



1986

## An Analysis of the Similarities and Differences in Secondary School Provisions of Contracts Negotiated by the NEA and Those Negotiated by the AFT

Dolores Ann Fittanto  
*Loyola University Chicago*

Follow this and additional works at: [https://ecommons.luc.edu/luc\\_diss](https://ecommons.luc.edu/luc_diss)



Part of the [Education Commons](#)

---

### Recommended Citation

Fittanto, Dolores Ann, "An Analysis of the Similarities and Differences in Secondary School Provisions of Contracts Negotiated by the NEA and Those Negotiated by the AFT" (1986). *Dissertations*. 2429.  
[https://ecommons.luc.edu/luc\\_diss/2429](https://ecommons.luc.edu/luc_diss/2429)

This Dissertation is brought to you for free and open access by the Theses and Dissertations at Loyola eCommons. It has been accepted for inclusion in Dissertations by an authorized administrator of Loyola eCommons. For more information, please contact [ecommons@luc.edu](mailto:ecommons@luc.edu).



This work is licensed under a [Creative Commons Attribution-NonCommercial-No Derivative Works 3.0 License](#).  
Copyright © 1986 Dolores Ann Fittanto

AN ANALYSIS OF THE SIMILARITIES AND DIFFERENCES IN SECONDARY SCHOOL  
PROVISIONS OF CONTRACTS NEGOTIATED BY THE NEA AND THOSE  
NEGOTIATED BY THE AFT

by

DOLORES ANN FITTANTO

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

January

1986

© Copyright by Dolores Ann Fittanto 1985  
All Rights Reserved

## ACKNOWLEDGMENTS

My gratitude is extended to the members of my doctoral committee: Dr. Max Bailey, Director, Dr. Philip Carlin and Dr. Karen Gallagher. In particular, I would like to thank Dr. Bailey for his patience and guidance in working with me on this project.

I would also like to acknowledge the help of the IEA and IFT representatives and my friends and colleagues in the sample districts who were so very helpful in enabling me to obtain the research materials.

Finally, I wish to sincerely thank my children Joe, Dan, and Susan, who at times functioned virtually motherless so they could eventually refer to me affectionately as "Dr. Mom".

## ABSTRACT

Dolores Ann Fittanto

Loyola University of Chicago

### AN ANALYSIS OF THE SIMILARITIES AND DIFFERENCES IN PROVISIONS OF CONTRACTS NEGOTIATED BY THE NEA AND THOSE NEGOTIATED BY THE AFT

The impact of collective bargaining on education has been continually increasing since the 1960's. The two major teacher organizations, the NEA and the AFT, are vying for power and increased membership. The number of states passing collective bargaining statutes is also multiplying. Teachers and Boards of Education who have never bargained before may be required to do so in the near future. The merger of the two organizations, which was predicted long ago, has not occurred and probably will not occur in the foreseeable future.

This study examined the differences and similarities in contract provisions negotiated by the AFT and the NEA. Provisions from nineteen IEA and nineteen IFT contracts, selected from Cook, Will, Lake, and DuPage counties in the state of Illinois, were categorized and analyzed to determine what the differences and similarities were. In addition a T-Test was performed on the average salaries from

each sample group as reported in Illinois Teacher Salary Schedule and Policy Study to determine if there was a significant difference in the mean of the average salaries of the two organizations.

The results of the study indicated no clear difference in the provisions of contracts negotiated by either organization. AFT negotiated contracts tended to be more specific in all provisions, with the exception of the two governing clauses, namely grievance procedures and negotiations procedures, where the NEA contracts tended to be more detailed.

## VITA

Dolores Ann Fittanto was born in Brooklyn, New York on May 28, 1942. She was a 1959 graduate of Maria High School, Chicago, Illinois; a 1963 graduate of DePaul University, Chicago, Illinois with a Bachelor of Arts in Spanish; and a 1979 graduate of Chicago State University with a Master of Arts in Educational Administration.

She has worked as a Spanish teacher at both the high school and junior high school level in the Chicago Public School System, the Oak Park Elementary Schools, and Bremen High School District 228. Her administrative experience includes being the Dean of Students at Tinley Park High School and the Assistant Principal at Hillcrest High School, both in District 228, Midlothian, Illinois. She is presently the principal of the Leavenworth High School, Leavenworth, Kansas.

## TABLE OF CONTENTS

	Page
ACKNOWLEDGMENTS . . . . .	ii
ABSTRACT . . . . .	iii
VITA . . . . .	v
Chapter	
I. INTRODUCTION . . . . .	1
Background . . . . .	3
Purpose . . . . .	8
Definition of Terms . . . . .	9
Limitations . . . . .	12
Procedure . . . . .	13
Significance . . . . .	14
II. REVIEW OF LITERATURE AND RESEARCH . . . . .	15
Background of The AFT . . . . .	16
Background of The NEA . . . . .	29
Related Research on The Differences in The NEA and The AFT . . . . .	39
The Effects of Collective Bargaining on Professionalism . . . . .	44
Effect of Collective Bargaining On Contract Provisions . . . . .	50
Collective Bargaining in Illinois . . . . .	53
III. ANALYSIS OF THE DATA . . . . .	56
Recognition . . . . .	59
Duties, Rights and Responsibilities . . . . .	61
Working Conditions . . . . .	63
Evaluation, Termination, and Reduction In Force Leaves . . . . .	71
Grievance Procedures . . . . .	75
Salary and Fringe Benefits . . . . .	77
Negotiations Procedures . . . . .	78
Effect of The Agreement . . . . .	83
Summary . . . . .	85



IV. SUMMARY, CONCLUSIONS, RECOMMENDATIONS . . . . . 87

    Summary . . . . . 87

    Conclusions . . . . . 90

    Recommendations for Further Study . . . . . 101

BIBLIOGRAPHY . . . . . 104

LIST OF TABLES

Table	Page
1. SAMPLE LOCATION . . . . .	57
2. SAMPLE ENROLLMENTS . . . . .	58
3. RECOGNITION . . . . .	60
4. DUTIES, RIGHTS AND RESPONSIBILITIES . . . . .	62
5. LIMITS ON WORK TIME . . . . .	64
6. CLASS SIZE . . . . .	65
7. TEACHING ASSIGNMENTS . . . . .	66
8. SUPERVISION . . . . .	67
9. CLASSES AND WORK AREAS . . . . .	68
10. SUPPORT CONDITIONS . . . . .	69
11. LEGAL RIGHTS AND PROTECTION . . . . .	70
12. EXTRA-CURRICULAR ACTIVITIES . . . . .	71
13. EVALUATION . . . . .	73
14. REDUCTION IN FORCE . . . . .	74
15. TERMINATION . . . . .	75
16. LEAVES . . . . .	76
17. GRIEVANCE PROCEDURES . . . . .	79
18. T-TEST ON AVERAGE SALARIES . . . . .	80

19.	FRINGE BENEFITS . . . . .	81
20.	PLACEMENT ON SALARY SCHEDULE . . . . .	83
21.	NEGOTIATIONS PROCEDURES . . . . .	84
22.	EFFECT OF THE AGREEMENT . . . . .	85

## CHAPTER I

### INTRODUCTION

The passage of House Bill 1530, The Illinois Education Labor Relations Act, by the Illinois State Legislature meant that school districts which have never negotiated contracts with their teachers were required to do so, if there was a demand by the teachers. Teachers were faced with deciding whether they would be represented by an affiliate of the NEA, the AFT, or an independent organization. Is there a discernable difference in the products of representation between the AFT and the NEA or is the difference a matter of perception based on the historical backgrounds of the two organizations?

Traditionally, when members of a labor force organized, there was an immediate attempt to identify the cause for the organization. Historically cycles of labor organization occurred in prosperous times. It did not necessarily occur when something was done by the employer to perpetrate it.<sup>1</sup>

---

<sup>1</sup> Gus Tyler, "Why They Organize" Education and Collective Bargaining, California: McCutchan Publishing Corp., 1976, p.13

Societies which were based on a caste system historically fostered the gathering of people who were involved in the same craft. Often they were related. Crafts were developed within family groups. Craftsmen lived, worked, prayed, sang, and died in close proximity to one another. In societies like the United States which were more open, labor has traditionally organized for social pressures and groups have had grievances, strikes, and other types of movements to focus attention on their complaints. However, the compulsion to remain communal was usually the reason for remaining organized.<sup>2</sup>

Tannenbaum described labor unions as a type of informal organization which exists within the formal organization. According to this theory, there are seven basic reasons why people join an informal organization: (1) the need for affiliation, (2) ego-relevancy or self-fulfillment, (3) power, (4) curiosity, (5) security, (6) emotion, and (7) economics.<sup>3</sup>

Hellriegel et al in their study of collective bargaining and education concluded that collective negotiations are

---

<sup>2</sup> Tyler, p 14.

<sup>3</sup> Arnold S. Tannenbaum, Social Psychology of The Work Organization, California: Wadsworth Publishing Company, Inc. 1966, pp.1-2

perceived as a means of attaining professional goals and also as a means of participating in decision making and having some control over task accomplishments.<sup>4</sup>

In public elementary and secondary education, two large and very political organizations exist, the American Federation of Teachers and the National Education Association. Their "eminent" merger which was predicted many years ago has not occurred and may not occur in the near future. Both organizations continue to campaign for members and the right of representation in previously unorganized districts. This study attempted to examine the differences in contracts between districts represented by the AFT and those represented by the NEA.

### Background

Teacher negotiations began as early as 1946 in Norwalk Connecticut and were upheld by the courts in 1951. In the early sixties, collective bargaining was initiated by the American Federation of Teachers in New York City. In 1967, the legislature of the state of Michigan passed Public Act

---

<sup>4</sup> Donald Hellriegel, Wendell French, Richard B. Peterson, "Collective Negotiations and Teachers: A Behavioral Analysis" Education and Collective Bargaining, California: McCutchan Publishing Corp., 1976, p 215

379. The effect of all this has been the movement of teachers toward having an increasingly effective input into decisions regarding their wages, hours and conditions of employment<sup>5</sup>

Whether this effect has been beneficial to education is still being debated. According to Lieberman, the growth in public sector bargaining, the most significant change in labor relations and public administration during the 1960's and 1970's, occurred during a time when unions in the private sector were not only barely able to maintain their membership at 1956 levels, but also experienced a significant decline as a proportion of the total work force. Of concern is not the issue of whether or not public sector bargaining will decline, but whether it will lead to a significant decrease in public support for and confidence in education. In public sector agreements, the public's right to learn about and react to policies is denied until after the policies are "fait accompli."<sup>6</sup>

Lieberman stated further that bargaining in the public sector constitutes a sharing of public authority with a pri-

---

<sup>5</sup> Richard W. Wilson, "Who Speaks for The Kids?", NASSP Bulletin, Vol. 55, No. 359, (December, 1971), p. 9

<sup>6</sup> Myron Lieberman, "Teacher Bargaining An Autopsy", Phi Delta Kappan, Vol. 63, No. 4, (December, 1981), p. 231

vate interest organization, the public employees union, whose own interests may be in opposition to the public interest on the issues involved. Since unions tend to negotiate those measures which are requested by their constituents, and the teachers seeking special protection tend to become increasingly active in the negotiating process in order to realize their own needs, the result is often the protection of the incompetent and the insubordinate.<sup>7</sup>

Staub contended that current bargaining practices in the public sector are dangerous to education in the United States. Every opinion poll conducted from 1971 to 1981 indicated that 70% of Americans, including a majority of union members, opposed forced union fees and the Second Annual Teacher Poll, conducted by Instructor magazine showed that 82% of those responding supportive of right to work laws. Of the latter group 92% were NEA or AFT members. However in 1971 the then National Education Association president, George Fisher, declared that his union sought to control "who enters, who stays, and who leaves the profession". and John Schmid of the American Federation of Teachers told the agents of his union to "organize all of the teachers, clerks, and semi-professionals and get a closed

---

<sup>7</sup> Ibid. p. 232

shop".<sup>8</sup>

When school districts engage in collective bargaining, for the most part they adopt an industrial model of negotiations. This model requires each side to assume behaviors of secrecy, strategy, threats, and even force. Each side has as its goal to "win" the lion's share of limited resources. The result is that both the administration and faculty are forced into adversarial relationships, eventhough in actuality they should share a common goal, providing high-quality education. The result is often a negative effect on school climate and relationships among professionals, and the erosion of the respect of the general public for education.<sup>9</sup>

Public employee labor organization membership is divided between two types of organizations, the union and the association. According to Beal et al, the union type is prominent in the federal government and the association type is dominant in state and local governments. The AFT is one of the five biggest unions, and in 1976, the NEA alone accounted for over one quarter of all organized public

---

<sup>8</sup> Susan E. Staub, "Compulsory Unionism and the Demise of Education", Phi Delta Kappan, Vol. 63, No. 4, (December, 1981), pp. 235 - 236

<sup>9</sup> Leo R. Croce, Justin M. Bardellini, "Integrative Bargaining In One California School District", Phi Delta Kappan, Vol. 63, No. 4, (December, 1981), pp. 246 - 247



employees, over one half of the organized professionals in the United States. They further contended that the difference in union and association organizations was not only in the scope of their activities but also in the business-like attitudes used in pursuit of those activities. Unions had higher dues, more paid staff, and operated for a single purpose, negotiating and administering contracts. On the other hand, associations were historically formed for other purposes, namely professional training, lobbying, low-cost group insurance, and credit unions, and were forced, like the NEA, into a bargaining role by union competition.<sup>10</sup>

The results of bargaining in education have been provisions in contracts which tend to restrict and limit the authority of administrators. Teacher contracts may contain provisions which vary from clean parking lots to guaranteed participation in decision making on school policies.<sup>11</sup>

---

<sup>10</sup> Edwin F. Beal, Edward D. Wichersham, Philip K. Kienast, The Practice Of Collective Bargaining 5th Edition, Homewood, Il.: Richard D Irwin Inc., 1976, p.451

<sup>11</sup> Larry James, Ned Lovel, "Re-Asserting Leadership In The Eighties: The Principal's Role in Collective Bargaining", Illinois Principal, Vol. 12, No. 4, (May, 1981), pp. 4-5

### Purpose

The purpose of this study was to ascertain the difference and similarities in secondary school contracts, and unit district contract provisions pertaining to secondary schools negotiated by the NEA and those negotiated by the AFT in the areas of recognition, employee and association or union duties, rights, and responsibilities, working conditions, evaluation, termination and reduction in force, compensation and fringe benefits, leaves, grievance procedures, negotiations procedures, and the effect of the agreement.

Previous studies by Clark (1965), Thacker (1973), Andrews (1967), and Ziemer and Thompson (1972) indicated a tendency for NEA contracts to deal less with items such as class size, teacher evaluation and dismissal procedures.

The latest study was completed by Thacker in 1973. The sample used were nine school districts in the Southeastern portion of the state of Illinois. There are several reasons for doing a similar study at this time. Education is now experiencing an era of declining enrollment and increased rifting of teachers. The geographical area of the sample in the previous study was predominantly rural. The proposed study will be conducted in Cook, Will, Lake, and Dupage county school districts. Finally there have been changes in the law since 1973 including a 1984 statute mandating col-

lective bargaining between educational employers and their employees.

### Definition of Terms

For the purpose of this paper the following terms will be used within the context of the indicated definitions.

#### Collective Bargaining

Collective Bargaining will be defined as it is in Section 8, Sub Section D of the 1947 Labor Management Labor Relations Act

For the purpose of this section, to bargain collectively is the performance of the mutual obligation of the employer and the representative of the employees to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or the negation of an agreement, or any question arising thereunder and the execution of a written contract incorporating any agreement reached if requested by either party but such obligation does not compel either party to agree to a proposal or require the making of a concession.<sup>12</sup>

#### NEA

The National Education Association, a national association of teachers which formerly included administrators and college professors in its membership.

---

<sup>12</sup> Sterling H. Schoen, Raymond L. Hilgert, Cases In Collective Bargaining and Industrial Relations, A Decisional Approach Homewood, Il.: Richard D. Irwin Inc., 1978, p. 37

AFT

The American Federation of Teachers, a national teachers' union affiliated with the AFL/CIO.

IEA

Illinois Education Association, a state affiliate of the National Education Association.

IFT

Illinois Federation of Teachers, a state affiliate of the American Federation of Teachers.

Contract

A written agreement between an organization which represents the teachers and the board of education in a given school district.

Recognition Clause

Provisions of the contract which define the scope and membership of the bargaining unit.

Employee and Associations Rights, Duties, Responsibilities

Provisions of the contract which define those areas of employee and employer roles and legal responsibilities.

Working Conditions

Provisions of the contract which pertain to work time,

facilities, class size, academic freedom, or other items which deal with the conditions under which teachers are required to function.

#### Evaluation, Termination, and Reduction In Force

Provisions of the contract which deal with processes and procedures for evaluating the performance of teachers, and provide for a fair and equitable method of dismissal.

#### Compensation and Fringe Benefits

Provisions of contracts which include salary, sick days, insurance, additional pay, and other monetary or non-monetary compensation for services rendered.

#### Leaves

Provisions of the contracts which provide for time allowed away from the performance of professional duties.

#### Grievance Procedures

Provisions of contracts which provide for a step by step method for addressing perceived contract violations.

#### Negotiations Procedures

Provisions of the contracts which define the scope and duration of the negotiating process

#### Effect of Agreement

Provisions of the contracts which provide for the duration of all other contract provisions.

### Secondary School

Schools containing students attending grades nine through twelve.

### Limitations

The sample in this study consisted of 19 IEA and 19 IFT districts from the Illinois counties of Cook, DuPage, Lake and Will. Because of the limited number of IFT affiliated districts within the indicated geographic area, neither the IFT, nor the IEA affiliated districts could be selected totally at random. Rather an attempt was made to match as closely as possible IEA and IFT affiliates according to county, enrollment, and number of teachers. Therefore any conclusions that are made must be considered in the light of this sample selection.

In addition, because of the inherent differences in concerns between secondary and elementary teachers, only secondary and unit school districts were included in the study, and all provisions in unit contracts referring to elementary school teachers were ignored. Any conclusions must therefore focus exclusively on secondary schools. An additional bias was introduced by the use of the IEA model contract in

determining the categories to be used for the analysis.

### Procedure

This study compared and contrasted the provisions of the contracts negotiated by the NEA and those negotiated by the AFT. It was initially felt that there was little or no substantial difference in the contract provisions negotiated by either organization despite the fact that they differ historically.

The sample was a selection of 19 IEA and 19 IFT contracts from secondary and unit districts in Cook, Will, Lake, and Dupage counties. The Union and the Association were contacted and asked to supply a list of their affiliates in Cook, Will, Lake, and Dupage counties. From the list provided by the organizations, and the Illinois State Board of Education 1983-1984 Teacher Salary Study a sample of an equal number of affiliates of each organization in each county were selected. The sample selection was limited by the total number of AFT contracts, 19, in the targeted counties. An equal number of NEA affiliates were selected by matching, as closely as possible, total school enrollment, number of teachers and county. The union and the association were again contacted and asked to supply copies of the contracts negotiated in the sample districts. The items in the individual master contracts were then categorized, com-

pared, and contrasted with affiliation through a content analysis to determine what, if any, relationship existed between them. In addition a T-Test was performed on the average salaries reported for the sample districts in the Illinois State Board of Education Salary Study to determine if there was a significant difference in the mean of the average salaries for the two organizations.

### Significance

It was expected that this study would add to the knowledge about the two major teacher bargaining associations and as a result assist teachers who had never bargained before in the selection of a bargaining agent, on the basis of contract content . It was hoped that the additional information obtained in this study would assist in clarifying the perceptions of the differences in the two organizations generally held by educators and the actual differences in the products of representation so that teachers would be able to make more informed choices and management would be able to negotiate in a more informed manner.



## CHAPTER II

### REVIEW OF LITERATURE AND RESEARCH

In 1956, the proportion of unionized employees was only 11.9% of the public sector work force. This increased to 23.4% by 1978. By that time, nearly 6 million employees representing 40% of the work force had been unionized.<sup>1</sup>

The effect of collective bargaining on the public sector in general, and on the teaching profession in specific, has been so profound, and the roles played by the two major teacher organizations so influential in molding the course of education in the United States that it was felt that there was a need to explore these effects and the reasons for their occurrence from several points of view. Therefore, this chapter is divided into the following sections.

1. Background of the AFT.
2. Background of the NEA.
3. Related Research on The Differences in The NEA and The AFT
4. The Effects of Collective Bargaining on Professional-

---

<sup>1</sup> Lieberman p. 231

ism

5. The Effects of Affiliation on Contract Provisions.
6. Collective Bargaining in Illinois

### Background of The AFT

The roots of the AFT can be traced to Chicago and the founding of the Chicago Teacher's Federation by Margaret Haley in 1897. In 1895, the Illinois legislature passed a pension law which ultimately proved to be inadequate for the needs of the teachers. In 1896, Margaret Haley, a red headed elementary school teacher, began to ask embarrassing questions about the use of land ceded to the city for use by the public school system. She did not have much luck, but she became noticed and gained a reputation as "the lady assistant mayor" and "that nasty unladylike woman". To make matters worse, she was a feminist and a suffragette.<sup>2</sup>

In 1897, the maximum salary for a Chicago teacher was \$825, a level which had existed for almost twenty years. Margaret Haley and Catherine Coggin, known as the "lady labor sluggers", convinced women to form the Chicago Teacher's Federation. At the first meeting Margaret Haley issued a statement that they would "strive for the rights to which

---

<sup>2</sup> Robert J. Braun, Teachers and Power, New York: Simon and Schuster, 1972, pp. 22-23

they were entitled".<sup>3</sup>

The Chicago school system, in 1897, consisted of overcrowded and unsanitary buildings. Classrooms often contained seventy or more students. The school system was controlled by an impersonal bureaucratic structure. There was no job security for teachers. Thus the Chicago Teacher's Federation was formed with Catherine Coggin as President and Margaret Haley as Vice President. Within three years it had organized more than half of the city's teachers.<sup>4</sup>

Margaret Haley and Catherine Coggin attempted to form a National Teacher's Federation in Los Angeles in 1899. However, the attempt ended in failure. In 1902, there was another attempt with Margaret Haley as President. It consisted of only grade school teachers and was able to attract 180 members nationally. However, it had no true national representation.<sup>5</sup>

The first affiliation with national labor was a group in

---

<sup>3</sup> Ibid., p. 23

<sup>4</sup> William Edward Eaton, The American Federation of Teachers, 1916-1961: A History of The Movement, Carbondale and Edwardsville, Illinois: Southern Illinois University Press, 1975. pp. 5-6

<sup>5</sup> Ibid., p. 9-10

San Antonio, Texas which affiliated with the American Federation of Labor on September 20, 1902. Shortly afterward, the Chicago Federation of Teachers affiliated with the Chicago Federation of Labor, a division of the AFL. This move was considered momentous because a good portion of the American middle class resented unions and teachers as a whole considered unionism to be a lower class activity. The affiliation was explained by Margaret Haley as follows: "a democratic form of government cannot be maintained with autocratic principles controlling the schools. The labor interests lie in popular democratic government and in the maintenance of democracy".<sup>6</sup>

Similarly a movement began to organize teachers in another large urban area. The New York City teachers union began with the publication of the American Teacher magazine in January of 1912. It had as its motto "Democracy in Education: Education for Democracy". The movement in New York began slowly and was centered with men teachers. In February, 1913, the American Teacher issued a manifesto calling for the organization of teachers. The result was the formation of the New York Teacher's League which developed packages including salary increments, tenure, sabbatical leaves, the elimination of clerical work, and teacher membership on

---

<sup>6</sup> Braun, pp. 25-26

committees for developing curriculum and selecting textbooks.<sup>7</sup>

On April 15, 1916, the three Chicago teacher's unions, the Chicago Federation of Teachers, the Chicago Federation of Men Teachers and The Chicago Federation of Women High School Teachers, along with a union from Gary, Indiana met to form the American Federation of Teachers. They did so with written instructions from three other locals not in attendance. On May 9, 1916, they were received into the AFL as the American Federation of Teachers.<sup>8</sup>

In 1917, after a long court battle to save teacher's jobs, the Chicago Federation of Teachers withdrew from the AFT at the suggestion of John Fitzpatrick President of the Chicago Federation of Labor. This event had come about because of the Chicago Board of Education's decision to force teachers into resigning from the union by dissolving the right of tenure and dismissing sixty-eight teachers, forty of whom were union members.<sup>9</sup>

---

<sup>7</sup> Ibid., pp. 27-28

<sup>8</sup> "History of Chicago Teacher's Union", Flyer obtained from The Chicago Teacher's Union, Local 1 of the AFT.

<sup>9</sup> Robert L. Reid, Battleground: The Autobiography of Margaret A. Haley, Chicago: The University of Illinois Press, 1982, p. 180

The withdrawal of the CTF was a very serious blow to the AFT because other cities seeing what effect the board's action had on the union in Chicago, decided to undertake similar dismissals. In 1920, teachers in both San Francisco and St. Louis were warned that union membership could cause loss of jobs. Eighty-two members of a local in Lancaster, Pennsylvania were fired by the board of education.<sup>10</sup>

By 1918, the AFT had issued twenty-eight charters and at the national union convention in Pittsburg, Charles Stillman, the AFT President, became an AFL organizer. The following summer the secretary-treasurer position was made full-time. These paid positions, supported by the AFL, were the difference in survival or death for the AFT.<sup>11</sup>

The Bolshevik Revolution in Russia in 1917 had a decisive effect on the labor movement in the United States. Labor unions and their tactics were becoming increasingly suspect as being Communistic. At the same time there was a great movement in the United States for social reform.

L.W. Lampson replaced Margaret Haley as the chief fighter for the AFT when the CTF withdrew. He traveled throughout the country with a suitcase filled with AFT literature and

---

<sup>10</sup> Eaton, pp. 20-21

<sup>11</sup> Ibid., p. 19

charters. He was personally credited with starting more than fifty locals. His tactic was to stress the economic conditions of the teachers and the strict supervision imposed by school board members and administrators on teachers. Lampson assured boards of education that the AFT was neither Socialist nor Bolshevik. The AFT did not strike. However, at the same time, the American Teacher carried editorials admiring the Communist concept of workers determining the exercise of their trade or profession. More and more a pro-social anti-war line was being adopted by the union. The AFT was losing control of its most powerful weapon, public opinion.<sup>12</sup>

At first, the AFT envisioned itself more a radical division of the NEA than as an independent body. Members of the AFT were encouraged to attend NEA conventions. However, the leaders of the NEA came to regard the AFT as a rival organization. By 1921, the AFT began to think of itself as a rival of the NEA.<sup>13</sup>

During the years 1918 to 1921, there was a concerted effort to take over the NEA and reshape its policies along the lines of the AFT. Although it was no longer a member of

---

<sup>12</sup> Braun, pp. 34-37

<sup>13</sup> Eaton, pp. 18-19

the AFT, the Chicago Federation of Teachers, under Margaret Haley, was the backbone of the movement. The Chicago Federation of Teachers insisted on an emphasis on salaries, tenure, and pensions, while the NEA insisted on a balanced program of professional development. The climax came at the Milwaukee convention of the NEA in 1919. Margaret Haley and friends took over the convention and a deadlock had to be settled by a period of song featuring the "Star Spangled Banner".<sup>14</sup>

World War I had a significant impact of education in general and on the AFT in particular. The AFT supported patriotism, but not to an excess. The union opposed military training being taught in high schools. "Red Scare" investigating committees such as the Lush Committee of the New York State Assembly discovered teachers who were involved in Communist organizations. Although the connection with public education was remote, it resulted in a recommendation by the committee to require a loyalty oath of all New York teachers, a requirement which existed until 1923.<sup>15</sup>

In 1921, the American Teacher ceased publication because

---

<sup>14</sup> T.M. Stinnett, Turmoil in Teaching: A History of the Organizational Struggle For America's Teachers, New York: The Macmillan Company, 1968, p. 19

<sup>15</sup> Eaton, p. 26



of economic problems. It was becoming increasingly difficult to obtain advertisements and the union treasury was not able to support it. By 1923, George Stillman had to return to teaching because the AFL could no longer support his salary. The union was also plagued with serious internal conflicts. There was a growing conflict between the locals in New York and Chicago. Henry Linville, who was the editor of the American Teacher was more ideological than Stillman. The latter was more of a bread and butter unionist. When the American Teacher began publishing again in 1926, the editorship was moved to Chicago and added to the duties of the secretary-treasurer.<sup>16</sup>

Between 1916 and 1929, not one local was formed that lasted more than a short period of time. Teachers were too frightened to organize a union. In December of 1920, only twenty two locals sent delegates to the national convention. The AFT did not begin to grow again until after the depression.<sup>17</sup>

The 1920's were a turbulent time for labor and the AFT was no exception. Membership in the AFT was 2800 by 1900. It declined to less than 500 between 1917 and 1918. In

---

<sup>16</sup> Ibid., pp. 20-21

<sup>17</sup> Braun, pp. 38-39

1920, there were 9,000 members. There were 3,000 in 1926 and in 1929, there were 5,255 paid members in thirty-nine locals.<sup>18</sup>

During the depression, schools were selectively chosen by local governments in order to cut expenses. Schools were temporarily closed, or drastically cut their programs and laid off large numbers of teachers. Salaries were either substantially reduced or eliminated. The Middletown Report had proven that education was still held in high regard. However, this regard was not mirrored in public action. The public had little or no regard for low teacher pay. The available economic data suggests that teachers were in the same disadvantaged position as in 1913. Faced with this dilemma, teachers in almost every large city voiced their protest. The reactions of the teachers are probably best depicted in what took place in the streets of Chicago.<sup>19</sup>

The Chicago schools were in trouble prior to the stock market crash. Pay checks were withheld from teachers between January, 1930 and March 4, 1930. Between 1930 and 1934, nine salary checks were received on time and the remaining were delayed for periods ranging from one week to

---

<sup>18</sup> Eaton, pp. 36-37

<sup>19</sup> Ibid., p.39

ten months.<sup>20</sup>

A citizens' committee was formed to investigate the school situation. The committee was led by Fred W. Sargent, a Chicago railroad executive. It was made up of wealthy business executives and therefore, the teachers considered it an enemy. According to the teachers, the committee was trying to force the teaching profession into submission. The teachers' organizations in Chicago were divided and only the Federation of Men Teachers remained with the AFT.<sup>21</sup>

The major force in a move to consolidate was the AFT leadership. John Fewkes, its president, personified the teachers' angry mood. Considered the "teachers' John L. Lewis". he was an athlete, a dynamic hero who was very popular among the sportsminded students and parents.<sup>22</sup>

In July of 1931, the board of education moved to issue script. The attorney for the Federation of Women High School Teachers suggested a collaboration of unions on a "school relief day". A mass meeting was called and 26,000 people circulated petitions to be sent to the state legislature. The result was the issuance of tax anticipation warrants in

---

<sup>20</sup> Ibid., p. 40

<sup>21</sup> Ibid., pp. 51-53

<sup>22</sup> Braun, p. 42

small denominations payable to the teachers.<sup>23</sup>

In 1932, the school term was shortened by two weeks at the beginning and two weeks at the end. Salaries were cut by 23.5%. The following spring, Fewkes led the teachers in "days of rage". On April 15, 1933, Fewkes unleashed 15,000 students in the Loop. The group made a lot of noise, broke a few windows, and demanded full pay for their instructors. Ten days later, he led a march of 20,000 parents and children around the Loop to the offices of the mayor.<sup>24</sup>

During May of 1933, 28,000 teachers marched into the banking district and tied up traffic for two hours. Teachers interrupted a flag raising ceremony at the "Century of Progress" world's fair. Meetings of the board of education were held under the protection of uniformed policemen and plain-clothed guards. The serious situation continued until the federal government made massive loans to the city. The Chicago Teachers' Union was formed as a result of the teacher's collaboration during the depression.<sup>25</sup>

---

<sup>23</sup> Joan K. Smith, "Social Reconstruction and Teacher Unionism: Chicago's Response To The Great Depression", Presented before the Annual AESA Convention in Nashville, Tennessee, November 4, 1982, pp. 5-6

<sup>24</sup> Braun, p. 44

<sup>25</sup> Eaton, pp. 52-53

The AFT continued to grow after the depression. However, as before, it was still plagued with internal problems. In addition, the AFT became a pawn in the power struggle caused by the differences in The AFL and CIO. The problem which cropped up repeatedly within the union was one of regionalism. The Chicago bloc continued its tendency to be associated with bread and butter issues, while the New York bloc was concerned with ideological interests, and was less interested in the AFL. As the AFT grew, each of these blocs expanded their interests.<sup>26</sup>

Although it remained relatively silent on curriculum and teaching methodologies and did not play a significant role in formulating educational policies, the AFT took a favorable position on the advancement of Blacks and women, at a time when it was both unpopular and detrimental to do so. Until the early 1960's, when the mood of the entire country reflected a more militant attitude, the AFT continued to fight for teacher rights, but it was not in the forefront of collective bargaining. The Chicago Teacher's Union was not recognized as the sole bargaining agent for the city's teachers until 1966.<sup>27</sup>

---

<sup>26</sup> Ibid., p. 176

<sup>27</sup> Ibid., pp. 177-184

In 1961, the success of the AFT in the New York City representative election was the impetus for changing the course of collective bargaining in education. By 1979, membership in the AFT stood at 580,000 consisting of over 2,000 locals most of which were collective bargaining agents in large metropolitan areas. Albert Shanker became president of the AFT in 1974, and during the next five years, 150,000 new members were affiliated. However, not all of these members were teachers. In 1978, the nurses and health care workers were organized within the AFT. According to Shanker, the inclusion of health care workers in the AFT was a result of declining enrollments and a possible subsequent loss of political power.<sup>28</sup>

At the 1984 convention of the AFT, the ad hoc theme was the willingness of the union to consider substantive changes in teachers' jobs. One of the best attended workshops was one in which a peer review plan used in Toledo, Ohio was discussed. President Shanker warned delegates that efforts were necessary to make teaching more enjoyable for teachers and to attract highly qualified individuals into the profession. He suggested that teachers need to develop expertise

---

<sup>28</sup> "Special Report: Labor Relations in Elementary and Secondary Education 1980-1981", Government Employee Relations Report, Washington, D.C.: The Bureau of National Affairs, 1981, pp. 41:508

in textbook selection, in the training and selection of teachers, and in determining which teachers should be removed from the classroom, in order to develop power for teachers. However, Shanker also acknowledged that the idea of peer review " is as unpopular, perhaps as unbelievable, today as collective bargaining was 20 or 30 years ago."<sup>29</sup>

### Background of The NEA

The NEA had its beginnings in the National Teachers Association which was founded in Philadelphia on August 26, 1857, by forty-three educators. Daniel B. Hagar, president of the Massachusetts Teachers' Association, and principal of the Salem Normal School and Thomas W. Valentine, president of the New York Teachers Association, were its organizers. The National Education Association was formed thirteen years later, when the National Association of School Superintendents, the American Normal School Association and the American Teachers Association joined together. During its first ten years as an organization, the NEA's greatest accomplishment was the signing of a bill by President Andrew Johnson creating a federal Office of education.<sup>30</sup>

---

<sup>29</sup> Kathleen Mc Cormick "AFT Turns Introspective", Executive Educator, Vol. 6, No. 12, (December, 1984), pp. 29-30

<sup>30</sup> Alan West, The National Education Association: The

The period between 1857-1892, was considered the Convention Period. Active membership was maintained at less than 10,000. There was no national staff, and no permanent headquarters. Although references were made to the need for improvement in salaries and other conditions of employment, the major topic of these conventions was the improvement of instruction. Although the convention was prominent during the initial thirty-five years of its organization, other changes occurred in the NEA during that period. Dr. Irwin Shephard, president of the State Normal School at Wenona, Minnesota, was appointed the first full-time executive secretary in 1898. The first woman, Ella Flagg Young, was elected president of the organization in 1910. In 1924, the Department of Higher Education withdrew from the organization. Affiliated associations were granted the privilege of being represented by a Representative Assembly in proportion to their membership in 1920. In 1913, The Department of Classroom Teachers was organized and the association's first professional journal the NEA Bulletin was published.<sup>31</sup>

The period of committees spanned the years 1892-1917. Three committees were organized immediately after the NEA was formed. These committees had the tasks of recommending

---

Power Base for Education, Free Press, 1980, pp. 1-2

<sup>31</sup> Ibid., p. 3-7



a course of study for high school, preparing an ideal program for the education of youth, and reporting on school registers and annual reports. However, during this period several other committees were formed to deal with prominent educational problems. In 1892, the Committee of Ten headed by Charles W. Eliot, president of Harvard, developed recommendations for programs and specific time periods necessary for mastering individual curriculum components in the American high school, in order to standardize college entrance preparation. Between 1913 and 1921, the Commission on Reorganization of Secondary Education, with a membership drawn from thirty states, published two reports which have had an influence on the development of the American high school. In 1916, "Social Studies in Education" recommended the first study of contemporary issues in education. In 1918, the publication of the "Cardinal Principles of Secondary Education" marked the beginning of an influence on American education which is still valid today. Dr. George D. Strayer of Columbia Teachers College led the Commission on Emergency in Education and announced to the 1920 convention that a bill had been introduced in Congress two years earlier. The provisions of the bill included the proposal of a cabinet post for the Department of Education, as well as funds to be appropriated to reduce illiteracy, for programs for immigrant Americanization, for training teachers, for

equalization of opportunity for schooling, and for teacher salary payments.<sup>32</sup>

The legislative period from 1918-1957 closed out the first century of the National Education Association. Although a legislative commission was formed to insure the passage of the Strayer bill, the formation of a cabinet position for the Department of Education remained elusive. The association moved into its permanent headquarters in the Guggenheim mansion in Washington D.C. in 1919. This era also saw the formation of the Research Division in 1922, and the adoption of the Official Code of Ethics for The Teaching Profession in 1929. In 1937, the by laws were amended to streamline the governing structure of the association. However, at the same time various independent organizations were becoming departments of the NEA. By 1957, there were twenty one departments in Washington and nine in other locations. The major emphasis of the NEA during the period 1918-1957 was federal education legislation including advocating the Smith-Hughes Act of 1917, and drafting the Smith Towner Bill in 1919. The membership in the NEA grew to 703,829 in 1957. However, little more than half of those who were members of state affiliates were also members of the National Association. The NEA, by 1957, was the largest

---

<sup>32</sup> Ibid., pp.7-10

educational materials publisher in the United States. Its philosophical stance, at the time, remained to improve education and assume that individual state legislatures and local school boards would obtain adequate money for teacher salaries.<sup>33</sup>

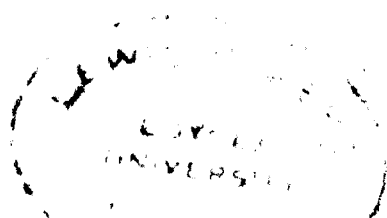
The most obvious reflection of the change in the NEA is in the fact that since 1957 fourteen of the twenty presidents have been teachers, and since 1968, every president has been a classroom teacher. Previous to 1957, most NEA presidents came from the ranks of college presidents and other school administrators. The NEA during its first century had advocated teachers' salaries which were commensurate with the services rendered. Although it was initially very conservative on civil rights, by 1963, the NEA was looked upon as an example of unification that other professions could imitate and an association which originally did not admit women evolved into a staunch supporter for the Equal Rights Amendment. Nine of the past nineteen presidents have been women.<sup>34</sup>

The success of the AFT in organizing teachers in New York City in 1961 emphasized to the NEA that it had delayed too

---

<sup>33</sup> Ibid., pp. 11-18

<sup>34</sup> Ibid., pp. 21-27



long in dealing with the educational concerns of large cities and in handling the concerns of teachers. The immediate result of the New York election was the formation of the NEA's Urban Project to channel services into the urban areas. By 1962, at its Denver convention, the NEA began using the phrase "professional negotiations" in its publications. The emphasis of the Denver convention was unanimously anti-strike and its recommendation was the increased use of professional sanctions as a means of gaining leverage in negotiations. This convention was considered a turning point for the NEA. The opposition to teachers using formal negotiation procedures dissolved when local affiliates were instructed to formalize negotiations with written documents recognizing teachers' rights to negotiate with boards of education, and outlining the procedures for said negotiations. In addition, the local affiliates were asked to send a copy of these written agreements to the national headquarters.<sup>35</sup>

In 1972, changes in the constitution and by laws of the NEA provided a unification movement for the three organizational levels, national, state, and local, but also were the impetus for the departure of the administrative affiliates because of the adversary relationship inherent in collective

---

<sup>35</sup> Ibid., pp. 56-70

bargaining. The entry of the organization into collective bargaining also caused national dues to increase over 400% since 1957. Most of the revenue generated by the increase in dues has gone for the training of local leaders, the development of information resources, and the organization of representative elections in order to adequately conduct negotiations. The NEA was originally incorporated by an act of Congress, as a non profit, charitable, and tax-exempt organization. However, due to its increased activity in labor negotiations, its status was changed, under an agreement with the Internal Revenue Service, to that of initially a Business League, and ultimately a Labor Organization. In 1979, the U.S. Department of Labor went to court to force the NEA to either comply with the provisions of the Labor Management Reporting and Disclosure Act (Landrum- Griffin Act) or terminate all activities in relation to bargaining with employers in the private sector.<sup>36</sup>

By the early 1970's, the NEA's emphasis had shifted to teacher welfare advances to be attained through collective bargaining. The uni-serve plan, adopted in 1970, provided full-time salaried personnel to assist local affiliates in strengthening their programs. By 1981, there were 1,200 of these uni-serve directors. By 1972, the NEA had helped

---

<sup>36</sup> Ibid., pp. 84-87

pressure 25 states into passing public sector collective bargaining laws. In 1973, under president Terry Herdon, the NEA geared up for a legislative and political battle. Collective bargaining alone was not going to be a means of the NEA's realization of its long time goals. NEA-PAC was developed as a non profit organization to coordinate the association's political activities.<sup>37</sup>

In 1972, 80% of the NEA endorsed candidates won in congressional elections. Two hundred twenty nine house candidates and twenty one senatorial candidates were elected in 1974, also representing 80% of those endorsed by the NEA. In 1976, the NEA-PAC record increased to 83%. However, in 1978, the percent of candidates elected dropped to 77% of those endorsed and in 1980 the house election produced a 75% success ratio, but the senatorial races produced less than a 50% success ratio.<sup>38</sup>

According to a report prepared by the NEA for its organization and membership office, in the 1979-1980 school year there were 75 representative elections nationwide between the NEA and the AFT. The NEA won 41 including 7 takeovers.

---

37

Stanley M. Elam, "The National Education Association: Political Powerhouse or Paper Tiger?", Phi Delta Kappan, Vol. 63, No. 3, (November, 1981)

<sup>38</sup> Ibid., pp. 173-174

This represented a total of 901 elections or 68% for the NEA from 1962 to 1980 and a total of 421 or 32% for the IFT for the same time period.<sup>39</sup>

In July of 1984, at its national convention, the NEA again condemned Legislation that would require practicing teachers to be tested, as well as the idea of merit pay. However, it did announce that it would request state legislatures to establish "professional standards boards" which would have the responsibility of certifying recent college graduates before they began teaching. In addition, the association expressed concern over what it termed

the growing education bureaucracies centralized in school district headquarters.....the poor quality of management training offered school officials.....the short shrift school decision makers give to teachers' opinions. Both common sense and research tell us that professional school management can help teachers do their jobs better. Many of today's schools, however, resemble large complex businesses. They are difficult to manage. Unfortunately, today's typical school management systems only compound this problem.<sup>40</sup>

Also included in this report entitled "An Open Letter to America on Schools, Students, and Tomorrow", were the following italicized suggestions

---

<sup>39</sup> "Special Report Teachers and Labor Relations, 1979-1980", Government Employee Relations Report, Washington D.C.: The Bureau of National Affairs, 1980, p 41:410

<sup>40</sup> Ellen Ficklen, "Politics Reign at NEA Meeting", The Executive Educator, Vol. 6, No. 11, (November, 1984), p.29

(1) It is time to return authority to the school building staff, to strengthen the ability of the school staff to manage schools, and (2) administrators need to be trained in participatory decision making as well as in personnel selection and staff evaluation.<sup>41</sup>

The differences and similarities in the histories of the two organizations can be summarized as follows. The AFT began as a labor movement and from its inception has been a grass roots organization. Early in its history the AFT aligned itself with organized labor. The early leaders of the AFT were publicly at odds with the leaders of the NEA. The NEA, on the other hand, began as a professional organization controlled mainly by administrators and college professors. It was viewed as an advisory organization for the purpose of recommending programs and developmental changes in educational institutions. It was not until the 1960's that the direction of the NEA changed toward collective bargaining issues.

The NEA's membership is made up exclusively of teachers, while the AFT also includes other professional groups such as nurses on its membership rolls. The AFT, because of its labor union affiliation, is more prevalent in and around large urban areas. While there is some representation by the NEA in urban areas, rural areas are almost exclusively

---

<sup>41</sup> Ibid., p.29



represented by the NEA.

Both organizations propose to increase teachers' professional self-concept by gaining an increasing voice in the decisions affecting their professional growth and development. A number of research efforts have studied the differences between the NEA and the AFT. The next section addresses those studies.

Related Research on The Differences in The NEA and The AFT

In 1965, Robert Lee Clark studied the roles of the AFT and NEA in collective negotiations. His study consisted of a survey of the opinions of teachers and school administrators in five selected Illinois school districts. His conclusions included the following: (1) Pressure from administrators was exerted to cause teachers to join the NEA, while pressure from peers was a factor in joining the AFT. (2) Teachers and administrators esteemed membership in the NEA higher than membership in the AFT. (3) Both teachers and administrators felt that the NEA was more concerned with raising professional standards while the AFT was more concerned with salaries and working conditions.<sup>42</sup>

---

<sup>42</sup> Robert Lee Clark, "The Roles and Positions of The NEA and of The AFT in Collective Negotiations: Opinions of

In 1973, Thomas Thacker compared the attitudes of negotiators and items in negotiated contracts in schools affiliated with the NEA and those affiliated with the AFT. The sample was nine randomly selected school districts in the Southeastern portion of the state of Illinois. His study attempted to measure the level of militancy, professionalism, and association with management. In addition, an item analysis was conducted on each of the districts' master contracts.

Thacker concluded that AFT negotiators displayed a higher degree of militancy but that there was no significant difference in professionalism. AFT negotiators tended to identify themselves more with organized labor. His study found no significant differences in items in contracts, such as recognition clauses, dues, bargaining unit definition, length of agreement, or any provisions which guaranteed the exchange of facts and views. However, he did conclude that there were a significantly higher number of educational provisions and employee considerations in AFT contracts. There was a significant difference in the grievance procedures, the number of steps, and the determination of final steps, with more NEA contracts defining arbitration as the final

step. However, the final step was defined as binding in more AFT contracts.<sup>43</sup>

In 1967, J. Edward Andrews performed a content analysis on forty selected teacher contracts. He concluded that the two organizations were essentially the same and predicted their eminent merger. Andrews reported the following findings and conclusions:

1. Exclusive recognition was the dominant pattern of recognition.
2. Negotiating units either included all professional staff members or separated classroom teachers from other staff members.
3. The dominant role for the superintendent of schools to play in negotiation was as a representative of the board of education.
4. Most agreements were for a period of one year, but some were for a period of three years.
5. The provision for payroll deduction of organization dues was the most-often-found organization security clause.
6. Specific procedures for the conduct of negotiations were not included in the written agreements.
7. Impasse procedures involving such processes as mediation and fact finding were included in about three-fourths of the agreements, but the board of education usually retained the authority to make unilateral final decisions.
8. Grievance procedures were included in about one-half of all agreements.
9. Salary was the most-often-found topic of negotiation.
10. About one-fourth of all agreements contained written results of negotiations on specific topics.
11. Topics most-often-included as negotiable included salary, health and life insurance benefits, leave benefits, promotion and transfer policy, length of the

---

<sup>43</sup> Thomas Larry Thacker "A Comparison of Attitudes of Negotiators and Negotiated Contracts Between NEA Affiliated School Districts and AFT Affiliated School Districts", Oklahoma State University, 1973

school day and year, class size, and duty-free lunch provisions.<sup>44</sup>

In 1972, Ziemer and Thompson studied fourteen contracts negotiated by NEA affiliates and fourteen contracts negotiated by AFT affiliates. Their purpose was to determine the extent to which curriculum and instruction components were included. On the basis of their findings, they concluded that a significantly greater number of curriculum\* components were contained in AFT contracts. According to Ziemer and Thompson, this may be accounted for by the union attitude of the AFT, since the union would encourage such items being included in order to gain greater control over curriculum and instruction. The NEA, however, would seek a more professional approach.<sup>45</sup>

Since the publication of "A Nation at Risk", the Carnegie Report and other educational reform reports of the past several years, there has been an increased cry for accountability in education and in particular merit pay, teacher evaluation, and instructional improvement. As indicated before, the NEA and the AFT differ in their perceptions of the val-

---

<sup>44</sup> Edward J. Andrews "What Are The Issues?", Educational Leadership, Vol.26, No. 6, (March, 1969) pp. 535-537

<sup>45</sup> Russell H. Ziemer "Negotiations and Curriculum: NEA vs AFT", Educational Leadership, Vol.31, No.2, (November, 1973), pp 102-105

ues of merit pay and teacher competency testing. Teacher evaluation is also a source of disagreement between the two organizations.

According to a 1981 report on labor relations in education published by the Bureau of National Affairs, teacher evaluation will be the major educational labor issue of the 1980's. The years between 1978 and 1981 reflected a trend toward increased teacher competency testing. By 1981, twenty-three states had provisions governing teacher competency. Administrators were warned to attempt to retain the authority to determine the methods and personnel involved in teacher evaluation.<sup>46</sup>

Mitchell et al in their report on the effects of collective bargaining in education maintained that before collective bargaining, quality in the classroom was achieved by certifying teachers carefully before they were placed in the classroom, but once there, autonomy, privacy and academic freedom became the controlling factors. Collective bargaining, however, has brought a demand that teacher's work be submitted to direct scrutiny and evaluation.<sup>47</sup>

---

<sup>46</sup> Government Employee Relations Report 1980-1981, p. 41:505

<sup>47</sup> Douglas E. Mitchell, Charles T. Kerchner, Wayne Erck, Gabrielle Pryor, "The Impact of Collective Bargaining on School Management and Policy", American Journal of Educa-

In regard to peer review evaluation, the AFT's Albert Shanker contended that teachers must begin to govern and police themselves or face the fact that state legislatures will do it for them. Shanker cited a report by the Rand Corporation which showed that the most able teachers leave the profession soonest and the worst stay the longest. Mary Futrell, president of the NEA, said peer review had been tried with mixed results, and that the NEA intended to study the matter examining closely its effects on morale, collective bargaining, and human relations. According to Griffin reporting in the Chicago Tribune, both the association and federation agreed that teachers needed to become more involved in deciding course content necessary for teacher certification.<sup>48</sup>

#### The Effects of Collective Bargaining on Professionalism

It was the indicated desire, by the NEA and the AFT, to increase professionalism through collective bargaining that led to the review of research on professionalism in education and how it is affected by collective bargaining. Lieberman defined a profession as being characterized by: (1) a unique social service, (2) an extended period of specialized

---

tion, Vol. 91, No. 2, (February, 1983), p. 185

<sup>48</sup> Jean Latz Griffin, "Teacher-Led School Reform Urged", Chicago Tribune, Sunday, August 26, 1984, Sec. 1, p. 5

training; (3) broad autonomy for both the individual and the occupational group, (4) acceptance of responsibility for decisions, (5) a self-governing professional organization, and (6) a precise code of ethics.<sup>49</sup>

According to Beal et al, teachers were qualified to be characterized as professionals. He argued that not every college graduate could teach, only those who have had certain courses in pedagogy, and that this distinguished teachers as professionals from others who hold a bachelors degree. This professionalism developed around the turn of the century when those who wanted to teach were required to complete the "normal school", a change from previous years when anyone who completed high school could teach. Beal viewed professions as historically starting with practitioners who were self-employed. He pointed out that even teachers once gave lessons for fees. Ultimately, teachers became employees, performing professional services for hire and under management.<sup>50</sup>

Ornstein argued that teaching not only does not exhibit all, but lags behind other professions in exhibiting any of the four important characteristics of a professional. He

---

<sup>49</sup> Myron Lieberman, Education As A Profession, Englewood Cliffs N.J.: Prentice - Hall, Inc., 1956, pp. 2-6

<sup>50</sup> Beal, pp. 442-443

contended that there was no agreed upon specialized body of knowledge that was "education" or "teaching". He cited, as proof of his contention, the fact that the content of teacher education courses varied not only from state to state, but from institution to institution. He also contended that state certification requirements varied and there was no orderly, accepted and validated test to measure the abilities of graduates of teacher training. In addition, teachers had no input into certification requirements. According to Ornstein, teachers had little of the autonomy possessed by other professionals. They could be told what to do by administrators, board members, parents, and other citizens. He maintained that collective negotiations was one of the ways teachers sought to insure that professional autonomy. Although teachers' salaries have not kept pace with inflation, Ornstein saw the trend in collective bargaining to include broader concerns than salaries in negotiations. Part of the problem, as Ornstein saw it, was that in the past even leaders of the NEA and the AFT had not been able to agree on qualitative educational issues.<sup>51</sup>

Hellriegel, French and Peterson researched the attitudes affecting teacher militancy. The sample included all of the

---

<sup>51</sup> Allan C. Ornstein, "The Trend Toward Increased Professionalism for Teachers", Phi Delta Kappan, Vol. 63, No. 3, (November, 1981)



counselors and classroom teachers at eight secondary public schools in three school systems within the Seattle metropolitan area. The variables tested included: (1) teacher satisfaction with rapport with the principal, teaching, rapport among teachers, salary, local curriculum issues, status, community support of education, school facilities and services, and community pressures, (2) professionalism, (3) socioeconomic factors, (4) external forces, (5) reinforcement, and their effect on collective negotiations and the effect of negotiations on: (1) power and control, (2) rewards, (3) aspiration level, and (4) institutional context<sup>52</sup>

The findings of the study verified that there was a statistically significant negative relationship between eight of the satisfaction factors and support for teacher strikes. There was a low, but significant correlation between professional role conception and support of teacher strikes by males, but almost no correlation for females. The results were also statistically significant between professionalism and the negotiation subscales of support for binding arbitration and support for a broad scope of negotiations.<sup>53</sup>

---

<sup>52</sup> Hellriegel et al, pp. 215-224

<sup>53</sup> Ibid. p.233

These researchers concluded that the finding that lower levels of satisfaction with salary and status were significantly associated with several of the negotiations factors indicated that some teachers perceived the negotiation process as a means of increasing their rewards and reducing their frustrations. The positive degree of association between the support for teacher strikes and other negotiation factors with levels of high professional role conception indicated a related effect with the source of dissatisfaction. Therefore, collective negotiations was perceived as a means of attaining professional goals, such as participation in decision making and some control over task accomplishments. They also concluded that the possibility existed that some of the militancy expressed by certain respondents was a consequence of their perception of school board members as being hostile towards the process of negotiations per se.<sup>54</sup>

A recent study by Mitchell et al on the impact of collective bargaining concluded that it was a powerful political force which has been able to introduce several major policy changes into the public school system. The researchers identified three basic educational policy arenas where the impact of collective bargaining was most influential: (1)

---

<sup>54</sup> Ibid., p. 34

the definition of teachers' work responsibilities; (2) mechanisms to control how teachers perform their jobs; and (3) the authority of school principals and other middle managers.<sup>55</sup>

According to this study, the major effects were those associated with the character of the teacher work responsibilities, including the separation of regular and extra duties, the curtailment or even elimination of specialized teachers, and a climate which encouraged minimal work effort during periods of negotiations or other conflict. In addition, they concluded that grievance procedures, bargaining for fringe benefits, and evaluations clauses were able to successfully alter the way teachers responded to the efforts of management to control their work and increased tensions in the normal relationships between teachers and administrators. Finally, in order to become more consistent in the administration of contracts on a district basis, principals and other middle managers tended to be less in tune with their individual school administrators or teaching staffs and tended to spend more time on rationalizing their actions and decisions.<sup>56</sup>

---

<sup>55</sup> Mitchell, Kerchner, Erck, and Pryor, p. 155

<sup>56</sup> Ibid., pp. 156-163

### Effect of Collective Bargaining On Contract Provisions

Although the research on the differences between the NEA and the AFT is limited, there has been research conducted on several contract provisions.

According to Bailey and Booth, the determination of the bargaining unit and the bargaining representative differs in states having bargaining statutes and those having no such statutes. Those states with statutes followed a prescribed step by step procedure in the selection process which typically included: (1) a formal election, (2) conducted by a state body, (3) time requirement and petition, (4) sharing of election costs, (5) a decertification process, (6) and the make-up of the bargaining unit. In states without bargaining laws, no such procedures existed and boards of education had the freedom to select whatever criteria for recognition they chose. Often private sector bargaining was used as a model.<sup>57</sup>

Bailey and Booth further reiterated that even in states where bargaining laws existed, the determination of who was to be considered a member of the bargaining unit was still considered a source of conflict. Although it was generally

---

<sup>57</sup> Max A. Bailey, Ronald R. Booth, Collective Bargaining and The School Board Member, Springfield, Il.: Illinois Association of School Boards, 1978, p. 34

accepted that management and supervisory personnel should be omitted, there seemed to be disagreement on the definition of these personnel. The Illinois Association of School Boards has defined management and supervisory personnel as follows:

those (positions) which require their incumbents, among other things, to act or recommend action on behalf of the board with respect to any of the following: hiring, assigning, transferring, promoting, evaluating, rehiring, or failing to rehire, laying off or recalling, or disciplining of any employee or implementation or administration of the collective agreement at any level in the organization or adjustment of grievances at any level<sup>58</sup>

The decline in enrollments has brought another phenomenon, teacher dismissals, into education and collective bargaining. The hardest hit areas are the Northeast and the Midwest. In 1980, six states had enacted laws pertaining to reduction in force and three states had revised seniority provisions which related to termination. Increasingly no lay-off clauses are being included in negotiated contracts.<sup>59</sup>

The most extensively researched contract provisions have been in the area of salary and other fringe benefit forms of

---

<sup>58</sup> Ibid., pp. 34-35

<sup>59</sup> Bureau of National Affairs, p. 41:505

compensation. Wynn researched the relationship of salaries to collective bargaining between the years 1960-1980. His study examined the variation between the average salaries of public school teachers in bargaining intensive states with those where bargaining was uncommon. His study included only salaries and did not compare any other issues such as fringe benefits, working conditions, or job security. He found no evidence to indicate that collective bargaining had a positive influence on teachers' salaries. The mean gain in salaries in collective bargaining intensive states was \$10,894. The mean gain in collective bargaining unintensive states was \$9,388. The former represents only 52% of the national average, while the latter represents 77%.<sup>60</sup>

In 1980, Chambers compared the impact of bargaining statutes on teacher salaries in the states of California and Missouri. He concluded that despite the fact that the two states differed in the intensity of their respective bargaining legislation, there was not much difference in the impact bargaining legislation had on economic issues.<sup>61</sup>

---

<sup>60</sup> Richard Wynn, "The Relationship of Collective Bargaining and Teacher Salaries 1960-1980", Phi Delta Kappan, Vol. 63, No. 4, (December, 1981), pp. 237-244

<sup>61</sup> Jay G. Chambers. "The Impact of Bargaining and Bargaining Statutes on The Earning of Public School Teachers: A Comparison in California and Missouri", Institute for Research on Educational Finance and Governance, Stanford University, January, 1980, pp. 10 - 12

Collective Bargaining in Illinois

This current study uses Illinois as a base for its sample. Some brief notes, therefore, are included regarding various factors as background for this study.

According to the Illinois Teacher Salary Schedule and Policy Study for 1983-1984, although nearly one-half of the total number of school districts in the state of Illinois did not bargain collectively with their teachers, 97% of the school districts in Illinois had adopted a teacher salary schedule. The typical salary schedule in Illinois was composed of two basic elements, the number of years experience and the level of education. These two elements were used to place teachers on the salary schedules. Other types of compensation, in the form of fringe benefits, were increasing. These fringe benefits included: employer - paid retirement contributions, longevity pay, grants, teaching experience bonuses, and merit pay<sup>62</sup>

The median beginning teachers' salaries in Illinois at the bachelors and masters degree level were \$13,720 and \$15,030. For experienced teachers the medians were \$19,668 and \$23,109. The percentage of increase in salaries ranged

---

<sup>62</sup> Illinois Teacher Salary Schedule and Policy Study 1983-1984, Springfield, IL: Illinois State Board of Education Department of Planning, Research and Evaluation, pp. 1 - 5

from 2.9 to 4.3. Larger sized districts tended to adopt higher salary schedules and the salaries in Cook and the surrounding counties tended to be higher than in the rest of the state.<sup>63</sup>

The same study concluded that there was a positive relationship between school enrollment size and collective negotiations based on the fact that districts with enrollments of less than 500 reflected 19% with signed agreements while districts with enrollments over 12,000 had a percentage rate of 100. The greatest number of districts with bargaining agreements were in the areas surrounding Chicago and St. Louis. The number of districts participating in collective bargaining increased 2.5% since 1976 - 1977 and eventhough only one half of the total districts had bargaining agreements, these agreements represented 83% of the total number of teachers.<sup>64</sup>

During the 1983 - 1984 school year, 378 of the 507 districts with agreements were affiliated with the IEA and 109 were affiliated with the IFT, and one was jointly represented by both. In the same year, the IEA gained eight districts and the IFT gained seven. The IEA represented a

---

<sup>63</sup> Ibid., pp. 7 - 12

<sup>64</sup> Ibid., pp. 13 - 15



majority of districts, with 67% to 31% for the IFT. The only exception were districts with enrollments over 12,000 where the IFT was highest with 46%. The IEA represented 43% of all full-time teachers and the IFT represented 38%.<sup>65</sup>

---

<sup>65</sup> Ibid., pp. 15 - 17

## CHAPTER III

### ANALYSIS OF THE DATA

As stated in Chapter I, the purpose of this study was to determine the similarities and differences in secondary school contract and unit district contract provisions pertaining to secondary schools in contracts negotiated by the AFT and those negotiated by the NEA. All of the original 19 IFT and 19 IEA contracts from the Illinois counties of Cook, DuPage, Lake, and Will were collected, examined and categorized. All data in this chapter will be expressed as a numeric total of the number of each provision contained in contracts examined from each organization, as well as the percentage this total represents. The absence of a provision in any contract should not be interpreted to mean that the provision was not present in the district, only that it was not specified in the procedural agreement. Only provisions found in more than three contracts from either organization were specified in the tables. The category entitled "others" is an aggregate total of all provisions found in three or less contracts from either one or both of the organizations.

As indicated in Table 1, of the thirty-eight contracts examined, twenty-four were from Cook County. Of these, thirteen were IEA affiliates and eleven were IFT affiliates. Six contracts, three IFT and three IEA, were from Lake county and four contracts, three IFT and one IEA, were from Will County. The remaining four contracts were from DuPage County, two affiliated with the IFT and two affiliated with the IEA.

TABLE 1  
SAMPLE LOCATION

COUNTY	IFT	IEA
Cook	11	13
Lake	3	3
DuPage	2	2
Will	3	1

Table 2 reflects the enrollment of the sample districts. Two of the contracts, one affiliated with the IFT and one affiliated with the IEA, were from districts with enrollments between 500 and 999. Eleven contracts, six IFT affiliates and five IEA affiliates, were from districts with enrollments ranging from 1,000 to 2,999. Sixteen contracts, ten IEA and six IFT, were from districts with enrollments ranging from 3,000 to 5,999. Five districts had enrollments of 6,000 to 11,999. Of these, three were IFT affiliates and two were IEA affiliates. Four contracts were examined from

districts with enrollments over 12,000. Three of these were IFT affiliates and one was affiliated with the IEA.

TABLE 2

## SAMPLE ENROLLMENTS

ENROLLMENT	IFT	IEA
500 - 999	1	1
1000 - 2999	6	5
3000 - 5999	6	10
6000 - 11999	3	2
Over 12,000	3	1

One of the primary observations immediately deduced from an examination of the contracts was a distinct difference in the model used by each organization as a basis for constructing individual district contracts. Since the categories originally chosen for examination were based on clauses in an IEA model contract, these same categories were maintained throughout the study and the IFT contract provisions were recategorized according to this model. In addition, the provisions contained within clauses differed between contracts. Provisions in one contract found in the working conditions clause might be found in duties, rights, and responsibilities in another contract regardless of affiliation, for example provisions for notification of teaching assignment. Therefore an attempt was made to recategorize provisions more uniformly.

The data included in this chapter are presented in sections reflecting the similarities and differences in the following contract clauses.

Recognition

Duties, Rights, and Responsibilities

Working Conditions

Evaluation, Termination, and Reduction In Force

Leaves

Grievance Procedures

Salary and Fringe Benefits

Negotiations Procedures

Effect of The Agreement

#### Recognition

The recognition clauses in individual contracts varied in the method of defining the bargaining unit. The variations ranged from a general inclusion of all certified personnel, excluding supervisory or administrative personnel, to specific listings of personnel included or excluded from the bargaining unit. The personnel classifications reported in this study were limited to those specifically stated in contracts.

As can be seen from Table 3, IFT contracts tended to be more specific than IEA contracts in defining members of the bargaining unit. This does not mean to imply that the per-

sonnel not listed were not covered by the negotiated IEA contracts, only that they were less likely to be listed.

TABLE 3  
RECOGNITION

PROVISIONS	NUMBER		PERCENT	
	IFT	IEA	IFT	IEA
Full-Time Certified Teachers	19	19	100	100
Counselors	11	7	58	37
Deans	8	1	42	5
Department Chairmen	7	2	37	11
Athletic Directors	1	1	5	5
Social Workers	4	2	21	11
Degreed Nurses	9	9	47	47
Library/Media	12	1	63	5
Part-time Teachers	7	8	37	42
Others	26	4		

All of the contracts contained provisions recognizing full-time certified teachers. Counselors, deans, department chairmen, and library and media personnel were more likely to be found listed in recognition clauses in IFT contracts. Degreed nurses tended to appear in an equal amount of contracts from either organization. Part-time teachers did not appear in a greater number of contracts from the IFT or the IEA, but full-time substitutes, included in the sub-category "others", appeared in more IFT contracts than IEA contracts. A large number of individual positions, ROTC instructors for example, were specifically listed in IFT contracts and were omitted in IEA contracts.

### Duties, Rights and Responsibilities

The contract provisions included in this category were those which dealt with employer and employee responsibilities to each other as well as the union or association and board rights.

Although Table 4 in general reflects little difference in this category between IEA contracts and IFT contracts, there are several provisions that do differ substantially. All contracts, both IFT and IEA, contained non-discrimination provisions. However, only a small number from either organization contained affirmative action provisions. IFT contracts were more likely to contain "no lock-out" provisions than IEA contracts, but "no-strike" provisions tended to be included in an equal number of contracts from both organizations. Provisions dealing with union or association input into board policy changes were more frequent in IFT contracts, as were provisions for the negotiated agreement to supercede the board policy. IFT contracts also tended to include more provisions restricting the use of classroom time and students for union activities.

IEA contracts contained more provisions pertaining to procedures for disciplining teachers and also provisions listing the specific legal rights of the Board of Education. In addition, more IEA contracts contained fair share provi-

TABLE 4  
DUTIES, RIGHTS AND RESPONSIBILITIES

PROVISIONS	NUMBER		PERCENT	
	IFT	IEA	IFT	IEA
Non-Discrimination	19	19	100	100
Affirmative Action	1	2	5	11
No-strike	14	14	74	74
No-lock out	4	1	21	5
Board Policy Changes	7	2	37	11
Teacher Discipline Procedures	9	12	47	63
School Visits by Representatives	6	3	32	16
Tea/Assoc/Adm Mtgs on School Time	4	1	21	5
Dues Deduction	18	13	95	68
Use of Facilities & Equip	14	14	74	74
Planning Inservice	5	2	26	11
Code of Ethics	2	2	11	11
Daily Released Time for Officers	6	6	32	32
Rights of Non-Members	4	4	21	21
Legal Rights of Board	9	16	47	84
Fair Share	2	7	11	37
Contract Supersedes Bd. Policy	10	3	53	16
Bd Control of Teacher Outside Act.	5	3	26	16
Use of Students/Classtime for Union Activities	7	2	37	11
No Jeopardy For Teachers Applying in Another District	5	1	26	5
Credit Union	1	4	5	21
Provision for Union or Assoc. Office Space and Equipment	3	2	16	11
Notification of Teaching Assign.	11	9	58	47
Right to Join or Not Join Any Org	9	13	47	68
Notification of Board Meetings, Agenda and Minutes	8	12	42	63
Student/Parent Complaint Process	7	10	37	53
Notification of Vacancies	15	15	79	79
Re-Assignment or Transfer Policy	14	12	74	63
School Calendar - Specific Limits	8	13	42	68
School Calendar - Recommendations	7	1	37	5



Assoc. or Union Items on Board Agenda	3	4	16	21
Limit on Number & Length of Faculty Meetings	9	8	47	42
Selection of Textbooks & Instructional Material	6	2	32	11
Information Available To The Union or Assoc.	13	3	68	16
Others	38	36		

sions. A teacher's right to join or not join any organization was guaranteed in more IEA contracts than in IFT contracts. The organizations differed in provisions regarding union or association input into the formulation of the official school calendar. More IEA contracts tended to contain specific limits on the school calendar, while IFT contracts tended to contain provisions for union or association recommendation only.

#### Working Conditions

The provisions contained in this category were limited to those which defined conditions under which teachers were required to function. Since the number of provisions found in this category was so extensive, it was decided that for the purpose of presenting the data, the category would be divided into the following sub-sections: limits on work time, class size, teaching assignments, supervision, classes and work areas, supportive conditions, legal rights and pro-

tection, and extra curricular activities.

#### Limit On Work Time

The provisions examined in this section of the clauses on working conditions dealt with the length of time a teacher was required to be in the building, and the amount of time spent in contact with students. As indicated in Table 5, IEA contracts were more inclined to contain provisions specifying lunch and preparation time allotted. IFT contracts, on the other hand, were more likely to include specific clock times for starting and ending the day, as well as a specific bell schedule. More IEA contracts provided for a teacher working a specified number of clock hours.

TABLE 5

#### LIMITS ON WORK TIME

PROVISIONS	NUMBER		PERCENT	
	IFT	IEA	IFT	IEA
Specific Number of Periods	10	14	53	74
Specific Starting and Quitting Times	4	1	21	5
Specific Number of Clock Hours	5	13	26	68
Specific Bell Schedule	3		16	
Total Teaching Time	1	2	5	11
Lunch Time Specified	6	9	32	47
Preparation Time Specified	4	9	21	47

#### Class Size

Class size provisions did not appear in a large number of IFT or IEA contracts. Because of the small number of provi-

sions contained in the contracts examined, Table 6 includes all of the provisions found, regardless of amount. There was no indication of the likelihood of these provisions being contained in contracts negotiated by either organization.

TABLE 6  
CLASS SIZE

PROVISIONS	NUMBER		PERCENT	
	IFT	IEA	IFT	IEA
General Recommendations	5	6	26	32
Specific Limits	4	4	21	21
Total Number of Students Per Teacher	2	1	11	5
Total Number of Students Per Division		1		5
Union Recommendation on Class Size		1		5
Limit on Special Education Classes	2	1	11	5
Work Study Class Limits	1	1	5	5
Number of Students per Counselor	1	1	5	5
Number of Library/Media Personnel	2	1	11	5
Remedies For Excessive Class Size	1	1	5	5
NCA Pupil Teacher Ratio Required	3		16	
Beginning Teachers Receive The Lowest Class Size		1		5
Minimum Number For Class Size		2		11
Complaint Committee on Class Size	1		5	

#### Teaching Assignments

There was a difference indicated in provisions dealing with the number of class preparations to which a teacher could be assigned. Provisions limiting the number of class

preparations per teacher were found in more IFT contracts than IEA contracts. In addition, IFT contracts tended to more often restrict the number of consecutive classes to which a teacher could be assigned during a school day. Table 7 indicates differences in provisions found in this section of the working conditions clauses.

TABLE 7  
TEACHING ASSIGNMENTS

PROVISIONS	NUMBER		PERCENT	
	IFT	IEA	IFT	IEA
Limit on the Number of Class Preparations	11	5	58	26
Limit on the Number of Consecutive Classes	7	2	37	11
Overload Teaching Assignments	12	10	63	53
Assignment to Zero Hour Classes	2	2	11	11
Restriction on Combining Classes	1	1	5	5
Reduced Schedule in Certain Subject Areas		1		5
Department Chairman Makes Recommendations on Class Assignments	4		21	
Non-Teaching Assignments Part of the Regular Teaching Schedule	3		16	

#### Supervision

Table 8 includes the provisions found in working conditions clauses which provided for teacher supervision duties during the school day. Again, there was no difference indicated between IEA and IFT contracts.

TABLE 8  
SUPERVISION

PROVISIONS	NUMBER		PERCENT	
	IFT	IEA	IFT	IEA
Additional Supervision During Preparation Time	3	2	16	11
Regular Supervision Schedule	6	6	32	32
Para-professional Hired For Supervision	2	3	11	16
Certified Staff In Study Halls	1		5	
Limit on Emergency Supervision Time	1	3	5	16
Joint Committee on Supervision Assignments	1		5	
Agreement by the Association To Provide Supervision		1	5	

#### Classes and Work Areas

IFT contracts definitely tended to provide more for teacher assignment to classrooms and work areas than did IEA contracts. Provisions for definite desk and work space or storage areas, assignment of teachers to more than one classroom, and a limit on types of classes or grade levels to be held in the same classroom were found in greater numbers in IFT contracts. As indicated in Table 9, the provision that was contained most in any IEA contracts was a provision for desk and work or storage area.

#### Support Conditions

TABLE 9

## CLASSES AND WORK AREAS

PROVISIONS	NUMBER		PERCENT	
	IFT	IEA	IFT	IEA
Students Cannot Be Reassigned To A Teacher Whose Class They Failed		1		5
Classroom Alternatives		1		5
Desk, Work Space, Storage Areas	8	4	42	21
Teacher Preference to be Considered In Assigning Classrooms	2		11	
Assignment to Only One or a Minimum Number of Classrooms	6	1	32	5
Number of Teachers per Work Station	3		16	
Types of Classes and Grade Levels To be Held in the Same Classroom	2		11	

Items included in this sub-section and reflected in Table 10 pertain to those provisions which dealt with efforts to make the physical surroundings of the work place safer and more pleasurable. IFT contracts tended to contain more provisions in this category than did IEA contracts. Parking facilities, teachers' lounges, and telephone facilities were specified in more IFT contracts. Provisions for dealing with student discipline were not only contained in more IFT contracts, but also were more detailed. There was a tendency for IFT contracts to provide clerical support for teachers. Lesson plans, to be left available for substitutes, or simply as a day to day necessity, were mandated

for teachers in four IFT contracts, but were not mentioned in any IEA contracts.

TABLE 10  
SUPPORT CONDITIONS

PROVISIONS	NUMBER		PERCENT	
	IFT	IEA	IFT	IEA
Parking Facilities	7	4	37	21
Teacher's Lounge	7	2	37	11
Telephone Facilities	4	2	21	11
Professional Library or File	2	1	11	5
Student Discipline	13	11	68	58
Clerical Support	7	2	37	11
Clean Classrooms	2	1	11	5
Travel Between Buildings	6	2	32	11
Paraprofessionals Hired to Work With Teachers	3	1	16	5
Lesson Plans Required	4		21	

#### Legal Rights and Protection

As indicated in Table 11, IFT contracts tended to contain more provisions for Academic freedom, but more IEA contracts provided for individual teacher political freedom. Even-though it is provided in the School Code more IEA contracts specified legal protection against assaults. IFT contracts prohibited teachers working under hazardous conditions, and also provided more often for insurance or reimbursement against personal loss. IFT contracts also tended to regulate the use of the school public address system as a monitoring device and as a classroom interruption.

#### Extra-Curricular Activities

TABLE 11

## LEGAL RIGHTS AND PROTECTION

PROVISIONS	NUMBER		PERCENT	
	IFT	IEA	IFT	IEA
Academic Freedom	15	10	79	53
Political Freedom		6		32
Legal Protection Against Assault	8	10	42	53
Hazardous Working Conditions	11	3	58	16
General Indemnity Specified	2	2	11	11
Insurance or Reimbursement For Personal Loss	7	3	37	16
Insurance For Transportation Of Students in Teacher's Car	1	1	5	5
Leaving the Building During the School Day	10	7	53	37
Regulation of The P.A. System	14	3	74	16
Administrative Grade Changes	7		37	
Contents and Review Of Personnel File	18	18	95	95

Excluding pay schedules, provisions for teacher assignment to extra-curricular activities were contained in more IFT contracts than in IEA contracts. There seemed to be an equal emphasis placed on limiting the number of required evening activities. However, as shown in Table 12, more IFT contracts contained provisions governing the assignment to and payment for addenda positions.



TABLE 12

## EXTRA-CURRICULAR ACTIVITIES

PROVISIONS	NUMBER		PERCENT	
	IFT	IEA	IFT	IEA
Fair and Equal Assignment	5	1	26	5
Involuntary Assignment To Addenda Positions	8	4	42	21
Attendance at Extra- Curricular Events Considered A Professional Duty	4		21	
Limitation on Required Evening Activities	7	7	37	37
Detailed Procedure For Assignment To Extra-Curricular Activities	3	1	16	5

Evaluation, Termination, and Reduction In Force

The provisions examined in this category were limited to those pertaining to the determination of teacher effectiveness and those providing for the fair and equitable dismissal of teachers. As in the working conditions category, this category was divided into sub-sections and will be presented in individual tables.

## Evaluation

As indicated in Table 13, IEA contracts were more likely to contain provisions for a joint committee of teachers and administrators to set guidelines for the evaluation process. Four of the IEA contracts contained only a short general statement regarding the need for evaluations. IFT con-

tracts, on the other hand, tended to contain more specific provisions governing the observation and evaluation process particularly in the areas of assistance or remediation, criticism and recommendations, and the right, in the event of an unfavorable evaluation, to additional observations or evaluations. The most often found provision, in contracts from either organization, provided for guidelines regarding the placement of the evaluation in the teacher's personnel file, including the right of the teacher to file a supplement.

#### Reduction In Force

Reduction in force provisions are significant because of declining enrollment. Most contracts examined specified the honorable dismissal of non-tenure teachers as the first step in reduction in force. The guidelines, if any, listed for the honorable dismissal of non-tenured staff mandated following the School Code. As reflected in Table 14, seniority was the most often found criterion for the order of rifting in contracts from either organization. However, IFT contracts were more likely to contain provisions for teachers being exempted from rifting based on evaluations and qualifications, as well as restrictions on teachers working in their minor fields to avoid rifting. Three IEA contracts contained no clauses providing for a reduction in staff. Recall procedures, specifying the order of last out first to

TABLE 13  
EVALUATION

PROVISIONS	NUMBER		PERCENT	
	IFT	IEA	IFT	IEA
Joint Committee-Guidelines	2	8	11	42
General Evaluation Statement		4		21
Statement of Purpose	8	6	42	32
Placement In Personnel File	12	8	63	42
Formal Observation Guidelines	3	4	16	21
Hold On Salary Step	4	5	21	26
Assistance Required in Remediation	8	1	42	5
Additional Observation or Evaluation	4	1	21	5
Criticism and Recommendations	5	1	26	5
Instrument- Notification to Staff	7	9	37	47
Written Evaluation Must Contain Weaknesses and Strengths	4	2	21	11
Must Be Conducted With The Full Knowledge of The Teacher	10	7	53	37
Formal Evaluation Must Be Preceded By Observations	2	6	11	32
Teacher's Right To File A Written Supplement	7	7	37	37
Recommendations Must Be Substantive and Specific	5	4	26	21
Advanced Notice of Observation	4		21	
Others	21	16		

return, were detailed in an equal amount of IFT and IEA contracts. However, recall procedures were not specified in nearly half of the contracts examined.

#### Termination

TABLE 14  
REDUCTION IN FORCE

PROVISIONS	NUMBER		PERCENT	
	IFT	IEA	IFT	IEA
Seniority First Criterion	18	13	95	68
Recall - Last Out, First Back	10	8	53	42
Ties In Seniority	7	4	37	21
Notification To Union or Association Before Riffing	6	3	32	16
Dismissal of Non-Tenure First	18	13	95	68
Exemption on The Basis of Qualification and Evaluation	4	2	21	11
Additional Credit Hours Needed In Order To Teach in Minor Field	4	1	21	5
Points Allotted For Degrees and Extra-curricular Activities	5	5	26	26
Others	18	11		

The School Code provides the guidelines for the dismissal of teachers for cause. This may account for the fact that many contracts examined contained no provisions for such a dismissal. Those provisions listed in Table 15 are only those which were considered to be beyond the requirements of the School Code. IFT contracts contained more provisions requiring a conference to be held between the appropriate administrator and the teacher. However, IEA contracts tended to contain a greater number of clauses restricting the board's right to dismiss teachers.

TABLE 15  
TERMINATION

PROVISIONS	NUMBER		PERCENT	
	IFT	IEA	IFT	IEA
Conference Between Adm. and Teacher Required	7	5	37	26
Reasonable Written Warning	3	3	16	16
Must Adhere to School Code	3	2	16	11
Execution of Evaluation Procure First	2	1	11	5
Simple Statement-Dismissal For Cause		1		5
Suspension With Pay		2		11
Review of Personnel File First		1		5
Copy of Notification To Remediate Given to the Union or Assoc.		2		11
Right to Grievance Waived If Protest Filed Under the School Code		3		16

Leaves

Table 16 indicates the types of leaves and related provisions pertaining to the granting of leaves specified in individual contracts. There were slightly more provisions in IFT contracts than IEA contracts. Again, it is important to note that a leave, jury duty as an example, being omitted from the study does not indicate that the leave was not granted by the district, only that it was not specified in the contract.

TABLE 16

## LEAVES

PROVISIONS	NUMBER		PERCENT	
	IFT	IEA	IFT	IEA
Sick Leave	19	19	100	100
Maternity or Parental Leave	19	19	100	100
Personal Leave	19	15	100	79
Sabbatical Leave	15	10	79	53
Professional Meetings	15	9	79	47
Educational Leave	12	12	63	63
Civic Duty	18	18	95	95
Personal Illness (Extended)	10	5	53	26
Union or Assoc. Leaves	5	12	26	63
Overseas or Exchange Teaching	6	19	32	100
Sick Leave Bank	4	8	21	42
Bereavement Leave	9	3	79	16
General Leave of Absence	7	2	37	11
Leaves For Elected Office	6	3	32	16
Disability Leave	5	4	26	21
Job Sharing		4		21
Yearly Notice of Sick Leave Bal.	4	1	21	5
Others	18	11		

All contracts examined granted sick leave, usually ranging from ten to fifteen days. A sick leave bank for teachers who used all of their regular sick leave was provided in more IEA contracts than IFT contracts, but IFT contracts provided for extended sick leave more often. Likewise, all contracts examined contained provisions for maternity, parental or child care leave. All IFT contracts specified leave for personal business ranging from one to three days. Four IEA contracts contained no specific provisions for personal leave. However, in these contracts, the number of sick days was larger, and personal business was usually considered a legitimate reason for use of sick leave. Bereave-

ment leave, for a death in the immediate family, was found in more IFT contracts than IEA contracts. Four IFT contracts provided for the yearly notice of sick leave balance. More IFT contracts than IEA contracts specified provisions for general leaves of absence, professional meetings, and sabbatical leaves.

IEA contracts contained more provisions for overseas or exchange teaching leaves, as well as union or association leaves. Job-sharing leaves, a provision granting two or more teachers the right to work part-time and share a job for a specified period of time, were granted in a small number of IEA contracts and no IFT contracts.

#### Grievance Procedures

Grievance Procedures were contained in all of the contracts and each specified the maximum number of days a grievance could remain at each level. Most of the contracts also specified an attempt at informal resolution of the grievance before proceeding to Level One. Level One in all contracts was designated to be the principal or immediate supervisor. The superintendent was designated as the second level. Not all contracts contained a level designated at the board of education, however those that did were more often IFT contracts. All but two contracts from each organization specified arbitration as the final level. Of these, most

provided for binding arbitration, regardless of affiliation. These contracts also listed the specific duties of the arbitrator.

As outlined in Table 17, IEA contracts were more likely to specify mutual assistance in investigating and providing information to resolve the grievance. More IEA contracts designated that the grievance be filed separate from the personnel file of the teacher. Provisions for withdrawal of a grievance at any level without setting precedence were contained in almost twice as many IEA contracts as IFT contracts. In addition, IEA contracts tended to provide more for paid released time for grievance hearings, while IFT contracts tended to specify that grievance hearings could not interfere with instruction.

### Salary and Fringe Benefits

#### Salary

The Illinois Teacher Salary Schedule and Policy Study was used as a means of obtaining information regarding the average salaries in each of the contracts examined. A T-Test was performed to determine what, if any, significance there was between the mean of these salaries. The T-Test yielded



TABLE 17  
GRIEVANCE PROCEDURES

PROVISIONS	NUMBER		PERCENT	
	IFT	IEA	IFT	IEA
Filed At Appropriate Level	14	16	74	84
Maximum Number of Days at Each Level	19	19	100	100
Informal Attempt To Settle	13	16	68	84
1st Level -Principal	19	19	100	100
2nd Level -Superintendent	19	19	100	100
3rd Level- Board	16	10	84	53
Binding Arbitration	14	12	74	63
Non-binding Arbitration	3	5	16	26
Assoc or Union Representative Must Be Present at Hearings	11	9	58	47
Mutual Assistance	2	7	11	37
Filed Seperate From Personnel File	2	13	11	68
All Sessions Closed	4	1	21	5
Failure To File At a Higher Level-Acceptance	11	7	58	37
Duties of Arbitrator	17	17	89	89
No Reprisals	8	12	42	63
Hearings on School Time	7	13	37	68
Withdrawal Without Precedence	2	13	11	68
Extending Time Limits	11	9	58	47
Assoc. or Union Rights	9	7	47	37
No Interference With Instruction	13	4	68	21
Others	14	26		

a result indicating a . 817 significance probability for the null hypothesis. Therefore it was assumed that there was very little difference in salaries between the contracts

negotiated by the two organizations. The lowest average salary in IFT contracts was \$22,433, and the highest average salary was \$39,836. In IEA contracts, the lowest average salary was \$23,006, and the highest was \$37,206. The mean of the average salaries for the IFT districts was \$29,354 and the mean of average salaries for IEA contracts was \$29,665. The results of this T-Test are reflected in Table 18.

TABLE 18

## T-TEST ON AVERAGE SALARIES

STATISTIC	IFT	IEA
Number of Cases	19	19
Mean	29354.0526	2966.58421
Standard Deviation	4502.107	3700.484
Standar Error	1032.854	848.949
T Value		0.23
Degrees of Freedom		34.70
2 Tail Probability		0.817

## Fringe Benefits

Fringe benefit results are indicated in Table 19. The most common fringe benefit in any contract was life and health insurance. Premiums for life insurance were 100% board paid in most contracts. Medical and dental insurance premiums were 100% board paid in fewer contracts, regardless of affiliation. A little less than half the number of contracts from either organization contained provisions for tuition reimbursement. Longevity pay for teachers at the

top of the salary schedule was found in more IEA contracts than in IFT contracts. However, mileage reimbursement was specified as a separate provision in more IFT contracts. IEA contracts tended to contain provisions for additional compensation for supervisory duties, while IFT contracts contained provisions for preventive medicine in the form of flu and cold shots.

TABLE 19  
FRINGE BENEFITS

PROVISIONS	NUMBER		PERCENT	
	IFT	IEA	IFT	IEA
Life Insurance	18	19	95	100
Medical Ins./100% Bd. Pd.	14	12	74	63
Medical Ins./Partial Bd. Pd.	5	7	26	37
Tuition Reimbursement	8	8	42	42
Longevity Pay	6	4	32	21
Summer School Pay Sched.	2	6	11	32
Procedure for Applying for Summer School/Alt. Educ.	13	14	68	74
Mileage Reimbursement	13	7	68	37
Early Retirement Incentive	9	12	58	63
Method of Salary Payment	13	11	68	58
Compensation for In-School Subs	13	16	68	84
Add'l Compensation for Supervision		4		21
Tax Shelters	9	11	47	58
Preventive Medicine	4		21	
Retirement Contributions Tax Sheltered	13	11	68	58
Differentials for Deans, Department Ch., Counselors	9	5	47	26
Adenda Schedule	19	19	100	100
Others	23	21		

Some form of board paid tax sheltered retirement contribution was provided in thirteen IFT and eleven IEA contracts. It was difficult to determine from reading the contracts if this provision was actual board paid retirement or only tax sheltered retirement contributions. In all contracts containing this provision, the amount of retirement paid by the board was reflected in the total amounts listed on the salary schedules.

All contracts contained a schedule of salaries and compensation for extra duties such as, coaching, tutoring, substitutions, and other responsibilities not included in regular teaching assignments. IFT contracts, however, were more likely to specify provisions for salary differentials for deans, counselors, and department chairmen.

#### Placement on Salary Schedule

Provisions in contracts pertaining to teacher placement on the salary schedule are reflected in Table 20. There was no clear difference indicated between the provisions in IFT or IEA contracts detailing teachers' movement on the salary schedule. A small but nearly equal amount of contracts from both organizations provided some form of professional growth policy allotting additional compensation for significant contributions to the instructional program.

TABLE 20  
PLACEMENT ON SALARY SCHEDULE

PROVISIONS	NUMBER		PERCENT	
	IFT	IEA	IFT	IEA
Procedure for Movement	14	12	74	63
Professional Growth Policy	4	6	21	32
Placement - Actual Yrs. Exp.		5		26
Placement 1yr Less Than Exp.		1		5
Placement 5-8yrs All Exp. 1/2 For Each Add'l Yr/Max. 10		2		11
Placement 4-6 yrs Max.	2	3	11	16
Placement 7-10yrs. Max.	9		47	
Placement 13 Year Max.	1		5	

Not all contracts examined specified years of experience to be granted for placement on the salary schedule for newly hired employees. However, when specified, IEA contracts tended to grant actual or near to actual years of experience. IFT contracts tended to specify a limited number of years experience for placement on the salary schedule.

#### Negotiations Procedures

The differences and similarities in negotiations clauses are reflected in Table 21. More provisions were contained in IEA contracts than in IFT contracts except for provisions specifying no reprisals for participating in negotiations. The most obvious difference in numbers of provisions found in contracts was in provisions which detailed the ratification procedure for the agreement. Provisions

pertaining to the selection of the negotiating team, individual agreements, and meetings were contained in IEA contracts, but not found in any of the IFT contracts examined. Likewise, limits on the number of members to a negotiating team and a requirement for conducting negotiations in an atmosphere of mutual respect and courtesy were contained in more IEA contracts. The inclusion of agreed upon provisions in individual teacher contracts and in board policy were also more detailed in IEA contracts.

TABLE 21  
NEGOTIATIONS PROCEDURES

PROVISIONS	NUMBER		PERCENT	
	IFT	IEA	IFT	IEA
Date For Beginning Neg.	14	14	74	74
Inf. Available to Union	7	13	37	68
Printing & Dist. of Agreement	8	9	42	47
Scope of Negotiations	7	10	37	53
Inclusion in Ind. Contracts	3	8	16	42
Ratification Procedure	1	9	5	47
Inclusion in Bd. Policy	3	5	16	26
No Reprisals	4	1	21	5
Mutual Respect and Courtesy	1	4	5	21
Number of Members on Neg. Team	1	4	5	21
Selection of Members		6		32
Procedure for Ind. Provision Agreement		6		32
Meeting To Be Called by Either Party		5		26
Others	12	26		

Effect of The Agreement

The analysis of the effect of the agreement was limited to the length of time for which the contracts were ratified.

As indicated in Table 22, most IEA contracts were for a period of 2 years, while IFT contracts were spread across a period of one to four years with most being for a period of three years.

TABLE 22  
EFFECT OF THE AGREEMENT

PROVISIONS	NUMBER		PERCENT	
	IFT	IEA	IFT	IEA
One Year	2	1	11	5
Two Year	6	11	32	58
Three Year	9	7	47	37
Four Year	2		11	

Summary

This chapter presented the data secured from a content analysis of the 19 IFT and 19 IEA contracts examined from Cook, Will, Lake, and DuPage county. The data presented represented provisions found in the sample contracts in the following clauses: recognition, duties, rights and responsibilities, working conditions, evaluation, termination, and reduction in force, leaves, grievance procedures, salary and fringe benefits, negotiations procedures and the effect of

the agreement.

The following chapter will attempt to make some implications and draw some conclusions based on this data.



## CHAPTER IV

### SUMMARY, CONCLUSIONS, RECOMMENDATIONS

#### Summary

The data presented in Chapter III represent the results of a content analysis performed on 19 IFT teacher contracts and 19 IEA teacher contracts selected from the Illinois counties of Cook, Will, Lake, and DuPage, in an effort to determine what, if any, were the differences and similarities in provisions of teacher contracts negotiated by the AFT and those negotiated by the NEA.

The analysis was obtained by examining the selected contracts and listing the various provisions contained in the following clauses: recognition; duties, rights, and responsibilities; working conditions; evaluation, termination, and reduction in force; grievance procedures; leaves; salary and fringe benefits; negotiations procedures; and the effect of the agreement. Since the two organizations obviously used a different model for writing a contract, the NEA model was used for the categorization and AFT provisions were recategorized to fit that model. It was recognized that this

introduced a bias into the study.

In general, with the exception of dismissal clauses, grievance procedures, and negotiations procedures, IFT contracts tended to be more specific and detailed. Recognition clauses in IFT contracts tended to be more specific in listing personnel covered in the definition of the bargaining unit. There was no clear difference between the contracts negotiated by either organization in the category of duties, rights and responsibilities, although there were slightly more of such provisions contained in IFT contracts.

Working conditions clauses differed between organizations in some areas, but not in others. More provisions dealing with time limitations were found in IEA contracts. Class size and supervision provisions were almost equal for each organization. There were more provisions specifying teacher assignments, classes, and work areas in IFT contracts. Likewise IFT contracts tended to contain more provisions determining support conditions, teacher legal rights and protection, and assignment to co-curricular activities.

There was little difference between contracts negotiated by either organization regarding the number of provisions contained in evaluation clauses. However, there were more clauses dealing with reduction in force in IFT contracts. Provisions for the dismissal of teachers for cause were not

specified in a large number of contracts from either organization, but were included in more IEA contracts than IFT contracts. Besides provisions for teacher dismissal for cause, the only other areas where the IEA contracts contained more provisions than IFT contracts were in the grievance and negotiations procedures.

There were more provisions in IFT contract clauses specifying leaves, fringe benefits, and placement on the salary schedule. There was little difference in the average salaries for the two organizations or in provisions for the duration of the agreement.

It must be remembered that this represents a content analysis and as such, with the exception of the T-Test performed on the average salaries there were no statistical data derived to support the findings. The conclusions are the deduction of the researcher based on the data as presented. It also must be noted that the sample in the study was restricted to secondary and unit districts in a selected area of the state of Illinois. Any conclusions therefore must be viewed in light of the sample limitations.

## Conclusions

The contracts were examined and the data presented in Chapter III in sections relating to the clauses examined. Therefore the conclusions in this chapter follow a similar pattern. This section will be divided into the following subsections:

### General Conclusions

### Specific Conclusions Regarding;

1. Recognition
2. Duties, Rights and Responsibilities
3. Working Conditions
4. Evaluation, Termination and Reduction In Force
5. Leaves
6. Grievance Procedures
7. Salary and Fringe Benefits
8. Negotiations Procedures
9. Effect of The Agreement

### General Conclusions

Each of the organizations, NEA and AFT, appeared to have a model after which it patterned its contracts. Although the provisions within these models were very similar, there was no similarity in the order of presentation between the models of each organization. Contracts negotiated by the IFT or the IEA and examined in this study usually reflected

the model typical of the organization with which the district was affiliated. However, this pattern was not consistent in two of the IFT contracts examined. Both of these contracts obviously reflected an NEA model. The word union was used in place of association throughout each of the two contracts. It was assumed that these two districts had changed their affiliation subsequent to the original contract being ratified and that there was no attempt by the AFT affiliate to re-write the contract along the lines of the AFT model.

A second general observation was the lack of any consistency in contracts both within and between the organizations regarding the placement of provisions and the relative importance given to specific provisions. Individual provisions varied from being entire clauses in some contracts, to sentences or phrases used within clauses in others. In addition, there was a lack of consistency in regard to the portion of a contract in which a provision might be located. Very few provisions were found in the same clause in all contracts. Both these phenomena are indications that the local district interests supercede any organizational contract model. Local negotiating organizations tend to insert provisions where there is interpreted to be a need by the local constituency.

The AFT affiliates tended to be centered around large metropolitan areas. All but three of the total number of AFT affiliates in the state of Illinois were included in this study which was conducted in the immediate surrounding counties of the City of Chicago. In addition, the ratio of AFT affiliated districts to NEA affiliated districts rose in proportion to student enrollment. The trend for AFT affiliates to be prominent in larger and more metropolitan areas is a result of the urban characteristic of organized labor.

The fact that AFT affiliated contracts tended to be more specific in all categories except for grievance and negotiations procedures should not be interpreted to mean that AFT negotiated contracts are more inclusive, only that they tend to specify and detail more provisions. The implication is that the AFT, because of its association with organized labor would attempt to negotiate a contract that would be extensive enough to avoid interpretive problems and facilitate implementation. In fact, it is likely the specificity of the other clauses and provisions is the reason there is little need for the same exactness in grievance and negotiations procedures, since these are the portions of the contracts which would regulate the implementation of all other clauses.

#### Specific Conclusions

The following are the implications and conclusions drawn for an examination of the individual clauses in the contracts examined.

### Recognition Clauses

The present study revealed a tendency for AFT affiliated contracts to be more specific than NEA affiliated contracts in listing personnel covered in the definition of the bargaining unit. NEA affiliated contracts were more likely to contain a definition of the bargaining unit which included all certified personnel except for supervisory and administrative personnel. In some NEA contracts, the excluded personnel were listed. However, no conclusion can be drawn as to the personnel included in these contracts without knowing the exact staffing of the district in question. This information was not available for the present study.

There are two possible reasons for the AFT affiliated contracts being more specific. The first to be considered is that the AFT model contract may specify individual members of the bargaining unit and the contracts examined were emulating that model. No model contract was obtained from the AFT during the course of this study. However, all but two of the AFT affiliated contracts examined followed a similar pattern. The second reason to be considered for the specific listing of personnel in recognition clauses in AFT

affiliated contracts is the union affiliation itself. As was stated in Chapter II, the AFT includes more professions in its membership. Therefore, there may be a tendency for individual contracts negotiated by AFT affiliates to include more specific job classifications within the definition of the bargaining unit.

#### Duties, Rights and Responsibilities

In general, there was not a difference indicated, in this clause, between the contracts negotiated by the AFT affiliates and those negotiated by the NEA affiliates. There were, however, some individual provisions that differed and subsequently there are some conclusions and inferences that can be drawn from these differences.

Since it is prescribed by law, the organizations were equal on the number of "no strike" provisions. AFT affiliated contracts tended to contain more no "lock-out" provisions. This also could be attributed to the AFT's affiliation with organized labor, since lock-outs are a phenomenon of industrial organized labor. The NEA, on the other hand, has not had the opportunity to encounter this phenomenon as often in its relatively short tenure in collective bargaining.

AFT affiliated contracts contained more provisions controlling board of education policy, and inservice education.



As was found in a previous study by Ziemer (1973), this study also revealed that curriculum planning provisions were included in more AFT affiliated contracts than NEA affiliated contracts. However, the implications here differ from those stated in Ziemer's study , which concluded that the inclusion of these types of provisions in AFT contracts were an attempt to control the instructional program and their exclusion in NEA contracts a position of professionalism by the NEA. Inclusion in AFT contracts of provisions pertaining to curriculum and board policy, was probably the result of the union's attempt to be explicit in defining the roles and expectations of the participants in the collective bargaining process.

The inclusion in more NEA affiliated contracts of provisions dealing with parent and student complaints and provisions regarding teacher discipline indicate an attempt to provide professional protective measures for teachers. Fair share, a provision which specifies a particular dollar amount to be determined by the association to be automatically deducted from the pay of non-members in order to support the negotiations process, was included in more NEA affiliated contracts than AFT affiliated contracts. As stated in Chapter II, the dues of the NEA have increased over 400% since 1957. The inclusion of a fair share provision guarantees a specified cash flow for the association.

AFT affiliates, however, because of their affiliation with the AFL/CIO have possible access to more funding.

### Working Conditions

The only section of the working conditions category where there were more provisions contained in IEA contracts was in limits on work time. More IEA contracts contained provisions specifying the number of periods, or number of clock hours a teacher was required to work, in addition to specified lunch and preparation times. IFT contracts tended to include definite starting and quitting times as well as a specified bell schedule. Again, this difference is indicative of the AFT affiliation with organized labor, since private sector employee unions are more concerned about regulating the work day.

IFT contracts contained more provisions in the areas of teaching assignments, including the number of preparations and the number of consecutive classes; classrooms and work areas, including provisions for desk and work space; support conditions, including clerical support, paraprofessionals and teachers' lounges; legal rights and protection, including non-hazardous working conditions, reimbursement for personnel loss, and regulation of the P.A. system; extra-curricular activities, including involuntary and equitable assignments. This trend in the IFT contracts examined indicated a

slight tendency for AFT affiliated contracts to place more emphasis on the physical protection of teachers and their personnel property, as well as a fair and equitable assignment to overtime duties.

#### Evaluation, Termination, and Reduction In Force

Evaluation and termination provisions did not indicate any specific trend in the IFT or IEA contracts examined to make any conclusions regarding these contract provisions in either NEA or AFT affiliates. However, there were more provisions in IFT contracts pertaining to a reduction in force. Among these were provisions for recall, ties in seniority, and union notification. Also included in these provisions were a seniority criterion, and the use of evaluation and qualifications as an exemption from the rifting procedure. Although also found in NEA affiliate contracts, the provisions stated here were more abundant in AFT affiliate contracts. This is again indicative of the trend for AFT affiliated contracts to be more specific in content. The differences may reflect the result of a combination of local concerns rather than affiliation.

#### Leaves

Leaves granted for overseas or exchange teaching were found in more NEA affiliated contracts. However AFT affiliates provided more for general leaves of absence and over-

seas teaching was considered a valid reason for requesting such a leave in many of the AFT contracts examined. Again, the results of the examination of contract provisions in this category indicates a tendency for AFT affiliates to be more specific but not necessarily more inclusive.

#### Grievance Procedures

This category was one of only two examined in the present study where NEA affiliated contracts generally included more provisions than AFT affiliated contracts. The most notable differences were in provisions for filing grievances separate from the personnel file of the teachers involved, and in provisions for no reprisals against teachers involved in the grievance procedure. Both provisions guarantee protection from future recriminations for teachers. NEA affiliated contracts tended to contain more provisions of this type. It may be that NEA negotiated contracts are more inclusive here because this provision is used to implement and interpret other contract provisions where specificity was not emphasized to the extent it may have been in AFT negotiated contracts. This generalization is also supported by the inclusion in more NEA negotiated contracts of provisions for mutual assistance in providing information and investigating a grievance, and in provisions for the early withdrawal of a grievance at any level. The inclusion of these types of provisions in more NEA negotiated contracts

than AFT negotiated contracts is indicative of an attempt by the NEA affiliates to protect the association as well as individual teachers, from any recrimination resulting from contract implementation. Further suggestions for research on the differences in grievance procedures as practiced by AFT affiliated districts verses those practiced by NEA affiliated districts, are contained in the final section of this chapter.

#### Salary and Fringe Benefits

Both NEA negotiated contracts and AFT negotiated contracts tended to contain similar provisions for salary, fringe benefits, and placement on the salary schedule. Any differences between the organizations that may exist were not indicated in the provisions found in the contracts examined in this study and therefore no conclusions were drawn.

#### Negotiations Procedures

Like the grievance procedure clauses this category contained a greater number of provisions in NEA negotiated contracts than in AFT negotiated contracts. Among the provisions which differed the most were the specific procedures for ratifying the contract, selection of the negotiating team, meetings, and the inclusion of agreed upon provisions in individual contracts and board policies. Again, this category like that of grievance procedures affects the

interpretation and implementation of the other provisions of the contract. The tendency of NEA negotiated contracts to be more specific in this category may also be indicative of the lack of specificity in other provisions and an attempt by NEA affiliates to avoid problems and concerns that may be solved in AFT negotiated contracts because of their specificity.

#### Effect of The Agreement

The findings of a study on collective bargaining in education by Mitchell et al (1981) indicated that negotiations evolve in stages, with the ultimate stage being one of "negotiated policy" based on an acceptance of the idea that teachers have valid insights into the needs of students and the operation of the schools, and a realization on the part of the faculty that teacher performance needs to be monitored and improved upon. Thus collective bargaining moves from conflict to cooperation.<sup>1</sup>

The finding in the study by Mitchell may account for the findings in the present study that most current NEA negotiated contracts were in effect for only one or two years while current AFT negotiated contracts were effective for up to four years. The AFT has been negotiating longer, there-

---

<sup>1</sup> Mitchell, pp. 183-184

fore it is logical to deduce that more AFT affiliated districts may have reached the final level of bargaining defined by Mitchell, and are therefore both satisfied and comfortable with contracts of longer duration.

The present study determined that there was little difference between the two organizations in the provisions of contracts regarding: recognition, duties, rights, and responsibilities, working conditons, termination and evaluation, leaves, grievance procedures, salary and fring benefits, negotiations procedures, and the effect of the agreement. In many areas the contract provisions were very similar. The differences, if any, between the two organizations may lie in other areas and are suggested as topics for further research in the following section. It is recommended that these areas be studied to determine what other differences and similarities exists between the organizations.

#### Recommendations for Further Study

The present study attempted only to analyze the contents of contracts negotiated by affiliates of the two major teacher bargaining organizations. However, as a result of this research, there are some suggestions for further research to be considered.

1. The major reference used in this study, for the historical backround on the NEA, was written by a public relations

employee from the association, and as such was written from a public relations point of view. With the exception of one other source, which only traces the NEA history to 1957 before its entry into collective bargaining, the historical reference used in this study is the only one available. Although there is no reason to indicate that this reference is not accurate, a historical research study of the NEA would be both appropriate and beneficial.

2. A more detailed study of the grievance process is suggested to ascertain what the differences and similarities are in the number and types of grievances filed by the NEA affiliates and those filed by the AFT affiliates, including the level at which they are settled.

3. Likewise, it is suggested that the negotiations process as it is employed by the two organizations be examined more in depth in order to determine the similarities and differences that may exist. Such a study may include the number and types of items brought up for negotiations in bargaining sessions between school districts and each of the two teacher organizations

4. It would also be beneficial to compare the number of strikes and work stoppages which have occurred in NEA affiliated districts with those that have occurred in AFT affiliated districts over a specified number of years.

5. Using the levels of collective bargaining development



found in the Mitchell study, it would be suggested that a cross sectional study be done to see if there is a pattern followed by either the AFT or the NEA affiliates in reaching any of these levels.

6. After it has been in effect for several years, a longitudinal study of the effect of The Illinois Education Labor Relations Act on collective bargaining would be in order.

7. Finally, the present study has certain sample limitations. Because of these limitations, it is suggested that a similar study be conducted using a larger and more cross-sectional sample including elementary school districts.

## BIBLIOGRAPHY

- Andrews, Edward, J., "What Are The Issues", Educational Leadership, Vol. 26, No. 6, (March, 1969).
- Bailey, Max, A., Booth, Ronald, M., Collective Bargaining and The School Board Member, Springfield, Illinois: Illinois Association of School Boards, 1978.
- Beal, Edwin, F., Wichersham, Edward, D., Kienast, Philip, K., The Practice of Collective Bargaining, 5th Edition, Homewood, Illinois: Richard D. Irwin Inc., 1976.
- Braun, Robert, J., Teachers and Power, New York: Simon and Schuster, 1972.
- Chambers, Jay, G., "The Impact of Bargaining and Bargaining Statutes on The Earning of Public School Teachers: A Comparison in California and Missouri", Institute for Research on Educational Finance and Governance, Standford University, January, 1980.
- Clark, Robert, Lee, " The Roles and Positions of the NEA and of the AFT in Collective Negotiations: Opinions of Teachers and School Administrators of Five Selected School Districts in Illinois", Southern Illinois University, 1965.
- Croce, Leo, R., Bardellini, Justin, M., "Intergrative Bargaining In One California School District", Phi Delta Kappan, Vol. 63, No. 4, (December, 1981).
- Eaton, William Edward, The American Federation of Teachers, 1916-1961: A History of The Movement, Carbondale and Edwardsville, Illinois: Southern Illinois University Press, 1975.
- Elam, Stanley, M., " The National Education Association: Political Powerhouse or Paper Tiger?", Phi Delta Kappan, Vol. 63, No. 3 (November, 1981).
- Ficklen, Ellen, "Politics Reign at NEA Meeting", The Executive Educator, Vol. 6, No. 11, (November, 1984).

- Griffin, Jean Latz, "Teacher-Led School Reform Urged", Chicago Tribune, August 26, 1984.
- Hellriegel, Donald, French, Wendell, Peterson, Richard, B., "Collective Negotiations and Teachers: A Behavioral Analysis", Education and Collective Bargaining, California: McCutchan Publishing Corp., 1976.
- "History of Chicago Teacher's Union", Flyer obtained from the Chicago Teacher's Union, Local 1 of the AFT.
- Illinois Teacher Salary Schedule and Policy Study 1983-1984, Springfield, Illinois: Illinois State Board of Education, Department of Planning, Research and Evaluation.
- James, Larry, Lovel, Ned, "Re-Asserting Leadership In the Eighties: The Principal's Role in Collective Bargaining", Illinois Principal, Vol. 12, No. 4, (May, 1981).
- Lieberman, Myron, "Teacher Bargaining An Autopsy", Phi Delta Kappan, Vol. 63, No. 4, (December, 1981). Lieberman, Myron, Education As A Profession, Englewood Cliffs New Jersey: Prentice-Hall, Inc., 1956.
- McCormick, Kathleen, "AFT Turns Introspective", Executive Educator, Vol. 6 No. 12, (December, 1984).
- Mitchell, Douglas, E., Kerchner, Charles, T., Erck, Wayne, Pryor, Gabrielle, "The Impact of Collective Bargaining on School Management and Policy", American Journal of Education, Vol. 91, No. 2, (February, 1983).
- Ornstein, Allan C., "The Trend Toward Increased Professionalism for Teachers", Phi Delta Kappan, Vol. 63, No. 3, (November, 1981).
- Reid, Robert, L., Battleground: The Autobiography of Magaret A. Haley, Chicago, Illinois: The University of Illinois Press, 1982.
- Tannenbaum, Arnold, S., Social Psychology of The Work Organization, California: Wadsworth Publishing Company, Inc., 1966.
- Thacker, Thomas, Larry, "A Comparison of Attitudes of Negotiators and Negotiated Contracts Between NEA Affiliated School Districts and AFT Affiliated School Districts", Oklahoma State University 1973.

- Tyler, Gus, "Why They Organize", Education and Collective Bargaining, California: McCutchan Publishing Corp., 1976.
- Schoen, Sterling H., Hilgert, Raymond, L., Cases In Collective Bargaining And Industrial Relations, A Decisional Approach, Homewood, Illinois: Richard D. Irwin Inc., 1978.
- Smith, Joan, K., "Social Reconstruction and Teacher Unionism: Chicago's Response To The Great Depression", Presented before the Annual AESA Convention in Nashville, Tennessee, November 4, 1982.
- "Special Report: Labor Relations in Elementary and Secondary Education 1980-1981", Government Employee Relations Report, Washington, D.C.: The Bureau of National Affairs, 1981.
- "Special Report: Teachers and Labor Relations 1979-1980", Government Employee Relations Report, Washington, D.C.: The Bureau of National Affairs, 1980.
- Staub, Susan, E. "Compulsory Unioism and The Demise of Education", Phi Delta Kappan, Vol. 63, No. 4, (December, 1981).
- Stinett, T.M., Turmoil In Teaching: A History of The Organizational Struggle For America's Teachers, New York: The Macmillan Company, 1968.
- West, Alan, The National Education Association: The Power Base for Education, Free Press, 1980.
- Wilson, Richard, W., "Who Speaks for The Kids?", NASSP Bulletin, Vol. 55, No. 359, (December, 1971).
- Wynn, Richard, "The Relationship of Collective Bargaining and Teacher Salaries 1960-1980", Phi Delta Kappan, Vol. 63, No. 4, (December, 1981).
- Ziemer, Russell H. "Negotiations and Curriculum: NEA vs AFT", Educational Leadership, Vol. 31, No. 2, (November, 1973).

APPROVAL SHEET

The dissertation submitted by Dolores Ann Fittanto has been read and approved by the following committee:

Dr. Max A. Bailey, Director  
Associated Professor, Administration and Supervision, Loyola

Dr. Philip M. Carlin  
Associate Professor, Administration and Supervision, Loyola

Dr. Karen S. Gallagher  
Assistant Professor, Administration and Supervision, Loyola

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 by the Committee with reference to content and form.

The dissertation is therefore accepted in partial fulfillment of the requirements for the degree of Doctor of Education.

November 7, 1985  
Date

Max A. Bailey  
Director's Signature