>
<td>40</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<tr>
<td>Proposition 31</td>
<td>31</td>
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<td>0</td>
<td>6</td>
<td>1</td>
</tr>
<tr>
<td>Score +70%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Proposition 32</td>
<td>8</td>
<td>5</td>
<td>2</td>
<td>17</td>
<td>8</td>
</tr>
<tr>
<td>Score -15%</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Proposition 33</td>
<td>18</td>
<td>11</td>
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<td>9</td>
<td>1</td>
</tr>
<tr>
<td>Score +46.25%</td>
<td></td>
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</table>
### Combined Summary Table For Hypothesis F

#### Proposition 30

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<th>-50%</th>
<th>-100%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Teachers</td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administrators</td>
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</tr>
</tbody>
</table>

#### Proposition 31

<table>
<thead>
<tr>
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<th>55%</th>
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<td>Administrators</td>
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#### Proposition 32

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<tr>
<td>Administrators</td>
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</tbody>
</table>

#### Proposition 33

<table>
<thead>
<tr>
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<tr>
<td>Administrators</td>
<td>40%</td>
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</tr>
</tbody>
</table>
the Alt Study of twenty-four large cities indicated that as recently as 1966
two-thirds had a written grievance procedure. In 1967, in Iowa, only 13% of
the school districts had written grievance procedures. With the advent of
negotiated contracts, grievance procedures began to appear in greater numbers.
It is because of negotiations that grievance procedures have become prevalent.

However, disregarding negotiations as the cause, the merits of a grievance
procedure, as perceived in the evidence of this study, justify its adoption in
a school district. Grievance procedures solve problems. They offer a safety
valve for staff complaints. They do not escalate problems. They do not by
pass administrative channels. They make the teacher organization more involved
and accountable. For these and other reasons stated throughout the study, a
grievance procedure is desirable in a school district.
HYPOTHESIS G - THE GRIEVANCE PROCEDURE SHOULD INCLUDE A STEP WITH THE BOARD OF EDUCATION HEARING AND ACTING ON THE GRIEVANCE.

Using regular channels, the board of education would normally be the step after the superintendent. Do educators agree with that? What role does each group see as proper for the board of education? Those questions are dealt with in Propositions Thirty-four through Thirty-seven.

Proposition 34

The board of education should delegate its role in grievance procedure and not, in any way, become directly involved as a grievance step.

Teacher Representatives' Responses

<table>
<thead>
<tr>
<th>SA</th>
<th>A</th>
<th>NC</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>2</td>
<td>2</td>
<td>4</td>
<td>9</td>
</tr>
</tbody>
</table>

Total Score -12.5%

Teacher representatives disagreed with the idea of not involving the school board. Only five agreed and thirteen disagreed. Those who agreed felt that the board would only support the superintendent, so why bother with them. This "rubber stamp" argument, however, was balanced by those who disagreed. They strongly felt that the board should be involved and knowledgeable about grievance questions.

Administrators' Responses

<table>
<thead>
<tr>
<th>SA</th>
<th>A</th>
<th>NC</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>1</td>
<td>3</td>
<td>5</td>
<td>7</td>
</tr>
</tbody>
</table>

Total Score -7.5%

Administrators also disagreed, with twelve disagreeing as compared to five agreeing. However, the response was broad, with all five choices being used.
Combined Response

<table>
<thead>
<tr>
<th></th>
<th>A</th>
<th></th>
<th>B</th>
<th></th>
<th>C</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>7</td>
<td></td>
<td>5</td>
<td>9</td>
<td>16</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(17.5%)</td>
<td></td>
<td>(12.5%)</td>
<td></td>
<td>(22.5%)</td>
<td>(40%)</td>
</tr>
</tbody>
</table>

Total Score -10%

Both groups had a disagree response. The minus ten per cent combined score is very neutral, with a wide spread. Twenty-five disagreed and felt that the board should have a role; yet ten agreed that the board should not have a role. Such a broad and indefinite response results in a neutral conclusion. It may be that this neutral response represents the half-way point in the swing from the former total board involvement position to the present Illinois Education Association position of no school board involvement. If that is true, this neutral response may be very significant. Also, as more school boards get more involved in negotiations and grievance hearings, they have a natural tendency to delegate these time consuming matters to others.

Proposition 35

The entire board of education should participate in the board level hearing and action.

Teacher Representatives' Responses

<table>
<thead>
<tr>
<th></th>
<th>A</th>
<th></th>
<th>B</th>
<th></th>
<th>C</th>
<th></th>
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</thead>
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</tr>
<tr>
<td></td>
<td>(60%)</td>
<td></td>
<td>(10%)</td>
<td></td>
<td>(5%)</td>
<td></td>
</tr>
</tbody>
</table>

Total Score +70%

Teacher representatives rated this proposition very highly with a plus seventy per cent score. Seventeen of the twenty respondents agreed. This was the strongest positive response in Hypothesis G. From this data it would seem that teacher representatives would like to have the entire board participate
in the hearing and the action.

Administrators' Responses

<table>
<thead>
<tr>
<th></th>
<th>SA</th>
<th>A</th>
<th>NC</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>11</td>
<td>2</td>
<td>4</td>
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<td>1</td>
</tr>
<tr>
<td></td>
<td>(55%)</td>
<td>(10%)</td>
<td>(20%)</td>
<td>(10%)</td>
<td>(5%)</td>
</tr>
</tbody>
</table>

Total Score = 50%

Administrators also tended to agree with this proposition with thirteen indicating agreement. The plus fifty per cent score was the highest administrator response in Hypothesis G. Administrators generally do not want the board by-passed, but rather want the involvement of the entire board of education.

Combined Response

<table>
<thead>
<tr>
<th></th>
<th>SA</th>
<th>A</th>
<th>NC</th>
<th>D</th>
<th>SD</th>
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<tbody>
<tr>
<td></td>
<td>25</td>
<td>5</td>
<td>4</td>
<td>4</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>(62.5%)</td>
<td>(12.5%)</td>
<td>(10%)</td>
<td>(10%)</td>
<td>(5%)</td>
</tr>
</tbody>
</table>

total score = 60%

This strongly agree response would indicate that both groups of educators agree with the proposition of having the entire board sit in the hearing and act on the grievance. Such a step in a grievance procedure would seem to be assured good support from both administrators and teacher representatives.

There are three reasons that support this proposition:

1. It affords the school board a good opportunity to keep in touch with the serious problems of the district.

2. The board ratifies the agreement and should sit in hearing and judgment on grievances about the terms of that agreement.

3. Next year's negotiating items, many times, come from this year's grievance confrontations. If the board is involved, it is knowledgeable about these items which may be future negotiation points.
Proposition 36

The board of education should be represented by a committee in the board grievance hearing.

Teacher Representatives' Response

<table>
<thead>
<tr>
<th></th>
<th>SA</th>
<th>A</th>
<th>NC</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1</td>
<td>11</td>
<td>3</td>
<td>4</td>
<td>1</td>
</tr>
</tbody>
</table>

Total Score +17.5%

While teacher representatives agreed, their score 17.5% was very slight compared to the 70% of the previous proposition. While they agreed (17.5%) with a board committee idea, their agreement with the entire board concept of proposition was four times greater (70%).

Administrators' Responses

<table>
<thead>
<tr>
<th></th>
<th>SA</th>
<th>A</th>
<th>NC</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>4</td>
<td>7</td>
<td>2</td>
<td>3</td>
<td>4</td>
</tr>
</tbody>
</table>

Total Score +20%

Administrators response (20%) closely approximated the teacher representatives response (17.5%). Again, their agreement was very small (20%) as compared to the 50% response of the entire board step as outlined in Proposition Thirty-six.

Combined Response

<table>
<thead>
<tr>
<th></th>
<th>SA</th>
<th>A</th>
<th>NC</th>
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<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>5</td>
<td>18</td>
<td>5</td>
<td>7</td>
<td>5</td>
</tr>
</tbody>
</table>

Total Score +18.75

The combined response, while positive, is only one-third that of the agreement given to the previous propositions. The forty respondents generally felt much more strongly that the entire board of education should be involved, as compared to just a board committee. However, the committee idea did receive
a 18.75% positive response score, indicating it was generally an acceptable second choice to Proposition 35.

Proposition 37

The board of education should delegate its "hearing" role to an outside agent for "advisory" arbitration.

Teacher Representatives' Responses

<table>
<thead>
<tr>
<th></th>
<th>SA</th>
<th>A</th>
<th>NC</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1 (5%)</td>
<td>4 (20%)</td>
<td>6 (30%)</td>
<td>7 (35%)</td>
<td>2 (10%)</td>
</tr>
</tbody>
</table>

Total Score -12.5%

The idea of having an advisory hearing recommendation to the school board was not generally accepted by teacher representatives. This seems to conflict with their wish to obtain arbitration after the board of education level. One reason for their negative response may have been based on the teacher representatives' reluctance to allow the board, alone, to appoint an outside agent to recommend. Had the proposition included "an outside agent appointed by both the board and teacher organization," the score would have been slightly positive since several respondents had qualified their answers in that way.

Administrators' Responses

<table>
<thead>
<tr>
<th></th>
<th>SA</th>
<th>A</th>
<th>NC</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1 (5%)</td>
<td>6 (30%)</td>
<td>2 (10%)</td>
<td>6 (30%)</td>
<td>5 (25%)</td>
</tr>
</tbody>
</table>

total score -20%

Administrators disagree (-20%) even more than the teacher representatives (-12.5%). Several expressed the feeling that use of an outside agent would represent a repudiation of the superintendent's action in the previous step.
Combined Response

<p>| | | | | |</p>
<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>SA</td>
<td>A</td>
<td>MC</td>
<td>D</td>
<td>SD</td>
</tr>
<tr>
<td>2 (5%)</td>
<td>10 (25%)</td>
<td>8 (20%)</td>
<td>13 (32.5%)</td>
<td>7 (17.5%)</td>
</tr>
</tbody>
</table>

Total score -16.25%

This is the most negative combined response in hypothesis G. Only two strongly agreed, with seven strongly disagreed. This data indicates that both groups of educators do not think an outside agent should handle the board "hearing" role.

Summary and Analysis -- Hypothesis G

This Hypothesis was accepted.

Both groups strongly agree (plus sixty per cent combined score) that the entire board of education should participate in the board level hearing and action (Proposition Thirty-five). Both groups also show slight agreement (18.75%) to a board committee approach (Proposition Thirty-six). Both the idea of no board involvement (Proposition Thirty-four) and having an outside agent handle the hearing (Proposition Thirty-seven) was not accepted. Both propositions received negative response scores.

With the rapid advent of arbitration, the above responses will probably undergo some change in the near future. Evidence seems to indicate that this hypothesis is in a transitional stage and will react to the changes brought about by the role of arbitration. As arbitration becomes more routine, school boards may reduce their involvement and delegate their role to competent personnel administrators.
Combined Summary Table For Hypothesis H

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<th>Strongly Disagree</th>
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<tr>
<td>Score</td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>
Summary Graph For Hypothesis G

Proposition 34
Teachers -12.5%
Administrators -7.5%

Proposition 35
Teachers +70%
Administrators +50%

Proposition 36
Teachers +17.5%
Administrators +20%

Proposition 37
Teachers -12.5%
Administrators -26%
These four propositions are interrelated. They were included in the study because all four propositions were cited in the literature and were found in this study of the 97 agreements. Proposition 34 was present in the Eisenhower Richards High School, District 218, Cook County, agreement. Proposition 34 was also included in the 1970 Illinois Education Association model grievance procedure. Proposition 35 was the procedure found in most agreements. Proposition 36 was a mode of operation in some districts including the Chicago Public School Board. Proposition 37 was used, on a one time basis, by several districts, on a particular unique type of grievance.

An analysis of this hypothesis does indicate that if a School Board negotiates a contract with its teachers, the School Board should hear and rule on grievances arising out of that contract. Such involvement also gives the School Board a first hand role in the serious problems of the district and/or contract interpretation. This knowledge is extremely advantageous for the future negotiating period.

Equally, the teachers are hired by the Board and the contract is so given by the Board. Teachers feel they have a right to appeal to the Board. A Board that structures its procedure to deny to the teachers an appeal to the board, is giving the teachers proof positive that "the board doesn't care," "you can't talk to the board" and "they won't listen". A school board interested in being seen in as good a light as possible would want to play a role in the grievance hearing and/or action.

One of the strongest principles of our country is the inherent right of appeal. A board that abdicates its role in the grievance procedure is, in a way, denying to its employees access to the board and/or limiting their right
to appeal to the board. Such actions are the basis of anti board slogans and the school board and administration would do well to avoid giving them any credence.

Further analysis of proposition 36 revealed that the board committee hearing aspect usually happened because of the large numbers of grievances and/or the time needed to handle them. Having a board committee conduct the hearing and then recommend to the entire board was the expeditious way to handle the large load.

It is most interesting to note that the Illinois Education Association, who for years spoke of "teachers getting to Board" has now a model procedure going from the chief executive step to arbitration. Experience has seemed to indicate to the teacher organizations that Boards of Education usually will sustain and support previous administrative actions, so why bother with the board step?

In the negotiation pattern, teacher organizations fought hard to gain negotiating rights with the board. Today in many cases the school board has delegated its negotiating role to others. Perhaps in the future they may also occur in the board step in the grievance procedure and propositions 34 or 37 may become more common.
HYPOTHESIS H -- THE GRIEVANCE PROCEDURES SHOULD INCLUDE BINDING ARBITRATION AS THE FINAL STEP.

The determination of the final decision step of the grievance procedure is of vital importance. Propositions Thirty-eight through Forty-one investigate various final step approaches.

Proposition 38

The board of education should make the final binding ruling on a grievance.

Teacher Representatives' Responses

<table>
<thead>
<tr>
<th>SA</th>
<th>A</th>
<th>NC</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 (5%)</td>
<td>0</td>
<td>1 (5%)</td>
<td>7 (35%)</td>
<td>11 (55%)</td>
</tr>
</tbody>
</table>

total score -67.5%

This -67.5% score was the strongest disagree response in Hypothesis H. Eleven strongly disagreed, while only one strongly agreed. There seems little doubt from this data that the teacher representatives are not satisfied with a board of education final step.

Administrators' Responses

<table>
<thead>
<tr>
<th>SA</th>
<th>A</th>
<th>NC</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td>12 (60%)</td>
<td>3 (15%)</td>
<td>0</td>
<td>3 (15%)</td>
<td>2 (10%)</td>
</tr>
</tbody>
</table>

total score +30%

Administrators (30%) are 97.5 points away from the teacher representatives (-67.5%) response. Administrators agree with this proposition. Fifteen of them feel that the board of education should make the final binding ruling on a grievance.
Combined Response

<p>| | | | | | |</p>
<table>
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<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>SA</td>
<td>13</td>
<td>3</td>
<td>1</td>
<td>10</td>
<td>13</td>
</tr>
<tr>
<td>A</td>
<td>3</td>
<td>7.5%</td>
<td></td>
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<td></td>
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<td>NC</td>
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<tr>
<td>D</td>
<td>1</td>
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<tr>
<td>SD</td>
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<td></td>
<td></td>
<td></td>
<td>32.5%</td>
</tr>
</tbody>
</table>

Total Score -18.75%

The combined score -18.75% does not show the polarization of views, as administrators score 30% and teacher representatives scored -67.5%. Eleven teacher representatives strongly disagreed while twelve administrators strongly agreed. It is clear from the data that teacher representatives strongly (-67.5%) do not want the board of education to be the final step. Administrators (30%), on the other hand, do agree with this final determination.

Twenty-six of the forty responses were equally divided into strongly agree and strongly disagree.

The teacher feeling of strongly disagree is a strong reaction. The administrator response, reflected much of their wish to have grievances not subject to arbitration. Thus, they tended to agree with the final determination made by the board of education, even though they also admitted that arbitration was soon going to be the final step.
Proposition 39

The decision of the board of education may be appealed to a third party who would make an advisory recommendation to the board.

Teacher Representatives' Responses

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<thead>
<tr>
<th></th>
<th>A</th>
<th>NC</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td>SA</td>
<td>2 (10%)</td>
<td>11 (55%)</td>
<td>6 (30%)</td>
<td>1 (5%)</td>
</tr>
</tbody>
</table>

Total Score +35%

Advisory arbitration is accepted by the teacher representatives with a plus thirty-five per cent score. Thirteen agreed while none strongly disagreed, and only one disagreed.

Administrators' Responses

<table>
<thead>
<tr>
<th></th>
<th>A</th>
<th>NC</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td>SA</td>
<td>4 (20%)</td>
<td>11 (55%)</td>
<td>2 (10%)</td>
<td>3 (15%)</td>
</tr>
</tbody>
</table>

Total Score +40%

Administrators also accept the principle of advisory arbitration. Actually, their agreement (plus forty per cent) is slightly greater than the teacher representatives (plus thirty-five per cent) score. No administrator gave a strongly disagree response.

Combined Response

<table>
<thead>
<tr>
<th></th>
<th>A</th>
<th>NC</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td>SA</td>
<td>6 (15%)</td>
<td>22 (55%)</td>
<td>8 (20%)</td>
<td>4 (10%)</td>
</tr>
</tbody>
</table>

Total Score +37.5%

Both groups agree to advisory arbitration of a grievance. None of the forty respondents have a strongly disagree response. This is the only proposition in Hypothesis H that did not receive any strongly disagree comments. From the data, it would seem that the principle of advisory arbitration is the common ground where both groups do find agreement. It is the only proposition
in Hypothesis H to receive agreement from both groups. From the Federal Agencies' favorable experience with advisory arbitration, this method of final resolution seems to be most acceptable.

Proposition 40

Binding third party arbitration should be the final step.

Teacher Representatives' Responses

<table>
<thead>
<tr>
<th>SA</th>
<th>A</th>
<th>MC</th>
<th>D</th>
<th>SD</th>
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</thead>
<tbody>
<tr>
<td>17 (85%)</td>
<td>2 (10%)</td>
<td>1 (5%)</td>
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</tr>
</tbody>
</table>

Total Score + 90%

Nineteen of twenty teacher representatives agreed with the binding third party arbitration aspect. With about unanimous approval, it is evident that teacher representatives strongly prefer binding arbitration of grievances over any other final determination step.

Administrators' Responses

<table>
<thead>
<tr>
<th>SA</th>
<th>A</th>
<th>MC</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 (15%)</td>
<td>3 (15%)</td>
<td>0</td>
<td>9 (45%)</td>
<td>5 (25%)</td>
</tr>
</tbody>
</table>

Total Score -25%

Contrasting with the strong plus ninety per cent teacher representative response, the administrators disagreed, with a minus twenty-five per cent score. Binding arbitration is seen by a majority of administrators as taking away from the administration and/or board of education, inherent and legal powers. A 115% difference in the respective response scores highlights the vast differences of opinion between the two groups.
Combined Response

<table>
<thead>
<tr>
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<th>SA</th>
<th>A</th>
<th>NC</th>
<th>D</th>
<th>SD</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>20 (50%)</td>
<td>5 (12.5%)</td>
<td>1 (2.5%)</td>
<td>9 (22.5%)</td>
<td>5 (12.5%)</td>
</tr>
</tbody>
</table>

Total Score +32.5%

The polarization of scores of the two groups, make the combined response score meaningless. Teacher representatives strongly agree (plus ninety percent) to binding arbitration. Administrators oppose (minus twenty-five percent) such a final determination of a grievance. This polarization is even greater when consideration is given the fact that twenty-five of the forty responses were strongly agree or strongly disagree.

Proposition 41

Binding arbitration should be permitted, provided it is within the educational structure of the State Office of Public Instruction.

Teacher Representatives' Responses

<table>
<thead>
<tr>
<th></th>
<th>SA</th>
<th>A</th>
<th>NC</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0</td>
<td>10 (50%)</td>
<td>6 (30%)</td>
<td>4 (20%)</td>
<td>0</td>
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</table>

Total Score +45%

A slight positive score was given by teacher representatives, with all responses in the mid range. No strong feeling, either by individuals or the group, was evident in this response.

Administrators' Responses

<table>
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<th>SA</th>
<th>A</th>
<th>NC</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0</td>
<td>5 (25%)</td>
<td>6 (30%)</td>
<td>8 (40%)</td>
<td>1 (5%)</td>
</tr>
</tbody>
</table>

Total Score -12.5%

Administrators also were non-committal, with all but one response in the mid range. The -12.5% score, slightly negative, is due more to the "Binding
Arbitration" phrase than to the "State Office of Public Instruction" phrase. Several respondents agreed to the latter phrase but disagreed with the former.

Combined Response

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<tbody>
<tr>
<td>SA</td>
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<tr>
<td>A</td>
<td>15 (37.5%)</td>
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<td></td>
<td>1 (2.5%)</td>
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</tbody>
</table>

Total Score + 1.25%

No conclusion can be drawn from this response, the most neutral and non-committal of the study. The slight positive score of the teacher representatives was matched by the slight negative score of the administrators. Only one of the forty respondents indicated a strong feeling, while twelve were neutral and non-committal.

This response highlights the rapid change in positions over recent years. Five years ago the Illinois Education Association strongly advocated such a position. Today, teachers indicated only plus fifteen per cent support.

Administrators have similarly moved from a positive position of a few years ago, to the negative -12.5% position of today. Such a pronounced change is the most important facet of this proposition, rather than the neutral response. The trend is more important than the response score.
## Combined Summary Table For Hypothesis H

<table>
<thead>
<tr>
<th>Proposition</th>
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<th>Agree</th>
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<tr>
<td>Score</td>
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</tr>
<tr>
<td>Proposition 39</td>
<td>6</td>
<td>22</td>
<td>8</td>
<td>4</td>
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</tr>
<tr>
<td>Score</td>
<td>+37.5%</td>
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<tr>
<td>Proposition 40</td>
<td>20</td>
<td>5</td>
<td>1</td>
<td>9</td>
<td>5</td>
</tr>
<tr>
<td>Score</td>
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<td>Proposition 41</td>
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<td>Score</td>
<td>+1.25%</td>
<td></td>
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</tbody>
</table>
Summary and Analysis - Hypothesis II

This Hypothesis was rejected.

The advisory arbitration clause (Proposition thirty-nine) was the only proposition which received agreement from both educator groups. The other three propositions did not receive support from both groups. Using the State Office of Public Instruction for binding arbitration (Proposition forty-one) was given rather a neutral response from both groups. Binding arbitration (Proposition Forty) was strongly accepted by the teacher representatives, but was opposed by administrators. A similar difference was present in having the board of education make the final ruling (Proposition Thirty-eight). Here administrators strongly agreed, but teacher representatives disagreed.

Positive scores of plus thirty-five per cent and plus forty per cent by teacher representatives and administrators respectively, would indicate that advisory arbitration is acceptable to both groups. Thirty of the forty respondents agreed to the use of advisory arbitration.

From a practical standpoint, the negotiating situation must be considered in this hypothesis since binding arbitration in the grievance procedure is a key demand of almost all teacher organizations. Thus, this question is one of the hard items negotiated over the table. What a specific agreement has as its final grievance step may well reflect all kinds of maneuvering over, under and around the negotiating table. The result in the agreement may be a compromise or be part of a trade.

Teacher organizations will often give up on binding arbitration for a different concession (i.e. more money, a better fringe benefit, etc.). On the other hand, school boards may agree to binding arbitration provided the
teachers back off on some other negotiating item. This being the case, the "right" or "best" final step does not always end up being the final step in the agreement.

A word of clarification should be made concerning binding arbitration. The term as used in this study applies only to the grievance procedure. It does not apply to the arbitration of negotiating differences or of impasse resolution. We are here only dealing with arbitration as it may be a part of the grievance procedure. The term arbitration in this study is limited by the provisions of the grievance procedure itself.

Again, as indicated in previous hypotheses, experienced administrators in the grievance procedure process, do not find binding arbitration as unacceptable. They won't accept it without receiving some other concession over the bargaining table, but they do not reject it.

An argument used to support the idea of arbitration is that in the final step an outside third party should review and rule on the case. Without arbitration, the school board has the final word, and teachers do not consider the board as an outside third party. This argument, coupled with the private sector situation where over 95% of the agreements have binding arbitration, give a definite forecast to the future. Arbitration in grievance procedures will become more and more prevalent. Binding arbitration will gradually replace advisory arbitration and the board of education's final step will become a fossil of the past.

The previous paragraph may be considered as overly strong, but it is derived from the evidence of this study. School boards and administrators had better revise their thinking if they totally reject arbitration. It is here to
Summary Graph For Hypothesis H

Proposition 38
Teachers  -67.5%
Administrators  +30%

Proposition 39
Teachers  +35%
Administrators  +40%

Proposition 40
Teachers  +90%
Administrators  -25%

Proposition 41
Teachers  +15%
Administrators  -12.5%
stay, just like negotiations and the grievance procedure.
CHAPTER V

ANALYSIS OF FIVE GRIEVANCES

An Analysis was conducted of five actual grievance cases. To obtain candid information, the staff members and administrators were assured that their identities, as well as the identity of the school and district they represent, would not be revealed in this study.

CASE I

Grievance one occurred in an elementary school district located in the suburban area of northeastern Illinois, that has a student enrollment of 6,000.

Three teachers employed by the school district traveled to Europe during the summer. All three teachers were part of a return charter flight which was scheduled for arrival at the local airport at 6:00 p.m., Monday, September 1, Labor Day.
The three teachers, because of a delay in their flight, did not arrive in Chicago until the afternoon of Tuesday, September 2, thus missing the first day of school, Tuesday, September 2. The teachers, on September 4 or 5, completed the Record of Absence Form (Appendix E) in their respective schools. They all stated "Personal Business" as the reason for absence. The building principals did not, at that time, act on these forms. The forms were routinely forwarded to the district office where administrators notated "Not Approved, Withhold one day pay." The bookkeeper then added the comment "Docked."

The day's pay was deducted from the mid-September pay check of the teachers. On September 19, each filed a written grievance on the matter (Appendix F). They claimed a specific clause of the teachers' contract was violated. Their forms were signed by the proper union officials. Since the principals were not involved in this grievance, the forms were forwarded to the district office.

Because the superintendent was out of town, a delay occurred until October 22, when the assistant superintendent talked with all three grievants. He then responded to their grievance with a letter on October 27 to the grievance committee chairman explaining four reasons why the grievance was denied (Appendix G). Cited in the letter was the intent of personal business days, the procedure for applying the first day of the year policy, and the impact on the district.

Another long lapse of time occurred and on December 12, the superintendent met with a union officer to confirm the information in the assistant
superintendent's letter. The superintendent recommended, in writing, that the grievance be appealed to the school board as the third step of the grievance procedure (Appendix H).

On December 12, the chairman of the grievance committee forwarded a letter to the board secretary asking for the school board to hear and act on the grievance (Appendix I).

A special school board meeting was called for January 5, to hear and act on the grievance (Appendix J). The school board discussed the three grievances with the grievants and the union grievance committee. Then after a fourteen minute executive session, the board unanimously supported the previous administrative action that the three teachers not be paid for September 2 (Appendix K).

The union grievance committee chairman on January 9, in a letter to the school board, stated that the union was not satisfied with the January 5 board decision and that the matter would be pursued to the fourth and final state: binding arbitration (Appendix L).

Three names of arbitrators were discussed at the regular board meeting of February 11. One week later, at a special meeting of the board of education, the arbitrator was appointed (Appendix M).

The arbitrator held a hearing in the district on March 21. Three members of the union, the union attorney, and one grievant were present. Six months had gone by since the filing of the grievance. One grievant had married and was in Europe; another grievant had taken a maternity leave. Thus, only one grievant on March 21 was still an employee of the district.

Representing the district were the superintendent and board attorney.
After considering the testimony, the arbitrator on April 1 submitted his six-page ruling on the grievance (Appendix N). He ruled that the board of education had violated the labor agreement when it refused to pay the grievants as a business day for Tuesday, September 2. He also directed that they be paid for that day. Since his decision was binding, the three teachers were paid for that day.

An analysis of this grievance reveals the following:

First, unlike most grievances, the principals were not involved since they did not participate in the determination of leave policies.

Second, the time lag was very excessive between most steps. The time between the filing of the grievance and the meeting at the second level was thirty-three days. From the second level letter of the assistant superintendent to the meeting with the superintendent was another forty-six days. The time between the letter from the union to the board hearing was twenty-four days. Another thirty days passed between the union letter and the joint suggestion of the names of arbitrators. Thirty-one more days passed from the selecting of the arbitrator to the actual arbitration hearing.

The time that occurred between each step was mainly due to lack of administrative action. This lapse of time was much longer than the time limits stated in Propositions Nineteen and Twenty.

Third, the documentation of the steps by the assistant superintendent, superintendent, and school board was very inadequate. These grievance steps should be hearings, and a more definitive account of the proceedings should have been kept.
Fourth, the administration created an added problem, an added step, and lost considerable time by having both the assistant superintendent as a step and the superintendent as a step. This was contrary to the grievance procedure.

Fifth, the teachers' union caused part of the delay due to some change in the grievance committee leadership. While some time loss may have been inevitable, the confusion this change over created added to the lengthening of the process. Internal teacher organization procedures should be designed to lessen the problems of transferring leadership.

Sixth, the value of such a long involvement over a $110 item should have been evaluated more carefully by both groups. If the administration had felt it had a weak case, certainly $110 was a small price to pay rather than to go through board of education involvement and final arbitration cost and subsequent loss.

Case II

Grievance II took place in a small-town high school district. In September, a teacher filed a grievance stating that "the school policy had been disregarded when, during the summer, two counseling vacancies had been filled." The teacher claimed that he (and the staff) had not received proper notification of these openings.

The teacher had discussed the matter with the principal informally in the opening week of school. Dissatisfied with the outcome of the conference, the teacher formally filed the written grievance. The principal, counselling department chairman, the grievant, and the chairman of the grievance committee
met on September 22. At this conference the principal established the fact that the first vacancy was publicized in the Teachers' Organization Newsletter in July. The grievant responded that he was out of town all during July and could not read the newsletter mailed to his home.

In the discussion of the second vacancy, the teacher did admit that the principal had mentioned it to him in the teachers' lounge in early August. The grievant, however, stated he considered the oral, informal notification as "improper and unprofessional."

The principal outlined his position in a memorandum concerning the conference to all involved on September 24. Five days later, on September 29, the chairman of the grievance committee sent a letter to the administration stating that the individual and teacher organization did not wish to pursue the grievance beyond the principal level (see Appendix 0). However, the teacher organization did specifically recommend two steps that could be initiated to prevent a further similar occurrence.

1. The counselling department chairman should improve department inter-communication.

2. The district should devise some better forms of notification of vacancies during the summer.

While the administration did not formally respond to these recommendations, it did put them into effect.

The analysis of the Case II grievance indicates it was handled very well. Despite the extreme militancy of the grievant, the matter was disposed of quickly and efficiently. The administration did not avoid the
issue but vigorously acted upon the complaint, holding a hearing and issuing a written position in two days. The prompt action brought the grievance to a close in just three weeks. The grievance was terminated on September 29.

The teacher organization grievance chairman showed fine statesmanship by counselling the grievant not to appeal the case to the Superintendent. The chairman did, however, "get in the last word" by making the two specific recommendations to the administration. These were positive, constructive recommendations and were accepted and implemented by the administration. This action helped prevent similar future problems. While the teacher or the organization did not appeal the principal's decision, in the implementation of the two recommendations, the organization, to a degree, "won." The administration was satisfied since it had solved the grievance without appeal and trouble. The teacher organization was content in the knowledge that it had received some concessions from the administration.

Here is a good example of an individual grievance, lost by the teacher, that resulted in significant changes in a department and administration. In effect, the end result was similar to a group grievance. Individual grievances can easily culminate in actions that affect groups. A beneficial end result occurred in Case II because the grievance committee chairman carefully selected certain aspects of the grievance, and made positive recommendations to the administration. They implemented the recommendations. Such a favorable outcome was due to the high level of leadership shown by both the chairman and the administration. Both were interested in solving future problems, not just "winning" or "losing" the case itself.
The grievance committee chairman was also very effective. He was the primary participant in the grievance meeting. The militant grievant could have jeopardized the meeting; however, the chairman carefully structured the meeting so as to avoid the grievant being triggered into verbal overt action. While it is usually stressed that the grievant "carry the ball" in such a meeting, in this case the grievance chairman took the initiative, which resulted in a good meeting.

CASE III

Grievance III concerned itself with an extra vocational education payment in a rural suburban high school district. On September 21, a vocational education teacher discussed the problem with the high school principal (see Appendix P). The teacher pointed out that the last contract said "A flat increment of $500 will be paid to any teacher participating in the vocational program and will be paid to any future employee who is fully qualified."

The teacher had received no such payment for the past year, while the vocational education teacher in the other district high school did receive the $500. Also, the teacher felt that since the school received state reimbursement equally for the programs in both schools, both teachers should have received the $500 increment.

The principal explained the variance by citing two reasons:

1. The teacher was not judged "fully qualified" by the previous superintendent.

2. The teacher lacked the 2,000 hours of working experience in the specialty taught.
The teacher, then, formally submitted a written grievance with a list of five questions about the matter.

The principal immediately responded the same day with a letter outlining his answers (see Appendix Q). The teacher then appealed the principal's answer and decision to the superintendent in a September 26 letter. (See Appendix R). On October 9, the superintendent, assistant superintendent, grievant, and member of grievance committee met. At the conclusion of the meeting, the superintendent reiterated the two reasons cited by the principal. (See Appendix S). Also he cited that prior to 1969, the teacher did not meet the state standards for vocational education, and while the state standards in 1969 were altered, the district did not change its increment standards.

On October 19, the teacher organization, in writing, informed the administration that while they did not agree with the superintendent's ruling, they did not wish to appeal to the school board. (See Appendix T). They did list four suggestions:

1. Requirements for increments should be accurately stated.
2. Any state standard change should be made also to district standards.
3. A formal record of qualifications be kept for each teacher.
4. Use of the grievance procedure in this case was clearly justified since it is a "a safeguard against the arbitrary, capricious and unwise use of administrative power."

As was also true in the previous case, Case III was handled in less than a month. This was partially due to the very precise initial grievance
letter written by the grievance committee chairman. This letter of September 26 (Appendix R), clearly pinpointed the questions concerning the problem. The Superintendent then responded with a good factual response to these questions in his letter of October 9 (Appendix ). Both documents were devoid of emotionalism and the focus was strictly on the facts.

This case could have become very complicated since it dealt with judgments made a year previously by the former Superintendent. However, none of the participants chose to aggravate the problem by inserting that aspect into the grievance. All concerned were trying to solve a problem. They were not trying to engage in any past history battles.

The organization, while not appealing the Superintendent's decision to the School Board, did in the letter of October 19 (Appendix I) make a strong case for the grievant. The first three recommendations made to the Superintendent were constructive measures to aid in solving future similar problems. The fourth recommendation was a strong declaration of the organization's right to grieve against the "arbitrary, capricious or unwise use" of the "discretionary powers of the local chief school administrator." Here we have the reason why some grievances are filed. It is one method by which the organization can question some of the discretionary powers of the administration. In the check and balance system, the grievance procedure is one of the powerful tools that the teacher organization has to "check" the administration.

The organization also salvaged some "face saving" in that the administration did adopt two of their recommendations. Again, this showed that the
administration was interested in solving problems and was not solely "total victory" orientated. This grievance provided a good perspective to view the compatibility of the adversarial and problem solving roles of both participants. While the organization and administration were "adversaries," they both gave evidence that they were sincerely interested in solving the problems.

The vital role of contract working and interpretation was illustrated by Case III. Also, the documentation of the original decision by the previous Superintendent was absent, which caused the grievance to flounder in a lack of information. The admonition "put it in writing" one year earlier could have prevented this grievance from occurring.

CASE IV

Grievance IV dealt with the question of whether a department chairman is considered as a teacher for summer school assignments. In this 2,500 student suburban high school, the teacher organization took exception to a department chairman being given a summer school assignment. The teacher organization felt "since department chairmen are essentially supervisory and not teachers, as indicated in Letter of Intent October 15, 1969, teachers should be given preference over department chairmen in assignments to the summer school staff."

The problem was discussed by the teacher organization and the administration in March. The administrative reply that department chairmen would be considered as teachers for summer school was unacceptable to the teacher organization and they formally filed a grievance on March 26 as follows:
"We expect that the regular teaching personnel will be given preference. Administration opinion seems to be in opposition to our contract." (See Appendix U).

Since the question was a contract interpretation grievance, it went directly to the assistant superintendent. After a meeting of all concerned, he replied in writing on April 9 noting that while the Letter of Intent excludes department heads from the negotiation unit, the same section makes reference to the regular school teaching assignments of department chairmen. Also cited was "the precedent set both in the summer driver education and the summer school program where department chairmen have always taught." (See Appendix V).

The teacher organization appealed the decision to the superintendent on April 13. The superintendent held a meeting of all concerned on April 20 and on April 29 reiterated the administrative position in a letter.

The teacher organization appealed the superintendent's decision and asked for arbitration (See Appendix W). They did not ask for a board hearing. On May 5 the school board routinely considered the grievance, and upheld the superintendent's decision. The American Arbitration Association was contacted on May 13, and seven names were given to the board and teacher organization. The superintendent, as agent of the board, and the teacher organization president narrowed the list down to one name. The arbitrator was contacted and set a hearing for June 18. Five persons attended the hearing: the teacher organization president, chief negotiator, the field representative, the superintendent, and assistant superintendent.
The arbitrator considered all the written data and oral testimony and issued a six page brief on June 23. His finding was: "The teachers' organization requirement that department chairman be denied teaching assignments in summer school is dismissed as per the above opinion finding." (See Appendix I).

The procedure was handled in an orderly manner. Time limits were followed except for the six week delay between the May 5 request of arbitration and the June 18 hearing. The procedure for choosing an arbitrator should have been more clearly stated and should have been followed, especially as to the time limits. The delay actually caused the decision to be made after summer school had begun. The arbitrator was thus making a decision after the fact.

The written documentation was excellent, with the administrative memorandum very concise. The Assistant Superintendent in his April 9 letter stated the issue. The arbitrator did little more on June 23 than reiterate the position stated on April 9 by the Assistant Superintendent. The teacher organization case was never too strong and it could be questioned as to why they went to arbitration with a weak case. The general rule of private sector management is not to go to arbitration unless there is an eighty percent chance of winning. Such a guideline serves to deter the escalation of grievances to the arbitration stage.

One after effect of Case IV was the subsequent emphasis by both the teacher organization and administration on the initial written aspects of the filing of the grievance. Previous to this case, the initial written griev-
ance was secondary to the extensive verbal conference. Now the emphasis is on the complete written documentation of the grievance at the initial step.

Both the teacher organization and the administration in this district have become sophisticated about grievances. A matter of fact, an aura of professionalism was evident in both the documentation and the interviews with the personnel involved. Grievances were accepted as a way of life and were handled in a professional, routine manner. The crisis atmosphere was notable by its absence, and was due largely to the personality and the mode of operation of the Assistant Superintendent, who handles most grievances.

A more careful analysis revealed that the atmosphere and attitude of both administration and the teacher organization were due primarily to the personalities of the individual leader participants. Superintendents and organizational presidents should be keenly aware of this factor and appoint individuals to the key grievance roles, who possess the personality traits necessary to aid in bilateral problem-solving process. The professional and businesslike manner of the process may be more important than the issues involved. "How" the grievance is handled may be as important as "what" it involved or "what" was the final outcome. Previous to this case, the district did not stress the written aspects of the grievance procedure. After this case, they emphasized the policy that all the pertinent facts would be in writing at the first step.

CASE V

Grievance V occurred in a large city school system. It concerned itself with a high school physical education teacher's request to be appointed
as basketball coach. In June, the teacher indicated his request to the principal, who denied the request on the grounds that there was no vacancy since the present coach intended to continue coaching the team.

The teacher then wrote a letter to the Department of Employee Relations contending the present coach did not have the proper certification to qualify as coach. In July, the Department of Employee Relations replied in writing to the teacher that "the incumbent coach does have sufficient credits to serve as coach." The letter further suggested that the teacher utilize the grievance procedure steps if he wished to continue his case.

The teacher filed an official grievance in September with his principal (see Appendix Y). A meeting was held in October with grievant, union delegate, principal, physical education supervisor, vice president of the union, and district superintendent. The teacher cited Clause 37.2 in the contract "Physical education teachers shall be given priority in coaching positions." The principal argued that the clause was not retroactive and did not apply when used to displace a qualified person who accepted the coaching position years prior to the adoption of the clause.

The district superintendent officially replied in writing on October 9 supporting the June decision of the principal (see Appendix Z). Five specific reasons were given by the district superintendent for his action:

1. Clause 37.2 was not retroactive.
2. No vacancy existed.
3. The principal has the right to select the person (Section 12 of Board of Control ByLaws).
4. The present coach, while not a physical education teacher, does have "off certificate" approval from the board of examiners in physical education and coaching.

5. It is in the school's best interest to retain the present coach.

The grievant appealed the decision to the general superintendent in a letter. The union president and the director of employee relations had a conference on the matter. In November, the general superintendent replied in a letter to the union president upholding the previous decisions of the principal and district superintendent. (See Appendix AA).

The union considered the matter for months and then in March requested further appeal. The school board review committee considered the case and recommended that the school board support the previous administrative action. The school board, by official action in April, sustained the administrative ruling.

While the teacher grievant wanted to go to arbitration, the union felt that the case did not warrant further time and expense; and so it declined to request arbitration.

The analysis of this case reveals that the grievant was responsible for many actions that were contrary to the proper adjudication of the problem. He made continuous efforts to complicate the entire procedure by constantly initiating different arguments. He attempted to discredit the present coach by charging that the coach was biased against negroes, played ineligible players, and was not properly certified. All participants in this grievance had a thick folder, filled with letters from the grievant containing all
matter of these charges. These decisive letters unnecessarily complicated the process of handling this grievance. Instead of acting on the grievance itself, most participants spent their time dealing with the side issues rather than the grievance. In part, this caused the ten month duration of the grievance.

However, the gross disregard of the time limits in this case was unwarranted. The major blame clearly belonged to the organization. The organization did not counsel the grievant as to his repeated misuse of procedures, time limits, and steps. Instead of policing its own membership, the organization allowed the grievant to continue his complaint. In fact, the organization supported him when the facts clearly should have dictated that the organization take strong action to insist that he follow the procedure properly.

At the final step in April, the organization did not go to arbitration with Case V. However, it should have utilized a review and judgment step much earlier. While the case had some merit on the side of the grievant, his actions constantly obscured the issues.

The district Superintendent's October 9 letter cited the key facts of the case. These points were sustained throughout the next six months. Again, it is questioned as to the purpose of a six month delay in the final determination of the grievance when the pertinent facts were so clearly established. In conclusion, Case V provided evidence that time limits should be followed, side issues should not complicate the grievance, and the organization should exercise some review and judgment in their support of their membership.
Case V did not go to arbitration, yet the folder on this grievance contained thirty-nine specific written documents. This case cost the school system hundreds of hours of lost time. Case V should illustrate that a considerable amount of administrative time and money will be spent in the grievance procedure process. If escalation of grievances is the rule, then the administrative commitment in time and money will be considerable.

RECOMMENDATIONS OF ANALYSIS

As a result of the analysis of these five grievances, the following recommendations are suggested.

1. If problems are to be solved at the lowest possible level, the principal should have the knowledge and authority necessary to act on grievances at the school level.

2. Long delays in the grievance procedure must be avoided. A strict time limit should be followed (i.e. a ten day time limit on acting on a grievance and a five day time limit for appeal). Problem solving is the goal of grievance procedures. No useful purpose is performed by needless postponing of action on the grievance.

3. At each grievance step, care should be taken to provide written documentation. Conferences, meetings, testimony, arguments, positions should be included in the documentation. Material gathered early may help resolve the problem sooner.

4. An honest attempt to resolve problems at the lower steps should be made. Escalation should not be the rule.

5. Contract or policy wording should be given careful study. Four of the five grievances studied were over the interpretation of the wording.
6. Grievance procedures should be strictly followed. Extra steps and/or jumping steps should be prohibited.

7. Overreliance on one member of the teacher organization should be avoided. A committee should be involved, knowledgeable, and aware of the process and the specific aspects of each particular case.

8. Problem solving and re-evaluation should be used instead of escalation and polarization of both groups. Petty nit picking, much to do about nothing, and win-at-any-cost attitude of either group should not be part of the grievance process.

9. Administrators should encourage teachers with a serious gripe or complaint to formalize it into a grievance. The problem then has a chance to be resolved. It also gives the teacher a place to go with the problem.

10. "Put it in writing" is an admonition all should follow, from the initiation of the grievance through the final step.

11. A specific "Grievance Form" should be easily available to all staff members. This provides easy access to the procedure. It formalizes the specific complaint into written form. Also, it serves to prevent eleventh hour changes that are often present in verbal grievances.

12. The grievance procedure should clearly state who initiates the grievance at each step. Is it the teacher or the organization?

13. When the teacher and the organization indicate they do not wish to appeal any further, it would seem to be proper to make written positive suggestions to prevent a similar future problem.
14. If either group feels it has a weak case, the problem should be resolved at that point. Pursuing the grievance step after step on a weak case is not the purpose of grievance procedures.

15. The administration can show good faith by adopting those positive, constructive steps that are learned from the specific grievance. The ostrich administrative attitude of "We won, we're right, we won't change" will only result in more grievances and more confrontations.

16. Lower echelon administrators involved in a grievance should check with their superiors before committing themselves on many specific grievances. In this way, the lower echelon administrator can learn from higher authority. The higher authority, in turn, can get to know what is happening at lower levels. Also, certain grievances are complicated and need expert advice (attorney, negotiator, etc.). Last but not least, by involving his superiors, the lower level administrator is more secure in knowing his decision, if appealed, will probably be sustained by his superior.

17. Careful attention should be given in negotiations and contract writing to the aspect of retroactive clauses and/or policies. Three of the five grievances studied centered on the retroactive aspect.

18. There should be a mutually accepted procedure in writing as to the method of selecting an arbitrator. The selection should take days, not weeks or months.

19. All persons involved in a specific grievance should limit their involvement to that specific problem. Side issues, retaliatory steps,
intimidation and coercion have no place, officially or unofficially, in the grievance procedure. The hard facts of each case should be all that are considered. The best path to be followed in a grievance is the "straight and narrow."

20. Arbitration will probably tell both sides what they already know. In both arbitration cases in the study, the persons involved knew what the arbitrator's decision would be before they had even chosen an arbitrator. That being the case, it is questioned as to why the losing side pursued the matter. The goal, to solve problems at the lowest possible level, is not helped by going to arbitration with a weak case.
Conclusions

The historical data presented in earlier chapters illustrated the trend toward more negotiated teacher agreements and/or contracts in the field of education. Grievance procedures are usually a part of those agreements. If teachers follow the same pattern as employees in the private sector, they will make more use of the grievance procedures in the future.

Two other factors will quicken the use and heighten the importance of grievance procedures. First, the grievance procedures will more and more become the way to set the state for the agreement negotiations. The issues for next year's negotiation table will come largely from the grievances of the previous year. These issues will be moved from the negotiating table to the grievance procedure practice.

Second, in the 1970's, with a surplus of teachers, job security of teachers will take on more of a major aspect of the teacher organization's posture. The day to day battle for job security will usually be fought, not on the negotiating table, but over the grievance table. Teachers will
increasingly turn to the grievance procedure to protect themselves from real or imagined misuse of supervision and evaluation.

Grievance procedures are here and they will be used more in the future. How to use them as an asset to the educational process, is the problem now before educators. The grievance procedure can be a positive, problem solving method of resolving differences. Or it can be an escalated, nuisance, and nit picking process that solves little, but creates chaos.

HYPOTHESIS A - GRIEVANCE PROCEDURES SHOULD BE INCLUDED IN A COLLECTIVE BARGAINING AND/OR NEGGOTIATED AGREEMENT.

Sixty-four per cent of the ninety-seven agreements included a grievance procedure and it would appear that this number will increase rather rapidly. Such an increase will be due to two reasons. First, the number of districts with agreements will increase steadily. Second, the evidence of this study indicates that both educator groups are very favorable for the inclusion of grievance procedures in the agreement (hypothesis A). Hypothesis A received very strong support on all eight propositions. The combined score for all eight propositions was a plus thirty-nine per cent. With such a positive score, there is no question as to the positive attitude of both administrators and teacher representatives on this hypothesis and it was accepted.

It was concluded from this study that grievance procedures are generally felt to be good and needed and so should be included in the negotiated agreement.

HYPOTHESIS B - GRIEVANCE PROCEDURES SHOULD INCLUDE THE DEFINITION OF "GRIEVANCE" AS LIMITED TO "VIOLATION OF THE AGREEMENT."
This hypothesis concerns itself with the definition of "grievance" as contained in the agreement. While forty per cent of the sixty grievance procedures studied had this definition, the findings of the interview propositions were quite different. Teacher representatives strongly disagreed (-62.5%) with Proposition Thirteen. This Hypothesis was rejected. The great polarization of four of these hypothesis B propositions indicates that all extreme definitions were rejected by one group or the other. The data support one definition that seems acceptable to both groups. The Proposition Eleven definition, which stated, "limited to violation of the agreement or of established board policies or established practices" received a combined score of 428.5%. Here, perhaps, is the common ground where both groups can agree rather than argue endlessly over extreme definitions that the opposite group will never accept.

HYPOTHESIS C - GRIEVANCE PROCEDURES SHOULD INCLUDE THE PROVISION THAT THE FIRST STEP BE AN INFORMAL, ORAL DISCUSSION BY THE INDIVIDUAL WITH THE IMMEDIATE SUPERIOR, WITH OR WITHOUT ORGANIZATION INVOLVEMENT OR PRESENCE.

The study of the ninety-one agreements revealed that nearly three out of four grievance procedures agree with this hypothesis. The forty interview respondents generally also agreed that the first step should be oral and informal. The data also indicated general support that the teacher should initiate the grievance within ten days of the occurrence, with an appeal made within five days.
HYPOTHESIS D - THE GRIEVANCE PROCEDURES SHOULD INCLUDE THE ROLE OF THE ORGANIZATION AS THAT OF AN EQUAL PARTNER TO THE INDIVIDUAL.

This hypothesis is strongly supported by the evidence. Eighty-nine per cent of the sixty agreements reviewed contained this clause. The forty respondents also gave approval to this hypothesis with a plus fifty-two per cent average for the five propositions. Nearly nine out of ten agreements contain some type of "equal partner" clause, and both teacher representatives and administrators tend to agree with that principle. The twenty administrators scored an average of plus thirty-four per cent on the five propositions, dispelling the myth that administrators generally object to organizational involvement in the grievance procedure.

HYPOTHESIS E - THE GRIEVANCE PROCEDURES SHOULD INCLUDE A FORMAL REVIEW AND JUDGMENT OF THE GRIEVANCE BY THE TEACHER ORGANIZATION.

Although this hypothesis was only present in thirty-seven per cent of the sixty agreements reviewed, it did receive acceptance from both administrators and teacher organization representatives. The total average score on the four propositions was plus forty per cent. With such a positive response, from the evidence of this study it is indicated that formal review and judgment clauses will become more prevalent in future agreements. The lack of strong opposition (only four strongly disagree responses out of 160), would seem to predict little opposition to such a clause, if one were offered in negotiations. This hypothesis was accepted.

HYPOTHESIS F - THE GRIEVANCE PROCEDURES SHOULD PROVIDE FOR RESOLUTION OF PROBLEMS AT THE LOWEST POSSIBLE LEVEL.

Of the sixty agreements reviewed in Chapter III, sixty per cent
specifically contained such a statement. The responses of all forty educators were even more definite as all forty (100%) strongly agreed with Proposition Thirty which was a restatement of the hypothesis. Both groups also gave very strongly agree responses (plus seventy per cent) to the proposition that the principal should have both an oral and a written step in order to resolve the problem. They also agreed (446.25%) to the belief that only major or serious grievances will be appealed. This hypothesis was accepted.

HYPOTHESIS G - THE GRIEVANCE PROCEDURE SHOULD INCLUDE A STEP WITH THE BOARD OF EDUCATION HEARING AND ACTING ON THE GRIEVANCE.

The definite conclusion drawn from the study of the agreements and the opinions of the forty respondents is that the entire board of education should participate in the hearing and acting on the grievance. Eighty-two per cent of the sixty agreements contained a board of education step. Both groups of educators rejected (minus ten per cent) the method of leaving the board out of the process (Proposition Thirty-four). They also rejected (-16.25%) the board committee approach. Given strong support (plus sixty per cent) from both groups, was the grievance step which included the entire board of education hearing and acting on the grievance. In conclusion, four out of five existing agreements studied contained a board of education step. Both groups of educators strongly indicate their feeling that the entire board should sit in the hearing and act on a grievance. This hypothesis was accepted.

HYPOTHESIS H - THE GRIEVANCE PROCEDURE SHOULD INCLUDE BINDING ARBITRATION AS THE FINAL STEP.
While this hypothesis was rejected the trend is the important factor in this hypothesis. Five years ago, as cited in Chapter III, page , there were fewer than five school systems in the country that had binding arbitration. This 1971 study of grievance procedures revealed that twenty-seven per cent (seventeen of sixty) northeastern Illinois school districts had binding arbitration as the final step. The combined response on Proposition Forty (binding arbitration) was a 432.5%. The evidence tends to show that while this hypothesis is rejected, binding arbitration in the grievance procedure is rapidly becoming more prevalent.

Advisory arbitration was contained in forty per cent of the agreements in this study and received a combined response score of 437.5%. Since administrators agreed (plus forty per cent) and forty per cent of the 1970 agreements already contained advisory arbitration clauses, it seems to indicate that advisory arbitration will soon, if not now, be the rule, with binding arbitration a reality in the future (as indicated by twenty-seven per cent of the agreements and the 432.5% educator response score).

The opposition to binding arbitration by administrators was a mild minus twenty-five per cent. This lack of strong disagreement could be interpreted that administrators no longer are so opposed to binding arbitration clauses in grievance procedures. The results also may indicate administrators are merely accepting the inevitable.

Recommendations:

1. Negotiated agreements should contain a complete grievance procedure section.
2. In districts that do not have agreements, the board should adopt grievance procedure policies.

3. In the formulation of any set of grievance procedures the participation of all should be encouraged (teachers, organization, principals, superintendents, board, and board attorney).

4. It is imperative that principals be involved in the formulation of grievance procedures, since it is the principal who is the key person in making the procedures effective.

5. It should not be assumed that everyone understands the grievance procedure. A carefully designed workshop, and/or in-service program, should be designed to inform all staff members as to the correct operation of the grievance procedures.

6. Careful attention should be given to the definition of "grievance." Such definition, once decided upon, should be thoroughly stated, in more detail so as to attempt to prevent future misunderstanding.

7. The first step of the grievance procedure should be oral and informal.

8. "Put it in writing" should be the by-word beyond the first informal step. Only by thorough written documentation and evidence will further misunderstanding be avoided.

9. Some form of outside arbitration should be included as the final step.

10. A formal review and judgment by the teacher organization should be included as a clause in the grievance procedures.
11. The focus should always be on the solution of problems at the lowest possible levels. Escalation of grievance should not be the purpose or the practice of grievance procedures.

12. If the board of education is involved in negotiating the agreement, it should also be involved as a step in the grievance procedures.

GRIEVANCE PROCEDURE GUIDELINE PAGE

Suggestions For Further Study

The increase in negotiated agreements will bring about increased emphasis upon the grievance procedure. With teachers and administrators just beginning this process, and, in the light of the findings of this study, the following questions are offered for further investigation and study.

1. What is the actual experience of many districts that have had the grievance process for several years? (See Appendix AA)

2. Are there proven effective, evaluative criteria for handling grievances?

3. Does the public (or the patrons of the school) have a legitimate role in the final grievance step?

4. If the National Education Association and the American Federation of Teachers merge, what effect would this have on the posture of the national organization on grievance procedures?

5. What is the role of the principal in negotiating the grievance procedure? In administering the grievance procedure?

6. What kinds of grievances submitted during a year, in fact, become the negotiating basis for the succeeding year?
7. What was the effect and significance of actual binding arbitration decisions?

8. Is there a significant difference between advisory and binding arbitration?

9. Are grievance experiences in education similar to those in the private sector?

10. How do principals feel about their role? Before, during, and after the establishment of grievance procedures?

11. Do teacher organizations serve as an effective screening step especially on frivolous, petty, or unwarranted grievances?

12. Should the teacher organization objectively review, screen, and judge all appealed grievances?

13. How may the administration and/or board effectively "grieve" against a subordinate?

14. Do grievance procedures, in fact, encourage solution of problems at the lowest level or do they encourage escalation to higher echelons?

15. How is teacher morale affected by grievance procedures?

16. How well do teachers actually understand the grievance procedure in their own district? Principals?

17. On the various hypotheses and propositions of the study, what are the perceptions of board members, superintendents, principals, teacher organization leaders, and teachers as to certain facets of the grievance procedures?

18. How do the perceptions of various echelons of educators in a district without grievance procedures compare with those in a district with a
19. Why are grievance procedures not in every school district? Who or what prevents their formulation and adoption?

20. Do grievance procedures really threaten the principal's authority?

21. What procedural rules are needed for grievance meetings and/or hearings?

22. How responsible and/or accountable is teacher organization leadership in the grievance process?

Grievance Procedure Guidelines

The following guidelines represent those facets of the grievance procedure that this northeastern Illinois study found to be generally acceptable to both teacher representatives and administrators.

1. A grievance procedure section should be part of an agreement and/or contract (Hypothesis A, Proposition One through Eight, average score of the eight propositions equal plus thirty-nine per cent).

2. Definition of grievance is "limited to violation of the agreement or of established board policies or established practices (Hypothesis B, Proposition Eleven equal 422.5%)."

3. First step should be an informal, oral discussion by the individual with the immediate superior, with or without organization involvement (Hypothesis C, Proposition Sixteen and Eighteen made positive and Seventeen equal average score of the three propositions, plus thirty-nine per cent).

4. The first discussion should be initiated within ten days of the occurrence and appeal made within five days (Hypothesis C, Proposition
CONCLUSION

The evidence indicates that grievance procedures are becoming more prevalent and that they are viewed by educators as being helpful in solving problems at low levels. Administrators and teachers should recognize that the grievance procedure will play a most crucial role in personnel matters of the future. A swing in emphasis from negotiations, to the grievance procedure, will occur as education approximates the historical pattern of the private sector of thirty years ago. Educators should strive to establish a good written grievance procedure, and to make the procedure work in actual practice. Grievance procedures will soon be present in most school districts. The evidence and recommendations provided in this dissertation should aid in the formulation of more effective grievance procedures.
Nineteen and Twenty equal average score of the two propositions 486.5%).

5. The teacher organization should have an equal partner role in the grievance procedures (Hypothesis C, Proposition Seventeen, Hypothesis D, Proposition Twenty-one through Twenty-five equal average score of six propositions plus forty-five per cent).

6. A formal review and judgment of the grievance by the teacher organization committee should be a clause in the grievance procedure (Hypothesis E, Proposition Twenty-six through Twenty-nine equal average score of four propositions, plus forty per cent).

7. Every effort should be made to structure the grievance procedures so as to provide for the solution of problems at the lowest possible level (Hypothesis F, Proposition Thirty, Thirty-one, Thirty-three equal average of three propositions, plus seventy-two per cent).

8. The board of education should be involved as a grievance procedure step (Hypothesis G, Proposition Thirty-four and Thirty-seven made positive Propositions Thirty-five and Thirty-six equal average of four propositions, plus twenty-five per cent).

9. The final step should be advisory arbitration (Hypothesis H, Proposition Thirty-nine equal 437.5% score).
Dear ____________,

I am doing my doctoral dissertation on GRIEVANCE PROCEDURES IN NEGOTIATED TEACHERS AGREEMENTS. Your current Teachers Agreements that I reviewed did not have a Grievance Procedure.

Perhaps your Grievance Procedure is a separate policy or an appendix to the agreement or you have a more recent agreement with a Grievance Procedure. If so, would you please send it to me in the attached envelope.

If you do not have a written Grievance Procedure, please briefly note this on this letter, and return it to me in the attached envelope.

Sincerely,

William David Smith
### Appendix

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<td>Elementary</td>
<td>High School</td>
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<tr>
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<p>| A | NI | PI | EI | NI | EI | NI | NI | PI |
| B | -- | -- | PI | -- | NI | -- | -- | -- |
| C | -- | -- | EI | -- | PI | -- | -- | -- |
| D | -- | -- | EI | -- | PI | -- | -- | -- |
| E | -- | -- | PI | -- | PI | -- | -- | -- |
| F | -- | -- | EI | -- | NI | -- | -- | -- |
| G | -- | -- | EI | -- | EI | -- | -- | -- |
| H | -- | -- | NI | -- | NI | -- | -- | -- |</p>
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<th>Monee</th>
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<tr>
<td>H</td>
<td>PI</td>
<td></td>
</tr>
</tbody>
</table>
HYPOTHESIS A.

Grievance procedures should be included in a collective bargaining and/or negotiated agreement.

PROPOSITIONS

1. Having written grievance procedures tends to solve more problems than they create.

2. Written grievance procedures tend to reduce the definition and scope of "grievance."

3. Grievance procedures offer principals and/or administrators assurance that if their performance is reasonable and fair, their actions will be vindicated.

4. Grievance procedures assure teachers that their grievances may be resolved in an orderly fashion and without reprisal.

5. A grievance procedure helps to weed out and control "gripes" which can't be substantiated.

6. Grievance procedures encourage the complainant to resolve the problem with his immediate superior.

7. Grievance procedures prevent the circumvention and the by-passing of administrative authority.

9. Grievance procedures provide a good chance to reach agreement without resorting to the strike and other dissipating trials of strength.

HYPOTHESIS B

The grievance procedures should limit the definition of "grievance" to violation of the agreement.

PROPOSITIONS

9. The definition of grievance should be "an intensified complaint that cannot be resolved informally by the parties involved."
10. The definition of grievance should be "limited to violations of the agreement or of established board policies which are terms or conditions of employment."

11. The definition of grievance should be "limited to violations of the agreement or of established board policies or established practices."

12. The definition of grievance should be "a complaint."

13. The definition of grievance should be "limited to violation of the agreement."

14. In addition to the agreement grievance procedure, the district should have a second written procedure for resolution of minor grievances or complaints.

15. Grievance procedures should include "restrictive" provisions (i.e. grievances about certain conditions or situations may not be instituted).

HYPOTHESIS C

The grievance procedure should include the provision that the first step be an informal, oral discussion by the individual with the immediate superior, with or without organization involvement or presence.

PROPOSITIONS

16. The first step of a grievance should be initiated by a written grievance without prior discussion.

17. The teacher organization representative should be present at the first oral discussion meeting.

18. The teacher organization should initiate all oral grievances without the necessity of the teacher doing so.

19. The first discussion should be initiated within ten days of the occurrence.

20. If the aggrieved wished to continue the grievance after the first step, written notice should be given within five days of the initial discussion.
HYPOTHESIS D

The grievance procedures should include the role of the organization as that of an equal partner to the individual.

PROPOSITIONS

21. The grievance procedure should guarantee the right of involvement by the teacher organization representative.

22. The grievance procedure should include the exclusion from grievance hearings of all organizational representatives except those from the officially recognized teacher organization.

23. The teacher organization may, itself, initiate a "group" grievance.

24. The teacher organization representative should be present at all levels of grievance meetings.

25. The written grievance, at the lowest level, should be submitted through the teacher organization.

HYPOTHESIS E

The grievance procedures should include a formal review and judgment of the grievance by the teacher organization committee.

PROPOSITIONS

26. The "formal" review and judgment" of the grievance by the teacher organization committee should be part of the written grievance procedure.

27. Teacher organizational leadership should process legitimate grievances and discourage non-legitimate ones.

28. A formal review and judgment by the organization's committee makes the grievance and "organizational grievance" rather than an "individual grievance."

29. A formal review and judgment would serve as an effective deterrent to unwarranted or petty grievances.
HYPOTHESIS F

The grievance procedures should provide for resolution of problems at the lowest possible level.

PROPOSITIONS

30. The "resolution of problems" should occur at the lowest possible level.

31. The principal (or immediate superior) should have two opportunities to solve the grievance, first informally and in oral discussion, and second, formally based on the written specific grievance.

32. More than ninety per cent of the grievances submitted formally by the organization and/or in writing to the principal will be resolved at that level, without further appeal.

33. In most cases only major or serious grievances will be appealed beyond the first step.

HYPOTHESIS G

The grievance procedure should include a step with the board of education hearing and acting on the grievance.

PROPOSITIONS

34. The board of education should delegate its role in grievance procedure and not, in any way, become directly involved as a grievance step.

35. The entire board of education should participate in the board level hearing and action.

36. The board of education would be represented by a committee in the board grievance hearing.

37. The board of education should delegate its "hearing" role to an outside agent for "advisory" arbitration.
HYPOTHESIS H

The grievance procedures should include binding arbitration as the final step.

PROPOSITIONS

38. The board of education should make the final binding ruling on a grievance.

39. The decision of the board of education may be appealed to a third party who would make an advisory recommendation to the board.

40. Binding third party arbitration should be the final step.

41. Binding arbitration should be permitted, provided it is within the educational structure of the State Office of Public Instruction.
## APPENDIX D

The following is the list of the 40 educators interviewed, using the 41 propositions listed in Appendix C.

<table>
<thead>
<tr>
<th>SCHOOL DISTRICT</th>
<th>ADMINISTRATOR</th>
<th>TEACHER REPRESENTATIVE</th>
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</thead>
<tbody>
<tr>
<td>Arlington Heights Elementary Schools</td>
<td>Dr. Donald Strong, Superintendent</td>
<td>Jack Walker, President</td>
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<tr>
<td>Arlington Heights, Illinois</td>
<td>Dr. Donald Strong, Superintendent</td>
<td>Arlington Heights Teachers' Association</td>
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<tr>
<td>Enrollment: 9,979</td>
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<td>Contract: 1 year</td>
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<td>Maywood Elementary Schools District 89</td>
<td>William Frazser, Principal</td>
<td>Robert Breving, Irving Building Representative now</td>
</tr>
<tr>
<td>Maywood, Illinois</td>
<td>William Frazser, Principal</td>
<td>Robert Breving, Irving Building Representative now</td>
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<td>Enrollment: 6,489</td>
<td>Irving School</td>
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<td>Contract: 3 years</td>
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<td></td>
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<td>South Stickney Elementary Schools - District 111</td>
<td>Virgil Wheatley, Superintendent</td>
<td>Charles Kuster, Past President South Stickney Teachers' Union</td>
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<tr>
<td>Burbank, Illinois</td>
<td>Virgil Wheatley, Superintendent</td>
<td>Charles Kuster, Past President South Stickney Teachers' Union</td>
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<td>Enrollment: 6,228</td>
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<td>Contract: 4 years</td>
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<td>Blue Island Elementary Schools - District 130</td>
<td>Everett Kerr, Superintendent</td>
<td>Samuel Franklin, President Blue Island Education Association</td>
</tr>
<tr>
<td>Blue Island, Illinois</td>
<td>Everett Kerr, Superintendent</td>
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<tr>
<td>Enrollment: 3,717</td>
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<td>Contract: 3 years</td>
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<td>Posen-Robbins Elementary Schools - District 143 ½</td>
<td>Dr. Earl Schuur, Superintendent</td>
<td>William McIntosh, President Posen-Robbins Teachers' Union</td>
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<tr>
<td>Posen, Illinois</td>
<td>Dr. Earl Schuur, Superintendent</td>
<td>William McIntosh, President Posen-Robbins Teachers' Union</td>
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<tr>
<td>Enrollment: 2,727</td>
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<td>Contract: 6 years</td>
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<tr>
<td>West Harvey Elementary Schools District 147</td>
<td>Lucille Williams, Acting Superintendent</td>
<td>James Peeples, President Local 1698</td>
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<tr>
<td>Harvey, Illinois</td>
<td>Lucille Williams, Acting Superintendent</td>
<td>James Peeples, President Local 1698</td>
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<tr>
<td>Enrollment: 2,992</td>
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<tr>
<td>Contract: 4 years</td>
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207
Dolton Elementary Schools
District 149
Dolton, Illinois
Enrollment: 3,811
Agreement: 4 years

Park Forest Elementary Schools - District 163
Park Forest, Illinois
Enrollment: 4,557
Contract: 2 years

East Chicago Heights Elementary Schools
District 169
East Chicago Heights, Illinois
Enrollment: 1,737
Contract: 4 years

Chicago Heights Elementary Schools - District 170
Chicago Heights, Illinois
Enrollment: 4,945
Contract: 2 years

Morton High Schools
District 201
Berwyn, Illinois
Enrollment: 6,823
Contract: 3 years

Leyden High School
District 212
Franklin Park, Illinois
Enrollment: 4,428
Contract: 5 years

Thornton Fractional High School, District 215
Calumet City - Lansing
Illinois
Enrollment: 3,840
Contract: 4 years

Dr. James Albert
Superintendent
Viola Goetter
President
Classroom Teachers Association of District 149

Ivan Baker
Superintendent
Ardath Meeden
President
Teachers' Federation of Park Forest Local 1403

Mac Byrom
Acting Superintendent
Robert McCullough
Building Representative - East Chicago Heights Federation of Teachers, Local 1391

Franklin Richards
Superintendent
Faye Reynolds
Past President
Chicago Heights Federation of Teachers, Local 1260

Dr. James Moon
Superintendent
Norm Simone
President
Morton Federation of Teachers

Dr. Herschel Rowe
Assistant Superintendent
Ralph Schuler,
President West Suburban Teachers' Union, Local 571

Aitken Young
Assistant Superintendent
Larry St. John
Thornton Fractional Teachers' Federation Grievance Chairman Local 683
Eisenhower-Richards High Schools - District 218  
Worth Township, Illinois  
Enrollment: 6,805  
Contract: 1 year

Miles High School  
District 219  
Skokie, Illinois  
Enrollment: 8,064  
Contract: 6 years

Chicago Public Schools  
Chicago, Illinois  
Enrollment: 562,000  
Contract: 4 years

Cook County

Prairie Junior College  
District 515  
Chicago Heights, Illinois  
Enrollment: 3,617  
Contract: 2 years

Chicago Junior College  
District 508  
Chicago, Illinois  
Enrollment: 39,000  
Contract: 4 years

Dr. James Miller  
Assistant Superintendent

Roy Tyler  
Personnel Administrator

Richard Wren  
Personnel Administrator  
Employee Relations

George Treizenburg  
Principal  
Fenger High School

Dr. George Gilluly  
First Assistant County Superintendent

Richard Jensen  
Dean of Administration

Turner Trimble  
Vice Chancellor

Carolyn DeBrower  
President  
District 218 Teachers' Association

William Paulson  
Vice President  
Miles Township Federation of Teachers, Local 1274

Edwin Powell  
Field Representative  
Chicago Teachers' Union

E. Robert Olson  
Area Vice President  
Chicago Teachers' Union

Theodore Sanders  
Field Representative  
Illinois Education Association

William Patton  
Grievance Chairman

Norman Swenson  
President  
Chicago Junior College Teachers' Union
Appendix E

BOARD OF EDUCATION

RECORD OF ABSENCE

Name of Staff Member     Miss R.     School

Date(s) of absence     September 2,

Reason for absence (check one)

___ personal illness
___ illness in immediate family
___ death in immediate family
___ personal business
___ other, please specify ____________________________

______________________________

Sept. 5

(signature) date
Appendix F

CASE I

COUNCIL, LOCAL

AMERICAN FEDERATION OF TEACHERS

Name __________________________ Date ________________

Address __________________________ School ________

Home Phone ________________________ Grade Level ______

I. Violation of contract:

   Article VI Section II Page 13

II. Parties involved in violation of contract:

   Teacher filing grievance Principal
   Other teacher or teachers Other Administrators
   Others Board of Education

III. Statement of Grievance (as briefly as possible):

   Pay deduction for business day taken. Contract and business days were
   in effect at the time.

IV. Suggestions for Amicable Solution:

   Payment of wages.

Teacher filing grievance __________________________

A.F.T. building representative ________________________

A.F.T. Grievance committee President Council
   co-chairman Local ______

V. Summary:

   1. Steps Taken:
   2. Subsequent action:
   3. Solution:

   211
Appendix G
CASE I

To: Grievance Committee
Date: October 27

From: Assistant Supt. - Personnel
Place: __________________________

Subject: Grievance Over Not Allowing Personal Business Days Before and After Holidays and Vacations
Reference: _______________________

The following letter is sent to you to state the position of the administration on the above subject. The decision was based on the following points:

1. At no time during negotiations of the contract was it discussed that the use of personal business days might be used before and after holidays and vacations. The intent of the personal business day was to allow time for business that cannot be conducted at a time not in conflict with the employee's regular school day.

2. Article VI, Section 2, specifically outlines the procedure for applying for personal business leave. The only time that deviation from this procedure is permitted is an emergency over which he or she has no control. It is the firm belief of the administration that planning travel time would not fall under this category, since an individual does have control in scheduling enough time for travel to allow for emergencies which might occur enroute.

3. There is a question in a case of these grievances whether the people had not fulfilled one day of our contract in order to receive the benefits. In other words they were asking for benefits before they had met the commitment of the school year.

4. If these days were allowed, then the other 235 faculty members would have the same option and this would make it very difficult to plan for the opening and closing of school prior to a holiday or vacation.

cc: Superintendent
Appendix H

CASE I

To Co-chairman Grievance Committee

From Superintendent

Subject Grievances dated September 19

Date December 12,
Place Central Office
Reference

I met with you and discussed the grievances of Miss P., Miss R. and Mrs. Q. and reiterated the information included in the assistant superintendent's letter of October 27, to the grievance committee.

We are of the opinion that the final interpretation of this part of the contract should be made by the Board of Education; therefore, I recommend that the grievances be continued to the third step of the Grievance Procedure.

Superintendent

cc: Miss P.
Miss R.
Mrs. Q.
Appendix I

CASE 1

December 12

Secretary
School Board

Dear Sir:

According to the Grievance Procedure, Article, III, Section 4, page 9, any Grievance not solved to the satisfaction of the faculty, may be pursued to a hearing before the Board of Education.

We have three major Grievances, one of which contains many individual Grievances.

I.

Three teachers were not able to attend school the first day of the current school year. Their plane flight was late in leaving Europe; therefore these teachers arrived in the States too late for school. They had made arrangements for their return trip, and their flight was to arrived here the day before school started at 3:00 p.m.

Since the delay was not of their doing, they could not correct this schedule. They had called in, and had requested a Business Day, but instead were "docked" one day's pay.

They would like to be reimbursed for that Business Day.

Union Grievance Committee
Appendix J

CASE I

December 30,

To: All Board Members

From: ________________ President

Subject: Special Meeting

This is to notify you that there will be a Special Meeting of the Board of Education of ________________ on Monday, January 5, at 7:30 P.M. at the Administration Building, ________________, to discuss and take action on the following:

1. Grievance Hearings.

2. ____________

__________________________
President -- Board of Education

__________________________ School District
A SPECIAL MEETING of the Board of Education of School District Illinois, was held Monday, January 5, at the Administration Building.

MEETING CALLED TO ORDER

The meeting was called to order by the President at 7:45 P.M.

ROLL CALL

Upon roll call by the Secretary, the following members were found to be present:

Present: 
Absent: 
Also Present: Superintendent, Assistant Superintendent, Assistant Superintendent; Business Manager, Director of Buildings & Grounds and the following teachers: Miss R., Grievance Committee & others

GRIEVANCE HEARINGS

The Board discussed the grievances of Miss P., Miss R., and Mrs. Q. with Miss P. and Miss R. and the Union Grievance Committee.

The Board went to Executive Session at 8:01 p.m. and reconvened at 8:15 p.m.

It was moved by ____, seconded by ____ , that the third stage of the grievances of Miss P., Miss R., and Mrs. Q., be resolved and they shall not be paid as a business day for September 2.

ROLL CALL

Ayes: 5
Nays: 0

Motion Carried.
Dear Sir:

According to the Grievance Procedure, Article III, Section 5, page 9, any Grievance not resolved to the satisfaction of the Union, may be pursued to the fourth and final stage: Binding Arbitration.

On January 5th, our Grievance Committee met with the Board of Education to discuss several Grievances.

Because we received a negative vote by the Board of Education, we should like to pursue the following Grievances to the final stage.

I. Grievance filed by Miss P., Miss R. and Mrs. Q. concerning a Business Day; Article VI, Section 2, page 13.

II. 

Sincerely yours,

Chairman
Union Grievance Committee
Appendix M

CASE I

Minutes of the School Board Special Meeting February 18.

A SPECIAL MEETING of the Board of Education of School District, Illinois, was held on Wednesday, February 18, at the Administration Building.

MEETING CALLED TO ORDER

The President called the meeting to order at 7:43 p.m.

ROLL CALL

Upon roll call by the Secretary, the following members were found to be present:

Present: ____________________________
Absent: ____________________________
Also Present: Superintendent, Director of Buildings & Grounds; Business Manager and Architect

DISCUSSION OF ARBITRATION FOR GRIEVANCES

Arbitrator was agreeable to the Board and the Union. The Board decided a court reporter would not be necessary.
Appendix N
CASE I

In the Matter of Arbitration Between:

THE BOARD OF EDUCATION
School District
Illinois

and

THE TEACHERS UNION
LOCAL

ARBITRATION AWARD
PERSONAL BUSINESS
DAYS GRIEVANCE

A.M.
Impartial Arbitrator

APPEARANCES:

For the Union

_________________________ Attorney
_________________________ President, Local
_________________________ Co-Grievance Chairman
_________________________ Co-Grievance Chairman
Miss R. Grievant

For the School District:

_________________________ Attorney
_________________________ Superintendent

STATEMENT

The Parties were unable to reach a mutually satisfactory settlement of certain grievances and therefore submitted the matters to arbitration pursuant to the terms of their Labor Agreement.

A hearing was held in _________ on March 21. At this hearing the parties were afforded an opportunity to present oral and written evidence, to examine and cross-examine witnesses and to make such arguments as were deemed pertinent.

At the close of the evidence both the Union and the School District made an oral summation.
Based upon the evidence and arguments presented, the Arbitrator finds the issue to be as follows:

Did the Board of Education, violate the Labor Agreement when it refused to pay the Grievants as a business day for Tuesday, September 2? If so, what shall the remedy be?

**DISCUSSION AND DECISION**

Essentially, the subject matter of this Arbitration was the interpretation and application of the following provision in the Labor Agreement:

**ARTICLE VI LEAVES**

**SICK DAYS AND BUSINESS DAYS**

"Section 2. Teachers shall be allowed an additional two (2) days per year of non-cumulative personal leave for business purposes or religious observance. They shall suffer no loss in pay nor shall they lose any of their accumulative sick leave. The principal of the school shall be notified one (1) day in advance by the teacher applying for personal business leave. In case of an emergency, the teacher may phone that he will be absent. Personal business is defined as any business that cannot be conducted at a time not in conflict with the employee's regular school day, an emergency over which he has no control which requires immediate attention, and the observance of religious obligations...."

The evidence established that the three Grievants, Miss P., Miss R., and Mrs. Q. were teachers in the School District and traveled overseas during the Summer. Miss R. and Miss P. left for Europe after having taught the first part of the Summer; however, all three teachers were part of a charter flight which was scheduled for arrival at the Airport at 6:00 p.m. on Monday, September 1, the Labor Day holiday.

Grievant R. testified that the charter party, including the aggrieved, arrived at the airport in Europe at about 9:00 a.m. on the morning of their scheduled departure and were advised of an initial delay of a few hours as the Grievant's plane was late in arriving from New York. Miss R. further stated that at no time were they told just how long they would be waiting and it was not until 3:00 a.m. on the next day that they finally departed.

Having arrived in New York, the charter party was again delayed and it
CASE I

wasn't until 1:00 p.m. on Tuesday, September 2, that they finally deplaned at the local terminal. This was the first day of the school calendar, and, because of the unexpected delays, the aggrieved missed this entire day, including 2 hours of pupil class exposure time which were scheduled.

Miss R. stated that on the morning of September 2, friends and/or relatives of the aggrieved notified the school district of the unforeseen delay in the flights and this was not controverted by the testimony of the school superintendent.

A few days later on or about September 5, the aggrieved executed the school board's Record of Absence form and described the reason for the absence as "Personal Business" or "Emergency Personal Business." As indicated on the form itself, the aggrieved submitted the above information upon their "return from absence."

Three separate grievances were thereafter filed on September 19, when each of the aggrieved was "docked" a full day's pay for the September 2 absence. The school board thereafter discussed and denied their grievances at a special meeting on January 5, and on January 9, the union advised the school board that the matter was to be submitted to arbitration.

At the arbitration, the union essentially contended that the grievants were entitled to have had September 2 allowed as personal leave under Article VI, Section 2; that the grievants were involved in an emergency over which they had no control; that, but for the said delays in Europe and New York, they would have been in school on September 2, as scheduled; and that as their contractual rights were violated, they must be made whole for all monies lost.

The school district, on the other hand, contended that at no time were teachers allowed personal leave on days immediately preceding or following vacations or at the beginning or closing days of school; that this labor agreement was negotiated with the union; that as Article VI, Section 2 dealt with "business days" the grievant's personal "pleasure" trip was not covered therein; that under Article X, Section 2, the board's policy, alluded to above, was incorporated into the labor agreement and was made a part thereof; and that under the facts, as the grievants were not entitled to the benefits provided for in Article VI, Section 2, their grievances lack merit and must be denied in their entirety.

Having analyzed the evidence and arguments presented, the arbitrator finds that he is unable to accept the school district's position in this case and for the following reasons. It should be noted at the outset that because the matter in controversy concerned the interpretation or application of Article VI, Section 2, the generally accepted rules of Contract Law applied. In addition, the parties in Article III, Grievance Procedure, Section 5, stated that ".....The jurisdiction of the arbitrator shall be expressly limited to disputes involving the application of the agreement, the construction or interpretation
of this agreement and the application of existing board policy. Within his jurisdiction, the decision of the arbitrator shall be binding on the parties. The arbitrator shall have no authority to add to, delete from, or change the terms of this agreement....."

Accordingly, having applied the rules of contract interpretation to the facts presented and after considering the parties' limitation on the arbitrator's authority, the arbitrator finds that the incident in question was an "emergency" over which the grievants had no control and that in this case, they should have been allowed September 2, as one of the two days of non-cumulative personal leave for business purposes under Article VI, Section 2.

As set out above, the school district's primary position was that the disputed absence was not a "business day" under Article VI, Section 2 and that the board's policy and practice against the payment sought herein, was controlling.

The arbitrator finds however, that the word "business" means more than "court appearances," "real estate transactions," "jury duty," or certain "bereavement" days as argued by the school district. Indeed, the term "business" has no definite or legal meaning and includes more than commerce, trade, occupation or profession, enterprise and industry. For example, "business" may also include individual activity which is not dependent on profitability. In any event, the parties themselves have defined the terms "Personal Business" and this definition was controlling and nowhere in Article VI, Section 2 does it indicate the word "business" was to have meant what the school district claims; that is, essentially commerce or trade or other types of civic or private responsibilities.

In this case, through no fault of their own, the grievants experienced a long and unexpected delay on their return flight from Europe and this, the arbitrator finds was an "emergency" over which they had no control and one which fell within the meaning of "Personal Business" under Article VI, Section 2.

Although the school district vigorously argued that the long standing board policy and practice was that leaves for personal business were never granted on days immediately preceding or following vacations or at the beginning or closing days of school, the evidence indicated that said board policy itself allowed for an exception in cases of most urgent emergency; that the alleged policy and practice was not applied without any deviation; and that the policy was unilaterally adopted by the board before the execution of the labor agreement.

The record further showed that during the course of negotiations leading to the execution of the current labor agreement, the board proposed its February 25, 1966 policy for Article VI, Section 2 and this proposal was rejected by the union. At the same time, the board rejected the union's
CASE I

A proposal which sought five (5) days of personal leave for which the teachers would have to give no reason.

Therefore, Article VI, Section 2, the agreed upon language was essentially a compromise but more importantly it did not include the board's 1966 policy statement of definition and limitation on when such "Personal Business" days as defined therein could be taken.

It is the agreed upon contractual language of Article VI, Section 2 which is controlling and dispositive of the issue and when coupled with the fact that the alleged 1966 board policy and practice was not applied without deviation, the arbitrator may reasonably conclude that the grievants' rights were violated when they were denied payment for September 2, as they were entitled to such pay and personal business leave within the meaning of the "emergency" clause in said Section 2.

As to the adequacy of notice raised by the school district, the arbitrator finds that notice was given on the morning of September 2; that although no phone call or cable was dispatched from Europe, there was no evidence, given the time differential between Europe and Illinois, that any member of the school district's administration was present and available to have received any notice of the delay any earlier than that actually given on September 2; that the grievants did not know and were not told exactly how long the delay was to be extended; that they reasonably assumed it would be short; that the board's absence form was filled out upon their return to school as provided therein; and that under all the circumstances of this case, the school district was properly notified of the grievants' absence.

Accordingly, the arbitrator finds that but for the unexpected delays which occurred, the grievants would have been present in school on September 2; that they neither caused nor contributed to the delays in question; that in this case the grievants did not abuse their rights granted under Article VI, Section 2; that the incident involved herein was an emergency over which they had no control; that September 2 should have been allowed as one of the two days of personal leave for business purposes under Article VI, Section 2 and that when they were not paid for the day on which they absented themselves from class, their contractual rights were violated and that therefore their grievance must be sustained.
CASE I

AWARD

The Board of Education, School District violated the labor agreement when it refused to pay the grievants as a business day for Tuesday, September 2. They shall be reimbursed for all monies lost and September 2 shall be considered as one of their days off for personal leave for business under Article VI, Section 2.

To the extent above, the grievances of Miss P., Miss R., and Mrs. Q., are granted.

________________________
Arbitrator

Dated at __________, Illinois
this ______ day of April.
Appendix 0

CASE II

September 29

To: Principal

From: Grievance Committee Chairman

Dear Sir:

On Tuesday, September 22, Grievant, Principal, Grievance Committee Chairman, and Grievance committee met for approximately one hour to discuss the matter of Grievant's complaint concerning the filling of two counseling vacancies over the summer. The first vacancy was created in July and the second in August.

A point of contention arose during the meeting concerning the August vacancy. The Department Chairman asserts that he verbally informed grievant of this vacancy on August 14th. Grievant contends that the information given and the means of communication were, respectively, inadequate and unprofessional.

There is no question about the knowledge Grievant possessed regarding the July vacancy. He did not know about it. It is interesting to speculate as to what method (if any) would have been used to inform grievant of the second vacancy had he not incidentally stopped at the high school in mid-August.

More than a few individuals were aware of the Grievant's wish to become a full-time counselor, and of his understanding that he would be given a chance to apply for such a position. If, for any reason the Grievant was not adequately performing in his new role as counselor, then he should have been informed of this and given the chance to improve. If his performance was satisfactory or better, then he should have had more than half a chance to apply for the vacancies that occurred.

The administrative personnel in the school district can improve their relationship with the staff by insuring that similar circumstances do not occur.

Grievance Committee Chairman
CASE II

September 29

The Grievance Committee specifically recommends the following:

That non-tenure counselors be formally evaluated according to the basic provisions of the contract (under which all other non-tenure teachers are evaluated).

That improved communication be facilitated between department chairman and department members over matters of policy.

That a contractual provision be enacted which will provide a means of informing teachers of vacancies which occur over the summer.

The grievant does not wish, at this point in time, to inconvenience any other faculty member by suggesting that there be changes made in personnel assignments. The basic issues raised in this complaint will be resolved when the above suggestions have been implemented.

Sincerely,

Chairman
Grievance Committee
Appendix P

CASE III

September 21

To: Principal
From: Teacher Grievant

Contractual Agreement between the Board of Education and the Teachers' Organization, Section VI, Salary Provisions, Article "L" states:

2. "A flat increment of $500.00 will be paid to any teacher participating in the vocational program and will be paid to any future employee who is fully qualified."

There may be some question as to the meaning of the word "fully". However, I teach the same courses at the high school that the other teacher teaches and we both meet the same instructional requirements. I am informed that he received the $500.00 compensation. I did not. I believe that if one of us is entitled to this compensation the other one is also. Furthermore, if I am qualified to the extent that the school receives reimbursement from the state for my work, I should be qualified to receive the $500 compensation.

I believe that I am justified in my request and ask that the school district pay me the $500.00 vocational payment for the school year.

In the event that the program is continued for the next school year I will expect reimbursement equal to that received by other staff members doing the same work and meeting the same requirements.

Thank you.

Grievant
Appendix Q

CASE III

September 24,

To: Superintendent
From: Principal

Date: September 24,
Time: 2:00 P.M.
Place: Room #220 - Principal's Office
SUBJECT: Grievance

The meeting took place at the above specified date and time, those present: principal, assistant principal, grievance chairman, grievant, vocational coordinator.

Grievant feels he is being discriminated against on the basis that he did not receive vocational pay for the 1969-70 school year, and others doing the same job received vocational pay.

Reason given to the grievant for not receiving vocational pay was that he did not meet the 2000 hours working experience in the specialty taught. This is "point three" of a directive given to me by the assistant superintendent, the directive is dated January 28. Since grievance was not resolved at Step II, it is ready to proceed to Step III.

Principal

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reimbursement and compensation,

an evaluation of the qualifications of those who were (or might have been) eligible for vocational pay during the past school year.

We await your suggestion for a meeting date.

Chairman, Grievance Committee
Appendix R

CASE III

September 26

To: Superintendent

From: Grievance Committee Chairman

Dear Sir:

On Wednesday, September 23, grievant and principal met informally to discuss grievant's request for vocational pay for the past school year. No union representatives were present as we had not been requested to be at the meeting.

Grievant subsequently filed a formal grievance for this pay (see attached sheet), and on Thursday, September 24, a second meeting was held. The questions raised by this grievance are:

1. does the school district receive a state reimbursement for students (and/or classes) whose teacher is not considered qualified to receive extra vocational compensation,

2. does the district receive reimbursement for the classes which the grievant teaches,

3. what are the specific standards (state and district) which a teacher must meet in order to receive vocational compensation,

4. are the specific qualifications for which teachers have been given credit "reasonable" in the sense of their being coincidental with the broad, general outlines of state standards,

5. were teachers' qualifications evaluated uniformly and equally?

In order to answer these questions we are requesting a meeting with the Superintendent at the third level of the grievance procedure (see page 25 of the latest contract).

As none of the participants in the grievance has been directly involved with either the initiation or the implementation of the vocational program, we feel that the questions suggest the following procedures:

A review of the specific state and district standards for
MEMORANDUM

From: Superintendent

Re. Grievance of vocational teacher at the third step.

Written communications from Grievant, Principal and Grievance Chairman indicated to me that the grievance procedure up to step 3 had been compiled with according to the contract and had not been resolved through step 2.

Persons in attendance were: Grievant, Grievance Chairman, Grievance Committee, assistant superintendent and superintendent.

The grievant's claim specifically was for not receiving vocational pay in the amount of $500 for the past school year.

Grievance Chairman's written communication listed five (5) specific questions that the grievance raised. The answers to questions 1 and 2 were answered yes by me. Question #3 was answered from a written communication to Personnel Committee and Board from previous superintendent with an attached sheet containing item headings Instructor Qualifications and Compensation. Question #4 was answered yes with respect to the broad latitudes given a superintendent of schools to determine qualifications.

Question #5 was answered that I must assume that the superintendent or his delegated representative did in fact evaluate qualifications uniformly and equally.

In the absence of knowledge of how the decision was made and the impossibility of reconstructing a basis on which the decision not to pay grievant $500 for vocational pay was made, I have no alternative but to deny the request and assume the grievant was not fully qualified and therefore was not recommended for vocational pay.

Superintendent
Appendix T

CASE III

October 19,

To: Superintendent

From: Chairman Grievance Committee

Dear Sir:

The grievant does not wish to pursue his grievance any further at present. His reason, basically, is that because he is just one of a number of teachers who would be effected by a decision in this matter, he feels that action by that group should take precedence over a grievance passed by one individual.

The grievance itself hinges upon an interpretation of the contract. Specifically, it hinges on the question of whether or not there was a coincidence of state and district standards for reimbursement for the past school year.

The last contract states, in seemingly unambiguous terms, that any teacher participating in the vocational program who is fully qualified shall be compensated. (See Sect. VI, Article L par. 2). Part of the confusion surrounding this issue arises because of the tacit contractual implication which has reference to the original agreement for vocational pay (implemented during the former school year). The grievant was not eligible, and therefore did not apply for vocational pay under the provisions of this original agreement.

In September of last year the state established a new, different set of standards of teacher qualifications for a district's reimbursement. At this point further complications arise, for the grievant is apparently, without exception, fully qualified under the changed state standards. (Hence, the impeccable logic of this grievance). The confusion lies in the fact that while the new state standards were never implemented as a basis for compensating teachers, they were implemented by the district as a basis for broadening the context under which the district received state reimbursement (i.e., more money).

We would make a number of specific suggestions which would be necessary for the future implementation of the vocational program:

The specific bases for vocational pay (for teachers) should be unequivocally established in the contract (and if these standards should be different from state standards, this fact should be explicitly noted),
any changes in state standards for district reimbursement shall be made immediately available (as information) to all interested parties and shall have begun to be negotiated as a contractual change (if such a change is indicated) within the limits of a certain prescribed time period,

a formal record of the qualifications of teachers being compensated shall be kept. This record shall specifically designate the manner in which a given teacher meets established state and/or district standards, and shall serve as a basis for determining equity in cases of grievance,

under any program which allows a local chief school administrator wide discretionary powers in awarding or withholding compensation, there should be safeguards against the arbitrary, capricious, or unwise use of this power. The right of grievance to rectify error should be a necessary component of any future program.

Chairman,
Grievance Committee
Appendix U

CASE IV

March 26,

To: Assistant Superintendent

From: Union Grievance Committee Chairman

The High School Federation of Teachers hereby files a grievance with regards to a violation of its contract with the Board of Education.

According to the Preamble of said contract, the agreement was made "for the purpose of setting wages and rules and regulations covering working conditions of the professional bargaining unit defined herein." In Article I, Section 1, the bargaining unit is defined as all classroom teachers, guidance counselors, librarians, and deans.

It has come to our knowledge, that department chairmen have made application to teach in the Summer School program (this coming summer) at the high school. According to the contract, Article II, Section 15 b, regular teaching personnel will be given preference over other applicants. The "Letter of Intent," dated October 15, two years ago, clearly excludes department chairmen as regular, normal teaching personnel. We have been informed by the administration that when the selection of teachers for summer school is made, department chairmen will be afforded the same opportunities as the regular teaching personnel.

It is not our intent to deny anyone proper employment, but when the applications are acted upon by the Administration and the Board of Education,
CASE IV

March 26,

we fully expect that the regular teaching personnel will be given preference to such positions over other applicants. The opinion of the administration seems to be in opposition to our contract, so we are thus filing this grievance.

Union Grievance Committee Chairman
Appendix V

CASE IV

April 9,

To: Union Grievance Committee Chairman

From: Assistant Superintendent

Sir:

It is my feeling that your reference to regular teaching personnel, meaning teachers as opposed to administrators or department chairman, to be an incorrect interpretation.

The Letter of Intent used as a basis for your grievance does not "clearly exclude department chairmen as regular, normal teaching personnel" as you have stated.

Section II of the Letter of Intent only excludes all department heads at the high school from the negotiation unit represented by the Union. This same section also makes reference to the regularly scheduled teaching activities of department heads, which would be an indication of their status on the high school staff.

We have agreed to give our teachers preference over non district teachers when filling summer school positions.

Sincerely,

Assistant Superintendent
To: Superintendent of Schools  
From: Union Grievance Committee Chairman  

Dear Sir:  

I do not feel my grievance regarding Department Chairmen and Summer School Positions has been satisfactorily settled. I wish to proceed to the (4th) fourth step of the grievance procedure.  

I do not request an oral hearing with the Board of Education and the Grievance Committee does not wish to add a written brief to the original grievance dated March 26,.....

Sincerely,

Union Grievance Committee Chairman
CASE IV

AMERICAN ARBITRATION ASSOCIATION

Board of Education
and
High School Federation of Teachers

The parties selected the Arbitrator from a list supplied by American Arbitration Association, in accordance with the procedures prescribed in Article IX, Section 3, of their 19__ agreement.

Hearing was held in the High School, June,....

Appearances:

For the Union:

Field Director
Chief Negotiator, High School Teachers
President Local Teachers Union

For the Board:

Superintendent
Assistant Superintendent

The matter was presented orally, with exhibits, and the record was closed at the conclusion of the hearing.

The Issue

As a stipulation, the parties presented the following question and answer as part of Joint Exhibit 2:
Appendix X

CASE IV

AMERICAN ARBITRATION ASSOCIATION, Administrator

Voluntary Labor Arbitration Tribunal

In the Matter of the Arbitration between

Board of Education
and
High School Federation of Teachers

Award of Arbitrator

The Undersigned Arbitrator, having been designated in accordance with the Arbitration Agreement entered into by the above-named Parties, and dated June 23, and having been duly sworn and having duly heard the proofs and allegations of the Parties, Award, as follows:

The Union's request that department chairmen be denied teaching assignments in summer school is dismissed, as per the above opinion and findings.

Arbitrator
CASE IV

"QUESTION: Should department chairmen be given teaching assignments in summer school?"

"The Union feels that since department chairmen are essentially supervisory and not teachers as indicated in letter of intent of October 15, regular teachers should be given preference over department chairmen in assignments to the summer school staff."

"ANSWER: In regards to the question above, it is the opinion of the administrative staff that department chairmen should have the same rights and opportunities for summer employment that are accorded to regular teachers. The 'letter of intent,' written on October 15, which indicates that 'it is the present intention of the Board and administration to progressively reduce the regularly scheduled teaching activities of department heads' applies only to the regular school year. Precedent has been set both in summer driver education, and summer swim programs establishing the rights of department chairmen to hold summer teaching positions."

Background

Most of the basic facts in this case are not in dispute. The parties negotiated their first one-year agreement two years ago. During the following summer, at least one department head filled a teaching assignment. The second contract became effective November of last year, and had an expiration date of June 15, this year, with the final stipulation that:

"This Agreement shall remain in full force and effect during the period of negotiations."

Currently a new agreement for this coming year is being negotiated and the present summer session is beginning. The Union is insisting that, since the Board demanded and got in the earlier agreements a provision which excludes department heads from the bargaining unit, on the ground that they are essentially supervisory personnel, and not "regular teaching personnel," the department chairmen are not entitled to priority in the matter of summer
Pertinent Provisions of the Agreement

The Union first called to the Arbitrator's attention Article II, Section 15, a and b, and especially b(3), which follows:

"15. Notification of Teaching Positions and Opportunities."

"a. Teaching staff positions to be filled for the coming school year shall be published to the faculty by posting a written notice and list of such positions as determination of opening permits."

"If such positions are or become available after the close of the school in June and before the opening in September, such positions shall be publicized by mailing a copy of such a list to the Union and posting such list in teachers' lounges."

"b. Summer School notification and recruitment shall be as follows:"

"1) Summer School contracts shall be issued as soon as enrollment determines the need."

"2) Teachers desiring employment in the Summer School program will submit applications on forms supplied by the administration on or before April 1."

"3) Regular teaching personnel who plan to return to the district in September shall be given preference over other applicants."

"4) When selecting teachers for summer school session, the administration will consider such factors as seniority, qualifications, and previous Summer School service." (Emphasis added.)

As further evidence that department heads are excluded from the ranks of regular teaching staff, Section 20 of Article II is cited:

"Teachers' preferences regarding assignment of classrooms and other building facilities and assignment of courses and subjects to be taught should be communicated to Department Heads and/or other appropriate administrators and will be honored insofar as possible consistent with the best interests of the students and the total educational program, and the qualifications and length of service of teachers involved. It is recognized that as a result of the complexity of issues involved,
CASE IV

administrative decisions in these matters cannot be subject to arbitration."

The Union also relies on a letter of understanding addressed to the Local Union under date of September 12, two years ago, while negotiations which led to that year's agreement were in progress. This letter was signed by the Superintendent and the President of the Board of Education of the School District. The pertinent Section 2 reads as follows:

"As has been noted in negotiations, all department heads at the high school presently exercise significant administrative and supervisory responsibilities and are, thus, to be excluded from the negotiation unit represented by the Union. The Board and administration wish to note formally that, with three exceptions, all department heads are now spending less than half of their time in activities called for in the normal, regular teaching day. As soon as enrollment and departmental growth warrant, it is the present intention of the Board and Administration to progressively reduce the regularly scheduled teaching activities of the three department heads who are now exceptions, looking toward their spending one-half or less of their time in duties appropriate to the regular, normal teaching day. In general, it is the intention of the Board and the administration, over time, to progressively reduce the teaching schedule of all department heads as conditions warrant and employ them increasingly in coordinative, directive, supervisory, and administrative duties and responsibilities."

(Emphasis added.)

It is agreed that the earlier steps of the grievance procedure have been followed and that the issue is now properly before the arbitrator at the fifth step.
CASE IV

We sympathize with the Union's desire to obtain preferential treatment for its regular members, and other teaching personnel who are eligible to become members, but have not yet joined the Union. The Union is authorized to bargain for "all classroom teachers, guidance counselors, librarians, and deans on matters of wages and working conditions." And it has negotiated specific language regarding summer session assignments, and the specific rate of pay for summer school teaching. However, neither the language of Article II, or that of the so-called "Letter of Intent," clearly excludes department chairmen as teaching personnel. To the contrary, as noted in Assistant Superintendent's letter of April 9, the same Section 2 of the Letter of Intent, which excludes department heads from the bargaining unit also makes reference to the regular scheduled teaching activities of department heads of the high school staff.

The teachers are given preference over those from other schools in the matter of summer assignments. But no language in the collective bargaining agreement, or the letter of intent, excludes department heads from summer teaching assignments.

It is well-established principle in the arbitration of disputes arising under collective bargaining agreements that the Arbitrator is limited to the interpretation of the language which the parties have hammered out in their negotiations. He cannot add to, subtract from, or alter in any way the terms of the agreement which he is authorized by the parties to interpret.

It is also a well-established principle that management has absolute authority in all matters pertaining to the direction of personnel except those...
CASE IV

It is also a well-established principle that management has absolute authority in all matters pertaining to the direction of personnel except those which have been limited by public law, or those surrendered at the bargaining table and specifically spelled out in the collective bargaining agreement (Illinois Bell Tel. Co., 15 LA 274, Arbitrator Pearce Davis, 1950).

In short, since the Union has stated that the Arbitrator might offer suggestions which might assist the parties in their current negotiations, we take the liberty of pointing out one addition which might be made to the language of Article II, Section 15, b, of the agreement. What the Union needs to exclude department heads from summer teaching assignments is a further subparagraph under Section 15, b, as follows:

"5) Those excluded from the bargaining unit as administrative and supervisory personnel shall not be eligible for Summer School assignments as regular teachers."

But as we have indicated above, the Arbitrator has no authority to order such a change in his award. The present request of the Union must, therefore, be dismissed without prejudice to the right to bargain for such a change in the new agreement.

Award

The Union's request that department chairmen be denied teaching assignments in summer school is dismissed, as per the above opinion and findings.

Arbitrator

June 23,
Appendix Y

CASE V

September 1,

To: Principal
From: Grievant

This letter will formally acknowledge my request to be appointed to the post of head basketball coach at the high school. As a certified teacher of high school physical education (men's), I, in connection with Article 32, Section 2, of the Agreement between The Board of Education and the Union, which states that physical education teachers shall be given priority in coaching positions, base the aforementioned request on the following.

a. The post of head basketball coach is now being held by a man who does not have a degree in physical education.

b. The post must be held by a man trained in all areas of physical education. He must have first aid experience in case of injury, and he must have the physical and emotional training viz., former playing and coaching experiences, needed to mold the athlete into a useful and productive adult life.

c. Having played collegiate basketball, and being a former professional athlete I feel that I have the necessary qualifications to instill into young men the vital qualities needed to become fine gentlemen and athletes.

After corresponding and meeting with the president and vice president of the union respectively, they, following a directive from the assistant superintendent, have requested that I start formalized grievance procedures as soon as possible.

I, and my union representative, will be looking forward to speaking with you on the matter in question. The union feels that I have a just grievance, and according to grievance procedures outlined in Article 3, Sections 1 thru 7 of the agreement between the board of education and the union, this letter is based on.

Sincerely yours,

Grievant
Appendix Z

CASE V

October 9,

To: President
Teachers' Union

From: District Superintendent

In accordance with collective bargaining procedures, as outlined in Section 3.1 of the current agreement, I responded to your letter of September 25, in which you called my attention to the grievance filed against the principal by holding a meeting with the parties concerned.

This meeting was held on Monday afternoon, October 2, at 2:30, in the district office, and was attended by complaining teacher, union delegate, principal, physical education supervisor, vice president of teachers' union, and the writer. Prior to this meeting, I spent a great deal of time reviewing the various aspects of the case, including some areas outside the grievance in question, yet having a direct bearing on any decision that would be made.

Weighing (1) comments made at the district grievance session; (2) conclusions drawn from personal interviews; (3) careful thought as to the intent of item 32-2 (the item in question), my decision is to support the ruling of the principal to retain the present head coach of the high school.

Specific reasons for this decision follow:

1) The present coach has been head basketball coach for the past two years. Anything relative to this collective bargaining agreement is not retroactive to appointments made prior to January 1. Since there are many coaching positions in the high schools filled by men not in the Physical Education Department, to adopt any interpretation but one of phasing out these Non-P.E. Coaches would cause undue hardship on the high school athletic program.

2) Section 32-2, as stated, is permissive in that the section states: "shall be given priority in coaching positions." The inference here is: "if any coach wants the coaching position." This is not educationally sound -- either there are valid pedagogical reasons why teams should be handled by P.E. teachers only, and no one else, or we infer that a P.E. teacher, when he is so inclined, can request a coaching position, but if such is not the case, then, someone outside the department can have the job.
CASE V

October 9,

3) Section 32-2 should not take away from the principal the right to select the person on the staff who is best qualified to coach the teams. This could conceivably be a teacher on the staff who was formerly a professional star in basketball, baseball, or football. As the principal is the administrative head of the school, then he should have the right to assign those teachers to those duties who will make the best contribution to the total school program. This is supported by Section 12 of the Board of Control ByLaws entitled, "Directing and Coaching," which states that: "the directing and coaching of any team shall be vested exclusively in members of the faculty chosen by the principal of the school." A list of suggested changes in the Board of Control regulations, dated September, 1967, continues, stating: "there shall be at least two faculty members assigned to coach any team, etc." No other revision is suggested.

Therefore, because:

1) Section 32-2, as stated, appears to be educationally unsound, and because
2) It is permissive on the part of P.E. teachers, and because
3) It appears to take away from the principal his right to assign teachers, as indicated in Section 6-13 of the Board of Education Rules and Regulations, and because
4) I feel the section should not be retroactive prior to January and because
5) The present coach, although not in the P.E. Department, has off-certificate approval from the Board of Examiners in P.E. and Coaching, and because
6) I feel the best interests of the high school can be served by retaining the present coach, I support the decision of the principal to retain the head basketball coach.

Very truly yours,

District Superintendent
Appendix AA

CASE V

November 13,

To: Union President

From: General Superintendent of Schools

The grievance filed in behalf of the physical education teacher at the high school has been reviewed in accordance with the provisions of Article 3-3 of the Agreement between the Board of Education and the Teachers Union.

On the basis of the facts presented in this case, the decision to retain the present coach as basketball coach of the high school, rendered by the District Superintendent, at level 3-2 of Article 3 of the Agreement is upheld.

The decision in this case is based on the interpretation and intent of Article 32-2. The incumbent basketball coach, served in the position prior to January 1, 1967. The provision of Article 32-2 is to be applied in filling a coaching position which may have become vacant subsequent to January 1, 1967, the effective date of the Agreement. The above interpretation of the intent of Article 32-2 can be further substantiated on the basis of the interpretation of Article 7-7. If the language of Article 7-7 is interpreted to mean that the provisions of the article as stated do not apply to teachers who were on maternity leave prior to the effective date of the Agreement, then it must necessarily follow that this interpretation would apply to Article 32-2. Therefore, the prior rights and status of the incumbent are preserved.

In addition, careful consideration has been given to the concern expressed by the teachers union, and by the grievant regarding the qualifications of the present coach to serve as the basketball coach. Documents field with the Board of Examiners substantiate the fact that the incumbent does have the necessary qualifications to teach physical education classes.

Therefore, based on the intent and interpretation of Article 32-2 and in the best interests of the students, the community and the athletic program at the high school, the present coach will continue to serve as head basketball coach.

Sincerely,

General Superintendent of Schools
Appendix BB

The forty educators interviewed were from eighteen different school districts. In terms of actual use of grievance procedures the following data was obtained for the 1969-70 school year.

1. A total of 333 grievances reached the eighteen boards of education in one year (300 were from Chicago -- only thirty-three in remaining seventeen districts).

2. Forty-nine reached arbitration (twelve were from Chicago, twenty-five from Chicago Junior College and twelve from the other sixteen districts).

3. Ten of eighteen districts had a case that reached arbitration.
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The Dissertation submitted by William David Smith has been read and approved by the members of the School of Education.

The final copies have been examined by the Director of the Dissertation and the signature which appears below verifies the fact that any necessary changes have been incorporated and that the dissertation is now given final approval with reference to content and form.

The Dissertation is therefore accepted in partial fulfillment of the requirements for the Degree of Doctor of Education.

January 20, 1972

(Date)

(Signature of Adviser)