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An Analysis and Comparison of Selected Illinois Collective Bargaining Agreements as Perceived by Superintendents, Representatives of Teacher Groups and Prominent Negotiators

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AN ANALYSIS AND COMPARISON OF SELECTED ILLINOIS COLLECTIVE BARGAINING AGREEMENTS AS PERCEIVED BY SUPERINTENDENTS, REPRESENTATIVES OF TEACHER GROUPS AND PROMINENT NEGOTIATORS

by

John Patrick Hayes

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

1970
LIFE

John Patrick Hayes was born in Chicago, Illinois, June 5, 1927.

He was graduated from Harrison High School, Chicago, Illinois, January, 1945, and served as a petty officer in the United States Navy from 1945 to 1946. He was awarded the Bachelor of Science degree in February, 1951 and the Master of Science degree in June, 1955 from Northern Illinois University.

From 1950 to 1954 the author taught at the Midlothian Public School. He was appointed principal of the Springfield School in 1954 and served in this capacity until he accepted the superintendency of Midlothian School District 143 in 1960.
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CHAPTER I

INTRODUCTION TO THE STUDY

The past few years have been turbulent ones--for teachers, school board members, administrators and professional organizations. The era has been marked by impatience, uncertainty, unrest and a search for something better. Schools have faced and are facing problems in the area of curriculum, buildings, support and the ever increasing growth in school population.

School boards and administrators are held responsible for expending funds to build up run-down buildings, to provide pre-kindergarten instruction and classes for those with exceptional ability, to achieve equal educational opportunities irrespective of color or national origin. They have to develop programs for the dropouts as well as to prepare for the increase in college bound students. Bond referendums and increases in tax rates must be presented to the public. Of all these problems none has caused more difficulty than that of teacher representation and negotiation.
Were school administrators to name their most pressing current problems, negotiations would undoubtedly be near the top of the list, because it is persistently vexing to an increasing number of school administrators. Negotiation is accounting for marked changes in the working relationships of board members, superintendents, central office administrators and supervisors, principals, teachers, and other school personnel.

Professional teacher organizations are on the march. Many have repudiated acquiescence, abandoned passivity, and challenged the leadership of school administrators. Pressure for a more vital and greater share in educational decision making is evident in more and more school systems.

This teacher militancy has produced varied administrative reaction--dismay, disappointment, apprehension, and often antagonism. In some instances, however, the response has been one of acceptance. Those who have taken this attitude have done so in the belief that negotiation is not necessarily a destructive process, and there is a distinct possibility that it may be shaped so that it may actually strengthen teacher-administrator-board member relationships.¹

The problem of teacher negotiation has its roots back in the changes in society from an agricultural to an industrial urban society. With the Industrial Revolution rapidly evolving in the last half of the nineteenth century and continuing through the first half of the twentieth century, the environment of the individual began to change drastically. The influx of immigrants from other countries and the movement of people from the countryside to the cities, made it necessary for workmen to band together into what we now call "unions" for their own protection. The

individual was powerless to affect his conditions of work, his working
hours, wages and job security, and because there is strength in numbers,
he sought help through unions which obtained the things he desired in
most instances.

The pace was accelerated during World War II as workers made
great progress in terms of wages and job security. However, teachers'
salaries and working conditions fell behind those in industry, even for
the more unskilled jobs in defense plants. Sources of revenue became
inadequate for expanding school needs, and as salaries remained low
compared with those in other jobs and professions, teachers left the
schools in great numbers.

During the war years it was hoped by teachers and administrators
that the American people would correct the deterioration of the school
programs as well as to make teacher salary adjustments after the war
was over and a more normal situation might occur. Only in rare
instances in the post-war years did teachers receive adequate salary
increases, and the demand for consumer goods and wage increases in
industry with consequent increases in the cost of living, compelled many
teachers to leave the profession in order to make a living wage.

As a result teachers became more militant and a series of strikes
by teachers during the years immediately after the war shocked the
public.

Between 1940 and 1962, there were 110 teacher strikes--91 of these were by public school teachers and 19 by teachers in private schools. Two-thirds of these 110 strikes took place in the postwar years 1945-52, while only 20 occurred between 1953 and 1962. Between 1963 and 1965, the Bureau of Labor Statistics lists 16 work stoppages by teachers. Thus, from 1940 through 1965, there were a total of 126 work stoppages by teachers.

Of course, the solid evidence of teacher restiveness was the adoption of professional negotiation agreements occurring between 1962 and 1965 which is described later.2

Although some teachers in the United States had affiliated with the American Federation of Labor as early as 1916 in local units, usually in the large cities, these groups had difficulty in making head way against the National Education Association with its alleged administrator-controlled policies until the last decade:

Since 1960 the A.F.T. has come forward with a rush, largely due to the astounding success of its major local, the United Federation of Teachers in New York City. A 1960 strike by this local resulted in recognition and substantial benefits. A threatened strike in September, 1963, again won substantial benefits, and further hard bargaining brought a partial admittance of the union into policy determination not only on wages and conditions of employment but on educational policies.3

Because the initiative for collective bargaining comes largely from


teacher organizations, it is important that we have an understanding of the objectives of the two rival teacher associations, the National Education Association and American Federation of Teachers.

According to the N.E.A. Handbook,

The N.E.A. is an independent, voluntary, nongovernmental organization available to all professional teachers. It believes that all educators, regardless of position, rank, or authority, are workers in a common cause. It cooperates with all groups in American life who seek to improve education. It works for better schools, and to further that end, for the improvement of the professional status of teachers. Under such policies, the N.E.A. has become the largest professional organization in the world and the only over-all professional association for teachers in the United States. 4

The basic purpose of the N.E.A., as described in its constitution, is "to elevate the character and advance the interests of the profession of teaching, and to promote the cause of popular education in the United States."

The stated objectives of the A.F.T. are:

1. To bring associations of teachers into relations of mutual assistance and cooperation.
2. To obtain for them the rights to which they are entitled.
3. To raise the standards of the teaching profession by securing the conditions essential to the best professional service.
4. To promote such a democratization of the schools as will enable them better to equip their pupils to take their

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places in the industrial, social, and political life of the community.

5. To promote the welfare of the childhood of the nation by providing progressively better educational opportunity for all.5

The A. F. T. constantly asserts that it is the only organization specifically devoted to the interests of the classroom teacher. The Federation permits locals to decide on an individual basis whether to accept principals, but school superintendents are prohibited from membership by the national constitution of the A. F. T.

Despite these major differences between A. F. T. and the N. E. A., Myron Liberman and Michael Moskow, authors of Collective Negotiations for Teachers predict that these two organizations will eventually merge to form one bargaining group with attempts to negotiate union shop contracts. In foreseeing a future merger, the authors point out that "if one proposes a policy that is supported by teachers, the rival organization tends to adopt a similar policy . . . the over-all tendency is for the two organizations to become more alike. As this happens, there may come a time when the differences will not seem worth the

5Constitution of the American Federation of Teachers (Chicago, 1964), p. 3.
struggle. 6

In any case teachers in general have become more militant and with this increase in militancy, the strengthening of the N.E.A. and A.F.T. and the possible merger of these groups, the threat of strikes, the interest in bargaining, it becomes apparent that all concerned with the teaching profession should have a knowledge of the collective bargaining procedure.

Collective Bargaining is a term that has clear meaning to all who understand the economic system which operates in America. Its definition is embodied in the laws of all the states and the United States. In general it is based on the democratic principle that employees have the right to elect their representatives and that those representatives will have the right to negotiate with their common employer on a basis of equality for the purpose of arriving at a written and signed contract to establish terms of employment, working conditions, and other matters which may from time-to-time be determined by the parties to be proper subjects for collective bargaining. 7

Collective bargaining is here and here to stay. The collective bargaining agreement and the negotiation process are facts of life.

There are many such agreements in Illinois. Do these agreements contain what they should? Since they have been made by different boards


and different teacher-organization representatives, they vary from district to district. How good are they? The argument is no longer whether we should have bargaining, but whether the agreement is fair, right and does what people concerned think it does. What are the prime elements in Collective Bargaining and are they being achieved, in the opinions of administrators and teachers and in actuality?

Method and Procedure

Three approaches have been utilized in this study. First, in order to determine the prime elements of Collective Bargaining Agreements a set of five hypotheses were derived by searching the current professional literature for the opinions of men who have worked in the field of collective bargaining as to what should be included in the agreement.

I. The negotiated agreement should include an article recognizing the teachers' bargaining group.

II. The written agreement should carefully delineate the role and responsibilities of the superintendent.

III. Negotiable matters should not be restricted to salaries, benefits and working conditions.

IV. The negotiated agreement should include a grievance procedure.

V. A "no-strike" clause should be included in the written agreement.

Chapter IV defines sources and opinions.
The second phase of the study was the analysis of selected negotiated agreements to determine whether the hypotheses that were derived from the literature were in reality encompassed in the actual negotiated agreements.

Negotiated agreements were obtained from twenty-five selected school districts from the Metropolitan Chicago area. Agreements were received from districts with enrollments of less than two thousand pupils as well as from school districts with enrollments of over ten thousand pupils. Since most of the school districts in this area are dual districts, elementary as well as high school, district agreements were incorporated in this phase of the study.

The third approach to this study was to test the hypotheses that were formulated by the author by devising a series of questions that would be related to the hypotheses.

The hypotheses and questions were first tested on fellow students in the Graduate School at Loyola University, Chicago, and superintendents and teachers from the school districts located in southern Cook County. (Not the educators who were interviewed in the later part of the study.)

Superintendents and representatives of teacher groups, selected at random from the Chicago suburban metropolitan area, who actually participated in the formation of negotiated agreements, were interviewed.
Since this study was designed to test the five hypotheses, the interviews were structured. Each interviewee was asked certain questions. The responses were gauged to place them in a general category of reactions. The questions fall into five categories, each related to the primary purpose of the study which attempts to determine the prime elements of a negotiated agreement.

Twenty superintendents and twenty persons representing teacher groups were interviewed, representing twenty districts. The smallest district had a population of sixteen hundred pupils in three attendance centers and the largest district had a student population of ten thousand in seventeen attendance centers. This area is experiencing rapid enrollment growth, it has its share of racial problems, student unrest and as with most school districts, its share of pressure groups. This area is also experiencing more and more pressure by teacher groups, both union affiliated as well as affiliated with the N.E.A.

It is anticipated that this study will be beneficial to those who are involved in negotiating a local agreement.

Limitations and Delimitations

Limitations of the study would be the ones that are inherent in the interview method itself. "Many people are more willing to communicate orally than in writing, and, therefore, will provide data more readily
and fully in an interview than on a questionnaire." A structured interview was incorporated since this type of interview is more definitive in nature than unstructured ones, yet respondents were given the opportunity to express their thoughts freely.

A further limitation of the interview method concerns the employment of a common vocabulary with the respondents. Since the interviewer is involved in professional negotiations on the administrative level, it appears that this qualification was met. The interviewer in this research is conversant with the language and had no difficulty relating the conceptual framework of the interview to the operating conditions of the respondents.

The study is delimited to public school superintendents and representatives of teacher groups who have participated in negotiating bargaining agreements. It is also delimited by the fact that the study confines itself to the Chicago Metropolitan area.

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## Definition of Terms

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<td>Agreement</td>
<td>The finally agreed-upon document, which contains the terms of the negotiated contract and which binds the parties to certain actions for a specified period of time.</td>
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<td>Collective bargaining</td>
<td>The process by which teachers, through their designated representatives, negotiate with the board of education, through its designated representative(s), with reference to salary, working conditions, and other matters of interest to the negotiating parties.</td>
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<td>Good-faith negotiation</td>
<td>Negotiation that is conducted honestly and forthrightly and that avoids any attempt to subvert the process or to put obstacles in the path toward a satisfactory agreement.</td>
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<td>Grievance</td>
<td>An aggravated or intensified complaint that cannot be settled at the operational level and has to be resolved through the grievance procedure.</td>
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<tr>
<td>Grievance procedures</td>
<td>The sequential steps through which aggravated complaints may go in being satisfactorily resolved, the progression being upward through the hierarchical ranks of the organization.</td>
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<tr>
<td>Impasse</td>
<td>A deadlock reached after a reasonable period of good-faith negotiation and which the parties are unable to resolve without &quot;outside&quot; assistance.</td>
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<td>Negotiation</td>
<td>See collective bargaining, term negotiation is used in the educational setting.</td>
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<td>Recognition</td>
<td>Employer acceptance of an organization as authorized to negotiate, usually for all members of a negotiating unit.</td>
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Sanctions

Censure, suspension or expulsion of a member, severance of relationship with an affiliated association or other agency; imposing of a deterrent against a board of education or other agency controlling the welfare of the schools; bringing into play forces that will enable the community to help the board or agency to realize its responsibilities; or the application of one or more steps in the withholding of services...

Strike

An action or last resort taken by employees when an extended impasse in negotiation occurs and results in work stoppage or cessation of services. 10

CHAPTER II

REVIEW OF RELATED RESEARCH

Several dissertations have been written regarding the subject of professional negotiations but only three are somewhat related to the study that was undertaken by the author.

Donald F. Birdsell's study was to examine and compare the reactions of superintendents and teachers to various aspects of professional negotiations in selected school systems. Specific aspects investigated included teacher militancy, basic procedures in professional negotiations, channels for negotiations to take place, and items that are considered negotiable. Membership in teacher organizations and reactions of boards of education to negotiations were also parts of this study.

The author, in consultation with several specialists in general school administration, selected various aspects of professional negotiations to be studied. These items were incorporated into a questionnaire that was mailed to superintendents and teachers.

Twelve states comprised the area used for the study. In these states the school districts serving a population between 50,000 and 200,000 were asked to participate provided they met the following criteria: (1) if an elementary district, a minimum of 9,000 students must be enrolled; (2) if a high school district, a minimum of 3,000 students must be enrolled; or (3) if a unified district (K-12), a minimum of 10,000 students must be enrolled. Seventy-one school systems met this criteria, 53 of these agreed to participate in the study, and 49 finally provided the necessary data from superintendents and teachers to be included in the study.

Responses of participants were reported in terms of accumulated totals and percentages of the totals for each item of the questionnaire. The chi-square test was used whenever applicable. Responses from several items were sometimes considered in relationship to each other in an effort to gain insights into larger, more general situations which no single item could do.
The results of the survey provided the information for the summary statements listed below.

1. The majority of teachers wanted and expected increased opportunities to discuss professional problems with their boards of education. They indicated their expectations that teacher organizations would play an increasing role in making these discussions possible.

2. Considerable disagreement existed between superintendents and teachers when discussing what educational positions should be classified as teacher positions. Superintendents classified consultants, administrators, special service personnel, and department heads as teachers more frequently than teachers did.

3. The majority of superintendents and teachers agreed that channels should exist whereby teachers may communicate directly with boards of education. A greater proportion of superintendents than teachers indicated that such channels were already in existence.

4. Teacher salary committees were utilized in all the school systems in the study. Most superintendents and teachers evaluated these committees as being effective.

5. All superintendents and nearly all teachers preferred that the superintendent should be included in negotiations involving teachers and boards of education.
6. Nearly all superintendents and teachers supported the philosophy involved in a superintendent's advisory council made up of members of the teaching staff. In school systems having such councils, all superintendents and most teachers evaluated the councils as being effective.

7. Salaries, fringe benefits, and leaves were items most frequently negotiated.

In another study Jack Herbertson\textsuperscript{12} undertook to compare the opinions of teacher representatives, superintendents, and board presidents on the topic of teacher negotiations. Included was a description of the conceptual systems of the participants along with an analysis of the role expectations held by each of the groups for the superintendent in teacher negotiations.

An interview schedule designed to elicit information on opinions, roles, and practices in teacher negotiations was constructed by the personnel of the Bureau of Research Services at Colorado State College, adapted in part from Harvey's "This I Believe," role descriptions derived from Harvey's four conceptual systems, political and economic

items chosen from Kimbrough and Hines' "Florida Scale of Civic Beliefs," and Roscoe's "Polyphasic Value Inventory." In addition the instrument included various modes of handling teacher negotiations and items that questioned further into the interviewees' opinions on negotiations.

The teacher representatives and AFT representatives were then interviewed by the writer. The superintendents and board presidents had been interviewed earlier by a team of doctoral students, of which the writer was a member. The board presidents appeared to be the most conservative of the four groups and the AFT representatives the most liberal. Although the board presidents, teacher representatives, and superintendents as groups appear to be moderately conservative politically, it was possible to detect certain group differences on the items, a finding which may give some support to the possibility that conflict in negotiations may be based on rather basic differences which will not be easily reconciled.

A majority of all four groups expressed two preferences for the superintendent's role expectations in teacher negotiations. The teacher representatives and board presidents preferred the superintendent as a consultant, sympathetic to both sides, attempting to minimize conflict between the teachers and school board. Many superintendents favored no
preconceived role expectations for teacher negotiations in order to be in a position to respond to the facts in a novel manner. This general role preference for the superintendents was also shared by the AFT representatives, although they differed markedly with the superintendents on certain other specific behaviors for the superintendent in negotiations.

The manner in which to conduct negotiations proved to be an item on which the groups evidenced little agreement. The teacher representatives and board presidents seemed to prefer a setting in which the superintendent and teacher representative(s) meet with the school board, both superintendent and teacher representative(s) officially negotiating for the teachers. The superintendents preferred a situation in which they officially negotiated on behalf of the school board. The AFT representatives preferred the negotiation alternative which called for a by-passing of the superintendent in negotiations. It would appear that the average superintendent would prefer that teacher negotiations be taken care of as quietly as possible, the superintendent maintaining his position of authority without being by-passed. With the exception of the AFT representatives, it is obvious from the responses to this topic and others in the interview schedule that neither the teacher representatives nor board presidents, as groups, wish to by-pass the superintendent in teacher negotiations, although they might differ on what his function in
negotiations should be.

In a third study Harold Chappell's purpose was to determine the opinions of school board members about teacher negotiations—including the negotiating process and the roles of various parties to this process. A secondary purpose of the study was to determine whether the political orientation and/or conceptual systems of board members relate to their opinions about negotiations.

Two basic instruments were used in this study. The first was an interview schedule having several questions pertaining to teacher negotiations and based on four conceptual systems which described the cognitive structures influencing human behavior. The second was a "This I Believe" test which consisted of nine open-ended referents on which the interviewee wrote brief answers. From these answers, the conceptual system of the respondent was determined. These personal interviews were conducted in privacy in order to encourage the interviewee to answer what he truly believed.

Distributions of raw scores and percentages of responses were determined for each item on the interview schedule and a comprehensive

picture was constructed of both the conceptual systems of school board members and their responses to questions relating to teacher negotiations.

It was found that sixty-five of the seventy-seven person population were classified into a conceptual system in which the person would deal in absolutes and base their judgments on strict adherence to rules and regulations. On only a few items, the conceptual system of a person can be used to predict his attitudes on certain questions relating to teacher negotiations.

On the political and economic items, it was found that school board members tend to be conservative on matters pertaining to governmental control but liberal on items which relate to foreign policy and tax cuts.

While the school board members tend to operate in an authoritarian manner, they desire their superintendent to function within a role in which he respects authority and maintains strong interpersonal relations. When handling matters on negotiations, a situation where the school board, the superintendent, and the teacher representatives meet was selected most often.

It was determined that the most popular position for the superintendent in negotiations was in the middle, representing both the school board and the teachers. There was no agreement on the most important determinant of the direction teacher negotiations take in the
future. The willingness of administrators to work with teachers, salary and working conditions, the AFT--NEA controversy, and pressure by teachers were the most popular choices. The most desired physical setting for conducting negotiations was where the school board, superintendent, and the teachers' representatives met together.

Several other studies have been written regarding collective negotiations. Budsell\(^\text{14}\) wrote on the status of professional negotiations, Stone\(^\text{15}\) analyzed trends in power relations between boards and teacher organizations. Shree\(^\text{16}\) and Thompson\(^\text{17}\) analyzed the roles of superintendents and principals in collective negotiations.

The present study differs greatly from the other studies in that an analysis will be made of what is included in actual negotiated agreements.


as related to the hypotheses, and comparing these agreements with what the literature perceives should be included. The study goes one step further in that through interviews with superintendents and representatives of teacher groups, who actually negotiated agreements, another comparison will be made between these groups and what the literature perceives should be included in the negotiated agreements.
CHAPTER III

A REVIEW OF COLLECTIVE BARGAINING

Historical Aspects

Collective bargaining has promulgated a series of new ideas concerning the rights of school employees to bargain collectively with school boards in the same fashion that unions in the private sector have bargained collectively with industrial employers since the nineteenth century. Chaos exists in school bargaining because, in a majority of the states, guidelines and permissive statutes do not exist. The situation is similar to that in private industry in the United States prior to 1900.

Labor Legislation 1900-1930

After the turn of the century the American Federation of Labor began a major effort to persuade Congress to legislate for laws favorable to labor. With the Sherman Anti-Trust Act of 1890 being interpreted to apply to labor as well as business, courts frequently held that unions were restraining trade and injunctions were issued against them. Violators were held in contempt of court and fined or imprisoned.
In the famous Danbury Hatters' case\(^\text{18}\) the United Hatters Union (AFL) called a strike in 1902 against Loewe and Company, a hat manufacturer in Danbury, Connecticut, to secure recognition of the union. The union initiated a national boycott against the company and sought the cooperation of other unionists not to handle the company's product. The Supreme Court held that the Sherman Anti-Trust Act applied to unions and triple damages were assessed against the members of the Hatters' Union. In effect this decision outlawed the secondary boycott.

With the passage of the Clayton Act of 1914, unionists believed that Congress had curtailed the use of the labor injunction and had established the legality of concerted pressure by unions in the attainment of traditional economic objectives. The Supreme Court held in the Duplex Printing case\(^\text{19}\) that the actions of the unions could still be considered in restraint of trade. The courts issued injunctions readily in labor disputes. Once an injunction against a strike was handed down, a strike or a threat of a strike would constitute contempt of court and was punishable by fine and/or imprisonment.

Another barrier to the growth of economic power by unions was the

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\(^{18}\) Loewe V. Lawlor, 208 U.S. 274 (1908).

\(^{19}\) Duplex V. Derring, 254 U.S. 443 (1921).
use by employers of a contractual arrangement which came to be known as the "yellow-dog contract." It was a practice of employers to require a promise from the employees to reject membership in unions as long as they retained their jobs. Any attempt by a union to organize and bring these employees into a union was deemed by the courts to constitute interference with an existing contract. This interference could be stopped by court injunction.

It was not until after New Deal legislation of the 1930's and the change in the Supreme Court that judicial attitudes toward unions changed.

The American Federation of Labor and its affiliates cautiously became involved in electioneering activities in 1904 and followed up with more daring efforts until, in 1910 and 1912, they achieved major success through their campaigning. This proved to be the key to legislative changes that would be of benefit to the unions and among the changes was an eight-hour day for government contract work and the creation of the Department of Labor as a full-fledged agency with cabinet status.

The War Labor Board in World War I

In 1918, the administration in Washington established the National War Labor Board. In the process of developing a policy to promote the settlement of industrial disputes, the Board also established policies that indirectly permitted union growth. The AFL had already renounced
strikes in defense industries and this was incorporated into the national policy. Also, employers agreed not to discriminate against employees who were union members. Although unions could not call strikes, the voluntary lifting of employer opposition combined with the shortage of labor created a climate in which the organizational work of unionism could flourish. However, after the war union membership declined as the conflict over unionism resumed, and a short but severe depression led to widespread unemployment in 1920-1921.

The Railway Labor Act

Membership in unions continued to decline gradually between 1923 and 1929; however, the passage of the Railway Labor Act in 1926 was a notable advance during this period. Limited to the railroad industry it embodied the requirement that railroad management recognize employee unions for the purpose of collective bargaining. It placed reliance entirely on the voluntary settlement of labor disputes, but a growing public opinion in favor of collective bargaining established indirect pressures to induce the parties to reach an accord in labor-management relations, particularly in the area of formal contract negotiations.

Modern Labor Legislation

The early years of the depression of the 1930's were particularly bleak years for the union movement as well as for the nation's labor
force. Unemployment in the nation reached a peak of thirteen million in 1932. In that year, trade union membership was only 3,144,000. As economic conditions improved, membership began slowly to increase until four years later another million had been added. 20

**The Norris-LaGuardia Act**

The Norris-LaGuardia Act, adopted in 1932, gave unions almost complete immunity from labor injunctions, and it outlawed yellow-dog contracts. The Act granted the worker the right to join a union and also provided that no agreement depriving him of that privilege could be enforced in federal courts.

**National Industrial Recovery Act of 1933**

The first step in the establishment of an official national policy of government support for the two main goals of unionism, i.e. union recognition and collective bargaining was taken in the National Industrial Recovery Act. In the famous Section 7 (a), it specified that all codes of fair competition adopted by the various industries should--(a) set minimum wage levels, fix maximum hours, eliminate child labor and otherwise improve working conditions; (b) recognize the right of employees to "organize and bargain collectively through representatives

of their own choosing," and (c) protect the right of every employee and person seeking employment "to join any company union or to refrain from joining." With workers unionized, collective bargaining became the keystone of the national labor policy as an alternative to the imposition of terms by employers or workers alone.

In 1935 the United States Supreme Court jeopardized the gains of labor with a decision outlawing the NIRA, as unconstitutional.21

**The National Labor Relations Act of 1935 (Wagner Act)**

When the NIRA was declared unconstitutional, the Wagner Act was passed to reassure unions of the freedom to organize and bargain collectively, but, now, elaborate governmental machinery was added to the law in order to give direct federal protection to unions in the exercise of rights guaranteed to them. A governmental agency, the National Labor Relations Board, was established to rule on union complaints concerning employer violations.

Union membership in nearly all unions began to grow rapidly. Between 1933 and 1939, total membership doubled from 2.9 million to 6.5 million. In 1942, it passed the ten million mark.22

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Unionism During World War II

During World War II a National War Labor Board was established and similar to the War Labor Board of World War I, fashioned a national labor policy which recognized some of organized labor's objectives. Since the unions were guaranteed their two major objectives i.e. union recognition and collective bargaining, they now sought "union security" a term used for labor-management arrangements which, in varying degrees, assured job opportunities to union members as against nonmembers.

The government quickly received no-strike pledges from the major unions and, again, a government agency recognized a basic union objective. Instead of granting the form of union security requested by unions, closed shops, it established "maintenance of membership," an arrangement under which employees already in unions had to retain memberships for the duration of the collective bargaining agreement.

The War Labor Board provided procedure for settling labor disputes and promulgated various regulations to control wage increases. As these wage controls took effect the unions sought other gains for the workers. These took the forms of fringe benefits, most important were the pension and health and welfare plans. These were to form the basis for substantially widening the scope of collective bargaining after World War
II came to an end.

The Taft-Hartley Act, 1947

Many strikes broke out when World War II came to an end; three nation-wide strikes took place in 1946—in coal, steel, and railroads. These events contributed to a noticeable change in public opinion which began to question some uses of economic power by labor unions.

The Taft-Hartley Act incorporated the Wagner Act and amended it in a variety of ways. It listed a new group of unfair labor practices which applied to unions and consisted of union activities deemed unfair to employees or to employers. It established a procedure for regulating national emergency strikes which laid emphasis on mediation, fact finding, and a cooling-off period. In addition, it attempted to assure to an employer a better opportunity to assert his views during employee organizing campaigns and in collective bargaining, provided he did not use coercive threats or promises of rewards.

President Kennedy's Executive Order 10988

The policy declarations in the Sherman Anti-Trust Act, subsequent acts, and finally the Wagner Act were built around the need to protect the interstate flow of goods and services. The test of constitutionality is an easy one, when it comes to private industry, because the Constitution specifically delegated the power to regulate interstate
commerce to Congress. 23

In part, the commerce clause determines the range of employees who are covered by federal labor legislation, since such legislation applies to anyone who is engaged in activities affecting interstate commerce. Employees working for the federal government, for any wholly owned government subsidiaries, for any state or political subdivision thereof, or for non-profit hospitals have been specifically excluded from labor legislation.

Legally speaking, school boards are agencies of state governments; hence teachers work for an agency of the state. FOR THIS REASON, THEY ARE EXCLUDED FROM THE COVERAGE OF FEDERAL LABOR LEGISLATION. Therefore, it is up to each state to regulate employment relations in public education. Presumably, any state legislature or state court which applies state labor laws or precedents to education will do so only because it believes such applications to be justified on its merits.

Presidents Wilson, Coolidge and Roosevelt spoke out against collective bargaining by public service employees. The position of the Executive office seems quite clear from President Roosevelt's view on collective bargaining in public employment.

"The process of collective bargaining, as usually understood, cannot be transplanted into the public service. It has its distinct and unsurmountable limitations when applied to public personnel management. The very nature and purposes of Government make it impossible for administrative officials to represent fully or to bind the employer in mutual discussions with Government employee organizations. The employer is the whole people who speak by means of laws enacted by their representatives in Congress. Accordingly, administrative officials and employees alike are governed and guided, and in many cases, restricted by laws which establish policies, procedures or rules in personnel matters. Particularly, I want to emphasize my conviction that militant tactics have no place in the functions of any organization of Government employees. 24

There is considerable disagreement over the significance to be attached to President Roosevelt's statement.

President Kennedy's Executive Order 10988, issued on January 20, 1962, authorizes some of the major elements of "collective bargaining" at any time to describe the relationship between organizations of federal employees and federal administrators. Although the order does not apply to local school districts, it has had a significant effect on employment relations in public education. The order does not establish a regulatory cooperation between federal administrators and organizations of federal employees. This fact has influenced state legislation and serves as a

The main policies of the order are as follows:

1. Employees of the Federal Government have the right to seek membership in any employee organization; but such rights are not extended to the employee's participation in the management of such organization.

2. Such organizations do not have the right 1) to strike against the Government of the United States, 2) to advocate the overthrow of the constitutional government of the United States, or 3) to discriminate with regard to terms or conditions of membership because of race, color, creed or national origin.

3. Employee organizations shall be afforded recognition in conformity with specified requirements.

4. Organizations which do not qualify for exclusive or formal recognition, shall be afforded informal recognition as representatives of its member employees.

5. Formal recognition shall be afforded when no other organization qualifies, membership is stable and represents at least 10% of the employees in the unit, and the organization has submitted to the agency a roster of its officers and representatives, a copy of its constitution and a copy of its objectives.

6. A recognized organization may be established on any plant or installation, with certain exceptions. Except where required by established practice, prior agreement, or special circumstances, no unit shall be established for purposes of exclusive recognition which includes 1) managerial executives, 2) Federal personnel or employees engaged in work other than purely clerical, 3) supervisors evaluating the performance of employees and the employees whom they supervise, or professional and non-professional employees unless a majority vote for inclusion in such unit.

7. Solicitation of memberships, dues, etc., shall be conducted during the non-duty hours.

8. Each agency shall determine whether the unit is appropriate for inclusion in the organization, by election or any other appropriate means.
9. Management officials retain the right a) to direct employees, b) to hire, promote, transfer, assign, suspend, demote, discharge, or discipline, c) to decide on lay-offs, d) to maintain efficiency of operations, e) to determine methods, means, and personnel, and f) to take any actions necessary to carry out the mission of the agency in situations of emergency. (This regulation accents the significant difference between collective negotiation agreements in government and in private industry.)

10. The Civil Service Commission and the Department of Labor shall maintain a program to assist in carrying out the objectives of this order and shall jointly prepare proposed standards and fair labor practices in employee-management relations.

11. Subsequently, the President authorized voluntary withholding of employee organization dues for members.²⁵

This is the extent of any intervention on the federal level in matters pertaining to collective negotiations by public service employees and the policies apply only to federal government employees.

N.E.A. vs. A.F.T.

The National Education Association and the American Federation of Teachers claim to differ widely in their approach to collective action. The N.E.A. negotiating team usually includes all certified employees, including administrators, yet administrative membership varies according to state laws and local N.E.A. affiliate bylaws and more and more

locals are limiting membership to teaching personnel only.

The A.F.T. favors local organizations affiliated with the labor movement (AFL-CIO), exclusion of administrators from the bargaining unit, traditional collective bargaining and, when necessary, teachers' strikes.

The N.E.A. prefers the term "professional negotiations" and uses it in this sense:

A set of procedures written and officially adopted by the local staff organization and the school board, which provides an orderly method for the school board and staff organization to negotiate on matters of mutual concern, to reach agreement on these matters, and to establish educational channels for mediation and appeal in the event of an impasse.²⁶

N.E.A. working through its districts' chapters and its state affiliates seeks exclusive recognition for its chapters. This is to be spelled out in a written agreement officially signed and accepted by boards of education. These written agreements should contain the following items:

1. Recognition of the right to organize. (Professional employees shall have the right to form and join employee organizations.)
2. Recognition of the local organization. (When it becomes certified as representing a majority of the bargaining unit.)

3. Designation of the specifics of how the organization shall qualify to be the exclusive negotiating representative (by membership lists or secret ballot, in which an organization representing the majority becomes the "exclusive representative").

4. A formal method through which negotiations will automatically be opened between teachers and the board of education.

5. Provisions for written proposals to be submitted or exchanged between the parties.

6. The requirement that the parties reach an agreement and the signing of a formal written agreement upon completion of the negotiations.

7. Procedures to be followed in the event of impasse in negotiations (Mediation panel and ultimately an "advisory officer").

8. The use of an appeal procedure to resolve impasses where necessary.²⁷

The A. F. T. prefers the term "collective bargaining" and seeks to establish a new status for teachers by means of the bargaining process.

An analysis of A. F. T. literature on collective bargaining in public education reveals the following basic premises:

1. Collective bargaining is an orderly process developed by labor unions to establish a democratic relationship between employer and employee. The heart of collective bargaining is recognition of the right of classroom teachers to negotiate through their own organization with their school board on such subjects as salary, working conditions, welfare benefits, and professional matters.

2. Teachers choose their collective bargaining agent in a

democratic manner—written ballot in a secret election supervised by an impartial agency.

3. Salary negotiations are a central part of all collective bargaining negotiations. Negotiating teams from both the school board and the collective bargaining agent meet face to face around the bargaining table with pertinent facts readily accessible.

4. With the coming of collective bargaining, the days of unilateral decisions are at an end.

5. Teachers can use collective bargaining to limit class size, lessen staggering teacher loads, negotiate an equitable transfer policy, insure clean and safe employment conditions, and bring about practical solutions to many problems that confront them. Once these problems are settled to the mutual agreement of both the board and the collective bargaining agent, the solutions are transformed into contract language.

6. Liberal sick-leave provisions, personal leave allowances, pension improvements, and other welfare items are usually a normal A.F.T. negotiating package.

7. Teachers need fair grievance procedures which allow for appeal to an impartial body. In addition, teachers should have the right to be accompanied and advised by representatives of the collective bargaining agent.

The two approaches share some characteristics; this is discussed in greater detail in Chapter IV.

CHAPTER IV

ANALYSIS OF NEGOTIATED AGREEMENTS

Chapter IV contains three major aspects of this dissertation: (1) the hypotheses of the study; (2) a rationale for each hypothesis derived from current professional literature; (3) an analysis of twenty-five negotiated agreements received from school districts in the suburban Chicago Metropolitan area. The purpose of the analysis was to determine whether the actual agreements contained some of the same factors as recommended in the professional literature.

The analysis of the negotiated agreements was done by assigning responses to each item to one of three categories:

1. Item was COMPLETELY INCLUDED in the negotiated agreement. (C.I.)
2. Item was PARTIALLY INCLUDED in the negotiated agreement. (P.I.)
3. Item was NOT INCLUDED in the negotiated agreement. (N.I.)

For scoring, the following scale was used: four points for the first response (Item completely included), two points for the second response (Item partially included), and no points for the last response (Item not
included). If all twenty-five agreements contained the item being analyzed
a score of 100 would be possible. A score of zero would indicate the
item being analyzed was not even considered in any of the actual
negotiated agreements. As the scores increase from zero to 100 points
so does the indication that the item being analyzed occurs more frequently
in the negotiated agreements.

An example of how to interpret the analysis of the negotiated
agreements is given below:

<table>
<thead>
<tr>
<th>C.I.</th>
<th>P.I.</th>
<th>N.I.</th>
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<tbody>
<tr>
<td>(20) 80%</td>
<td>(3) 12%</td>
<td>(2) 8%</td>
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<tr>
<td>(Total points received 86)</td>
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</tbody>
</table>

1. C.I. means item was completely included in negotiated agreement. P.I. means item was partially included in negotiated agreement. N.I. means item was not included in negotiated agreement.

2. The number in parentheses represents the number of agreements containing the items being analyzed.

3. The number next to the parentheses is the number of agreements containing the item being analyzed converted to a percentage.

4. The above graphical representation would read twenty negotiated agreements or eighty per cent of the agreements contain the item being analyzed. Three or twelve per cent of negotiated agreements have the item being analyzed only partially included and two or eight per cent of the agreements do not include the item being considered.

5. The total weight of the proposition was calculated as follows:

<table>
<thead>
<tr>
<th>Response</th>
<th>Number</th>
<th>Weight</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
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<td>4</td>
<td>80</td>
</tr>
<tr>
<td>P.I.</td>
<td>3</td>
<td>2</td>
<td>6</td>
</tr>
<tr>
<td>N.I.</td>
<td>2</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td>86</td>
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</table>
Hypothesis I

The negotiated agreement should include an article recognizing the teachers' bargaining group.

The first hypothesis deals with the right of a teachers' representative group to bargain for the whole group. The first question that arises is: does a Board of Education have the right to enter into a collective bargaining agreement with its employees? Although federal employees were given the right to engage in collective bargaining by Executive Order 10988 issued by the late President Kennedy in 1962, relatively few states have adopted legislation providing a similar right for state employees.

The Supreme Courts of most states without such legislation have held that public employees do not have the right to bargain collectively unless such right is legislatively conferred. For example, the Supreme Court of Alabama held unenforceable a contract executed by the Birmingham Water Works and the employees of the Water Works Board, even though twelve such contracts had been negotiated over a period of thirty years. The court said that it was well established that public employees may not fix wages, hours and conditions of employment by collective bargaining in the absence of legislative authorization.

The court went on to state: "the strongest current of opinion from the highest courts of states where the question has been presented . . ."
that a public agency has no authority to bargain or contract with a labor union in the absence of statutory authority.\footnote{29}

If the Illinois courts had followed these decisions, it is obvious that no municipal body in Illinois would have the right to enter into a collective bargaining agreement with its employees, since the Illinois legislature has repeatedly failed to act favorably on laws granting permissive authority for professional negotiation.

It is interesting to note that a bill concerning collective bargaining has been introduced each legislative session with the exception of one (1959) since 1945. The language of each of these bills has remained practically the same in each legislative assembly until 1965. In all cases the legislation would have allowed the state, public corporations, educational institutions and other bodies to enter into collective negotiating agreements with employees. Although every attempt at comprehensive legislation in this area has failed, the legislature, in 1963, did authorize the "check-off" or withholding of union dues by any local governmental agency from the compensation of its employees upon the written request of the latter.\footnote{30}

\footnote{29}International Union of Operating Engineers Local 321 vs. Water Works Board of City of Birmingham, 276 Ala. 462, 163 So 2d 619 (1964).

\footnote{30}Ch. 85, Sec. 472 Ill. Rev. Stat., 1963.
However, in the state of Illinois, the argument that collective-bargaining agreements violated the public policy of the state was effectively answered by pointing out that the Illinois Statutes authorize the collective bargaining rights of at least two public bodies: the University Civil Service System\textsuperscript{31} and the Chicago Transit Authority.\textsuperscript{32}

In the case of the Chicago Division of the Illinois Education Association vs. Board of Education of Chicago, the court held that specific legislation is necessary only to prohibit, not to authorize, collective bargaining by public employees. The court stated that the Board of Education is the best judge of the most efficient method of arriving at the terms of employment and that the court is without authority to deny the Board's exercise of discretion in choosing the method. The court concluded by stating the "Board of Education of the City of Chicago does not require legislative authority to enter into a collective bargaining agreement with a sole collective bargaining agency selected by its teachers, and we hold that such an agreement is not against public policy."\textsuperscript{33}

\textsuperscript{31}Ch. 24 1/2, Sec. 3863, Ill. Rev. Stat., 1961.

\textsuperscript{32}Ch. 2, Sec. 328a, Ill. Rev. Stat., 1961.

\textsuperscript{33}Chicago Division of the Illinois Education Association vs. Board of Education City of Chicago, 222 N. E. 2d 243 (1967).
For all practical purposes this legalized the right of a Board of Education in Illinois to bargain collectively with the teachers although it did not force the Boards to do so; in other words, it gave permissive authority.

The existence of more than one employee organization claiming to represent the teaching staff poses a difficult question to Boards of Education and administrators. Since few states provide machinery which specifically calls for proportional representative bargaining, recognition should be spelled out in the agreement.

Donald H. Wollett, a partner in the New York law firm of Kaye, Scholer, Fierman, Hays and Handler, who recently spoke before a N.E.A. conference on Professional Negotiations, states:

In the absence of law, determination as to what kind of procedures will be followed, are being made by local school boards, whose members are not knowledgeable in this field. They are usually under severe political pressure. They do the best they can. They reach for whatever they can, and put together something which they think makes sense. This is the kind of pattern and usage that is developing. The criteria for unit determination—that is, voter eligibility—have varied widely, depending apparently upon political rather than policy considerations.34

Mr. Donald Wollett continues:

Determination concerning the running and managing of elections.

have sometimes been hit or miss. It is very important to maintain the integrity of the secrecy of the ballot, to prevent coercive pressures around the polling places, to have the polling places open in locations and at times where and when people can easily vote, so you get a good turn out. The policies actually adopted constitute a crazy-quilt pattern. In some instances the school board has run the election itself. 35

From a practical standpoint, it makes good sense to bargain with a single group; yet it should be ascertained beyond any question that the organization speaks for the majority of the staff.

The American Association of School Administrators takes the position that:

Teachers must be free, of course, to join or refrain from joining any organization of their own choosing, and this freedom should be vigorously upheld by the board and administrators. Moreover, strict impartiality must be observed when dealing with staff organizations at the local level. 36

Analysis I

The negotiated agreement should include an article recognizing the teachers' bargaining group.

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<tr>
<th>C. I.</th>
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<th>N. I.</th>
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<td>(6) 24%</td>
<td>(19) 76%</td>
<td>(0) 0%</td>
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<td>(Total points received 62)</td>
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All twenty-five agreements included an article recognizing the teachers' bargaining group; however, nineteen or seventy-six per cent of

35Ibid.

36School Administrators View Professional Negotiation, p. 51.
the negotiated agreements did not have a statement concerning the
determination or re-determination of teacher bargaining groups. An
example of how this was covered in one agreement is as follows:

The duration of recognition and certificate of results of the
above mentioned election shall be for a period of two years from
April 20, 1967 (date of Board Certification Resolution Covering
Canvass of the Election) and shall continue thereafter until at least
thirty per cent of teachers represented by the sole negotiating agent
as hereinabove defined shall petition for negotiating agent election to
be called pursuant to rules and regulations established by the Board
of Education. 37

Another agreement actually goes into great detail regarding the
method of determining who will represent the teachers. Included in the
agreement is an article on "Election Procedures." Included are
statements concerning (1) eligible voters, (2) polling places, (3) voting
hours, (4) election judges, (5) poll watchers, (6) counting the ballots, (7)
contesting the election, (8) canvass by the board, (9) form of ballot, (10)
sample ballots, (11) challenged vote and (12) declaration of exclusive
representation. 38

On the other extreme the following is a statement from another

37 Agreement between Board of Education District No. 119, Lake
County, Ill. and Local 504, American Federation of Teachers, AFL-CIO,
April 1, 1968.

38 Agreement between Board of Education District No. 215, Cook
County, Ill. and Local 683, American Federation of Teachers.
negotiated agreement:

The Board recognizes that teaching is a profession. It also recognizes that the best interest of public education will be served by establishing procedures to provide an orderly method for the Board and representatives of the association to discuss matters of common concern, to reach a mutually satisfactory agreement on these matters, and to appeal through professional and educational channels in the event of impasse. 39

All twenty-five agreements had a statement recognizing the teachers' bargaining group. The statements were, on the whole, consistent in that they recognized that one group only should represent the teachers during negotiating sessions.

Hypothesis II

The written agreement should carefully delineate the role and responsibilities of the superintendent.

The question arises whether the superintendent is "in" or "out" as the chief negotiator. Some see him as chief spokesman for the board, a consultant both to the board and to the teachers or a consultant to board members who do the negotiating.

The Research Division of the National Education Association indicated the following:

The superintendent performed in negotiating sessions in one of the following roles "negotiator with full authority, negotiator with limited authority, adviser to school board only, adviser to board and

39Cook County School Dist. No. 144 Professional Negotiation Agreement.
teachers, neutral resource person, nonparticipant, and other". Two states, California and Michigan, had model responses which indicate that the superintendent has full authority in negotiation. While these two states have very different negotiation statutes, they also provide almost two-thirds of the "negotiator with full authority" responses. The responses by enrollment strata indicate the influence the various determinants involved in system size may have upon the superintendent's role, in addition to those of legislation. (with enrollment below 50,000) the superintendent's role shifts from that of a negotiator of full authority to that of adviser to the negotiators for both the teacher and the school board.

There is no position in other professions, business, or industry comparable to that of the superintendent of schools. Upon him rests final responsibility for the efficient functioning of every aspect of school district operations. As stated in Roles, Responsibilities, Relationships of the School Board, Superintendent, and Staff:

Ever since the third decade of the 19th century, the Superintendent of Schools has been a key person in the education process. The broad outline of the community's educational program emerges as he marshals resources, supplies information, stimulates discussion and research, resolutely faces critical problems, and judiciously weighs alternative courses of action, as he extends opportunities for staff members to acquire new insights; and as he evaluates, recommends, and initiates action.

Today, the Superintendent of Schools occupies a complex and demanding position. He is often torn between diverse alternatives, obligations and responsibilities.

Yet, it seems clear that the professional Superintendent has one allegiance that transcends all other commitments. Although he is a devoted member of his professional group and deeply concerned with the success of his associates, his allegiance to the learner supersedes all other loyalties. This commitment need not and

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40The School Administrator and Negotiations, loc. cit., p. 10.
should not place him in conflict with his colleagues. Its very nature makes him seek assiduously and vigorously to maintain environmental circumstances which his associates desire, need, and must have to work to the best advantage. One of the major concerns of the Superintendent always has been and always should be to help provide those conditions which enable teachers and all other staff members to achieve their professional goals.

Neither does this freedom of operation by the superintendent suggest disloyalty by the school board. It is his professional judgement, wisdom and leadership that make him valuable to the board. School trustees should never seek nor achieve subservience from the school administrator. In fact, when controversy rages most violently, his role is one of independent, judicious statesmanship governed largely by his depth of professional insights and his primary commitment to improved educational service to pupils and to basic human values.41

The previous statement is very idealistic and assumes that board members will be equally so. Superintendents are expected to make their wisdom and professional knowledge available to all members of the school family (board, staff and teachers) without partisanship.

Myron Lieberman and Michael Moskow authors of Collective Negotiations for Teachers state:

The superintendent's role must be clearly defined and commonly understood. This will be virtually impossible if he tries to serve as the representative of the school board in some communities, the representative of the teachers in others, both in still others, and as a neutral adviser in still a different group of communities. True, to do their job properly, superintendents must frequently support some teacher proposals. They must also oppose such proposals quite often. Furthermore, many superintendents who

sincerely proclaim their identification with their teachers eventually find it necessary to oppose policies supported by their teachers in order to keep their own jobs. 42

As we can see from the previous statements there are many areas where the role of the superintendent needs clarification. Regardless of individual interpretations, the superintendent is responsible for familiarity with state statutes concerning teacher negotiations, exclusive bargaining rights and board contracts with organization representatives. He should be certain that procedures are developed that provide staff and board members with advice, information and assistance in negotiating an agreement.

Analysis II

The written agreement should carefully delineate the role and responsibilities of the superintendent.

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<tr>
<th>C.I.</th>
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<tbody>
<tr>
<td>18</td>
<td>0</td>
<td>7</td>
</tr>
<tr>
<td>(18) 72%</td>
<td>(0) 0%</td>
<td>(7) 28%</td>
</tr>
</tbody>
</table>

(Total Points received 72)

Eighteen, or seventy-two per cent of the negotiated agreements examined made provision for the role of the superintendent. The superintendent, in most cases, acted as an agent of the Board of Education and was instructed in the agreements to negotiate for the Board. In only one case was the superintendent designated as a resource person. The following statement from an agreement explains this position.

42 Lieberman and Moskow, op. cit., p. 377.
The superintendent and the central administration staff may serve as resource consultants and will furnish copies of the tentative budget, Board salary proposals and copies of proposed amendments and additions to administrative and Board policies affecting professional personnel, and such other readily available and pertinent information as the Association may request. Nothing herein shall require the central staff to research and assemble information.\(^{43}\)

In another agreement there is no question that a superintendent acts as an agent of the board, in fact, the number on each team and the composition of the teams are spelled out in great detail. The following statement points this out:

The Board and the Union agree that:

1. The Board's negotiating team will be comprised of three Board members, the Superintendent, the Assistant Superintendent or Principal of East Campus, with one of the Board members serving as Chairman.

2. The Union's negotiating team will be comprised of five members of the Union elected by that body. One member will serve as Chairman. The President of the W. T. H. S. Teachers' Union will be one of the five members of the Union's negotiating team.\(^{44}\)

As was previously stated the superintendent's role on negotiating varies from district to district. The above two statements are good examples of the diverse roles possible for the superintendent. Actually,

\(^{43}\)Cook County, Ill. School District 151 Professional Negotiations Agreement.

\(^{44}\)Lake County, Ill. School District 119 Professional Negotiations Agreement.
more important than the actual role of the superintendent is the fact that this role must be defined so clearly that everyone involved in negotiation (board and teachers) will know where he stands. Since seventy-two percent of the agreements examined include a definition of the superintendent's position in negotiating, it is safe to state that boards, superintendents and representatives of negotiating teams are aware of the importance of the superintendent and his role in the negotiation process.

Hypothesis III

Negotiable matters should not be restricted to salaries, benefits and working conditions.

It is important to distinguish between subjects which are bargainable and those which are not to be collectively negotiated. It can be argued that there must be a distinction between negotiable and non-negotiable items once a school board and teacher group have entered into a formal bargaining agreement. Even under labor laws applicable to private industry where the law requires management to bargain, this does not mean that management is required to abdicate its responsibility or to capitulate to every given demand, just to arrive at an agreement.

Thus with regard to "policy" matters over which a board of education may wish to maintain completely unilateral control, a "first line of defense," as it were, may be the insistence by the board that such subjects are simply not appropriate for discussion and attempted co-determination at the collective bargaining table. Moreover, it can be argued that refusing to allow a subject considered by the board to be "policy" into negotiations will lessen
the risk that a dispute over such a subject will lead to a bargaining impasse and will avoid the possibility of having a fact-finding board or an arbitrator effectively deprive the board of decision-making power over the issue.  

The two major organizations representing teachers in the United States are quite adamant on the question of what subjects are open to bargaining. Many National Education Association affiliates evidently feel that all matters which affect the quality of the educational program are negotiable. The N.E.A.'s position is as follows:

A professional group has responsibilities beyond self-interest, including a responsibility for the general welfare of the school system. Teachers and other members of the professional staff have an interest in the conditions which attract and retain a superior teaching force, in the in-service training programs, in class size, in the selection of textbooks, and in other matters which go far beyond those which would be included in a narrow definition of working conditions. Negotiations should include all matters which affect the quality of the educational system.

The American Federation of Teachers feels it is appropriate for its teachers to bargain over anything that affects the working life of the teachers. Charles Cogen, President of the A.F.T., described the Federation's position as follows:

We would place no limit on the scope of negotiations, the items which are subject to the bargaining process. Anything on which the

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46 Guidelines for Professional Negotiations, loc. cit., p. 21-22.
two parties can agree should become a part of the agreement: anything on which they cannot agree will, of course, not appear.

I look for a great expansion in the effective scope of negotiations . . . . Obviously, class size, number of classes taught, curriculum, hiring standards, text books and supplies, extra curricular activities--in fact anything having to do with the operation of the school is a matter for professional concern and should thus be subject to collective bargaining.47

We are seeing more and more contracts that are providing for teacher representatives in areas that have been strictly the prerogative of the administrator. Such items as curriculum, text book adoptions, and educational policy are matters that teachers want to discuss at the bargaining table.

Teachers are insisting that they have a share in determining many educational decisions concerning policies and procedures in carrying on the instructional program of the school systems. The goal is to make the wisest decision possible concerning the problem under consideration. Since there may or may not be a divergence of viewpoints between teachers and administrators, the problem is to decide what should or should not be considered as negotiable items.

Analysis III

Negotiable matters should not be restricted to salaries, benefits and working conditions.

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<tr>
<th>C.I.</th>
<th>P.I.</th>
<th>N.I.</th>
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<tbody>
<tr>
<td>(22) 88%</td>
<td>(3) 12%</td>
<td>(0) 0%</td>
</tr>
</tbody>
</table>

(Total points received 94)

Twenty-two or eighty-eight per cent of the agreements analyzed had statements that did not limit negotiable items to salaries, benefits and working conditions. Below is one typical statement:

The Association and the Board agree that negotiations, in good faith, will encompass all or some aspects of policy governing the following items:

1. Salaries
2. Conditions of employment
3. Grievance adjustment
4. Negotiating procedures
5. Other mutually agreed-upon matters which directly affect the quality of the educational program and professional service. 48

As the agreements were analyzed by the author, it became obvious that teachers are asking to be included in curriculum planning, text book selection and use of materials. Sections of the agreements are actually spelling out how teachers are to be involved in text-book-selection committees and committees concerning curriculum construction. An example,

48Cook County School District 151, Professional Negotiations Agreement.
Teachers shall participate in the book selection practice of the school system to obtain more flexibility in the selection of books and to expand the book listing.

An advisory panel shall be selected, composed of as many teachers as administrators. The teachers on this panel shall be selected by the Union. Furthermore, the advisory panel shall be involved in any curriculum construction revision.  

In one school district, a proposed negotiated agreement that was not accepted by the Board of Education, included a statement regarding the method of selecting principals, assistant principals and assistant teaching principals. The statement delegated the employment of the principal to the teaching staff. The following statement explains this point:

Principals, Assistant Principals and Assistant Teaching Principals shall be elected by the teachers in each school for a term of one (1) year. This election shall be held on the day of the building teachers' meeting in June. The qualifications of these positions and the duties involved shall be specified in the Rules and Regulations of the Board and/or this contract.  

Most of the negotiated agreements analyzed contain many more factors than teacher salaries, working conditions and benefits. Eight agreements included items regarding text book selection, curriculum revision and items that affect the quality of the educational program. We can see from the previous statement that teachers not only are interested

49 Agreement between Cook County, Illinois School District 169 and Local 1391, A. F. L.-C. I. O.

50 Proposed Agreement between School District 111, Cook County, Ill. and Local 943, A. F. T.-C. I. O.
in salaries and welfares, but they are making proposals on how administrators are to be selected.

**Hypothesis IV**

The negotiated agreement should include a grievance procedure.

The origins of written grievance procedures are found in the early days of the private sector of labor-management relationships. As contracts were acquired by labor through collective bargaining, it was not uncommon that labor would complain that management was not living up to the requirements of the contract. These complaints became known as grievances.

Grievances became so numerous that it became necessary that written procedures for handling complaints be included in negotiated agreements.

Grievance procedures are one of the most frequent non-economic items negotiated in collective agreements. In 1966-67, about 24% of all teacher-school board agreements included a grievance procedure. Since then the number of agreements with grievance procedures has substantially increased. Within a few years, the vast majority of teachers will be covered by written agreements which include grievance procedures. Administrators who have not negotiated such a procedure, or administered a school that is covered by one, are a vanishing breed.51

Since teachers bear the brunt of most regulations it seems obvious

---

that teachers must play an important role in the development of the procedures. It seems that clearly written and well-organized grievance procedures are necessary for the following reasons:

1. To assure that staff members have unobstructed communication with respect to alleged grievances without fear of reprisal.
2. To reduce the scope of grievances to mutually agreeable areas.
3. The airing of grievances provides a series of precedents and policy interpretations which help build a stronger basis for the development of future policies and contracts.
4. A sound grievance procedure provides a constant review of the existing contract.
5. When a contract is finalized by a zipper clause all future negotiations (for the period of the contract) cease. The grievance procedure is the only means by which the contract can be reviewed and interpreted. Without such a procedure, teachers would have no recourse.
6. A sound grievance procedure provides a chance to reach agreement without resort to strike and other dissipating trials of strength.
7. A good grievance procedure helps to weed out and control gripes which cannot be substantiated. The teacher who gripes in the lounge is put in the position of "put up or shut up." If the association leadership is positive, it will process a legitimate complaint and discourage demoralizing invidious "bellyaching."
8. A good grievance procedure encourages complainants to solve their problems with their immediate supervisor, thus avoiding the bypassing of normal administrative channels.52

Allan M. West, Assistant Executive Secretary for Field Operations and Urban Services of the National Education Association states that,

"There is a need, especially in our larger school systems for improved

and more effective formal grievance procedures. I am convinced that some of the explosions that are occurring in education are a result of accumulated frustration of teachers."\(^{53}\)

Mr. West continues, "Many frustrations could be relieved if teachers had easy access to machinery for resolving problems which result from differences in the interpretation or administration of school policies. Little problems become big problems if they go unresolved."\(^{54}\)

It seems that formalized employer-employee relationships are coming. They are coming because they are necessary to personalize and make more effective employer-employee relationships in education. One method of promoting an effective employer-employee relationship procedure is to have a good grievance procedure. The following are general characteristics of a good grievance procedure:

1. The term "grievance" should be clearly defined so that a teacher may have fair notice of when the procedure can be invoked.
2. The procedure should be easily accessible to any person who thinks he has a grievance, and its use should be encouraged by the administration.
3. The procedure should have prescribed time limits within which the grievance must be processed at each stage.


\(^{54}\)Ibid., p. 160.
4. The procedure should guarantee the grievant independent representation at all stages.

5. The procedure should guarantee the grievant protection from administration coercion, interference, restraint, discrimination or reprisal by reason of having filed and processed his grievance.

6. The procedure should terminate in a full and fair review, where the grievant so desires, by an agency which is in no way beholden to or prejudiced against any party in interest.  

Analysis IV

The negotiated agreement should include a grievance procedure.

<table>
<thead>
<tr>
<th>C.L.</th>
<th>P.L.</th>
<th>N.I.</th>
</tr>
</thead>
<tbody>
<tr>
<td>(24) 96%</td>
<td>(0) 0%</td>
<td>(1) 4%</td>
</tr>
</tbody>
</table>

(Total points received 96)

Twenty-four of the twenty-five agreements examined contained statements regarding grievance procedures. In fact, in the process of analyzing the negotiated agreements, it was found that this item was covered more thoroughly than any other item in the agreements.

Only one of the twenty-five agreements analyzed made no mention of the grievance procedure. Actually, the agreement that contains this procedure is a very general type of agreement that covers only I. Recognition, II. Principles, III. Procedures, IV. Appeals and V. Strike Prohibitions, in fact, this was the shortest agreement analyzed, only three pages. The agreements analyzed ranged in size from a minimum of three pages to a maximum of thirty-seven pages.

55Ibid., pp. 160-161.
In every one of the twenty-four agreements that contained a section on grievance procedure the term "grievance" was defined before any procedure was stipulated. Actually, every step in the procedure was carefully outlined and included in each one of the twenty-four agreements was a time-limit factor. The following definition of the word "grievance" indicates how thoroughly the item was covered.

A "grievance" is hereby defined to mean (a) a complaint by a teacher or a group of teachers based upon an alleged violation of, or variation from the provisions of this agreement, or the interpretation, meaning or application thereof, or (b) that the Board failed to act in good faith in exercising its judgment or discretion as provided in Article II, of this agreement, that is, that the Board, the Superintendent or other Board representative acted arbitrarily, capriciously or without rational basis in fact, or (c) that the Association has acted unreasonably in withholding its approval where called for under this agreement, or has instigated, approved, ratified or condoned conduct by a teacher which is not consistent with this Agreement. 56

The design of the grievance procedures analyzed, vary from one district to another, but the patterns are very much alike. Appeal from the initial decision may be made to a higher level of authority. Further appeals from unfavorable ruling are made in a series of steps when the grievant so desires, with the number of steps or levels varying with the size of the system. In general, though, the appeal sequence goes from

56 Agreement between Cook County, Illinois School District 130 and Blue Island Education Association--I.E.A.--N.E.A.
building level to central office level, from there to the board of education or a committee thereof, and finally to an arbitrator or panel of arbitrators as provided by the agreement.

Hypothesis V

A "no-strike" clause should be included in the written agreement.

The ultimate weapon of the union is the strike. The withdrawal of services by organized government employees is generally prohibited by state and local laws.

In the United States the right of public employees to strike has never been authorized legislatively in any political jurisdiction. In many jurisdictions, including the federal government the strike of public employees has been specifically declared to be illegal. Whenever strikes of public employees have occurred, they have been held by the courts to be enjoinable under the common law. 57

As of 1965, the National Education Association had never had a clear-cut policy concerning strikes. In 1962, the N. E. A.'s Representative Assembly had passed the following resolution:

The seeking of consensus and mutual agreement on a professional basis should preclude the arbitrary exercise of unilateral authority by boards of education and the use of strikes by teachers. 58


In 1965, the last seven words were changed so that the resolution reads as follows:

The seeking of consensus and mutual agreement on a professional basis should preclude the arbitrary exercise of unilateral authority by boards of education, administrators, or teachers. 59

Note, however, that prior to the 1965 amendment, the resolution in force did not assert that the N. E. A. was opposed to teacher strikes, regardless of the circumstances.

When the Newark Teachers Union (A. F. T.) struck in defiance of a court order in December, 1965, the N. E. A. criticized the strike as irresponsible lawlessness; when the Newark Teachers Association (N. E. A.) struck in defiance of a court order in February, 1966, N. E. A. leaders merely reiterated that the N. E. A. does not have a no-strike policy.

The following resolution was passed at the 1964 American Federation of Teachers' convention:

... WHEREAS, numerous boards of education have refused to grant the right to a representation election in accordance with established policy, procedure and practice in other areas of employment, and WHEREAS, even after the establishment of collective bargaining, school boards fail to bargain in good faith, THEREFORE BE IT RESOLVED: that the A. F. T. recognize the right of locals to

strike under certain circumstances, and BE IT FURTHER
RESOLVED: that the A.F.T. urge the A.F.L.-C.I.O. and affiliated
international unions to support such strikes when they occur.60

Regardless of national policies, local affiliates of both the National
Education Association and the American Federation of Teachers have gone
on strikes in recent years. Because the term "strike" is unpopular and
because strikes may evoke heavy legal penalties, both N.E.A. and A.F.T.
have applied other labels to strikes.

In New York City in August, 1964, summer playground teachers
under the direction of the U.F.T. participated in a "mass
resignation." The teachers forced 272 out of 508 day camps
operated in public schools and playgrounds to close. In this work
stoppage, school officials never received any formal resignation
from the teachers. The latter just did not show up for work.61

N.E.A. affiliates have also played the label game. Some have
referred to work stoppages as "professional holidays," which they
distinguish from strikes in that the former are intended to last for only
a brief specified time.

From a legal standpoint there is no difference between
"professional holidays" and strikes. Both actions could be enjoined
by the courts and could subject organization leaders to fines and
imprisonment for such violations.62

60American Federation of Teachers, Convention Proceedings,
Forty-seventh Annual Convention (Chicago, 1963), p. 177.


62Ibid., p. 296.
As can be seen laws prohibiting strikes by public employees, do not necessarily prevent strikes. Good faith on the part of the Board of Education and the teachers' group is essential, and the no-strike clause seems to be an essential part of the negotiated agreement.

**Analysis V**

A "no-strike" clause should be included in the written agreement.

<table>
<thead>
<tr>
<th>C.I.</th>
<th>P.I.</th>
<th>N.I.</th>
</tr>
</thead>
<tbody>
<tr>
<td>(21) 84%</td>
<td>(0) 0%</td>
<td>(4) 16%</td>
</tr>
<tr>
<td>(Total points received 84)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Twenty-one or eighty-four per cent of the agreements analyzed were in agreement that there should not be a work stoppage, a slow down or picketing. Most of the twenty-one agreements quoted the law that striking is illegal and prohibited by law. An example:

Recognizing that strikes by public employees are illegal and prohibited by law, and recognizing further that neither the Board nor the Association can condone strike activity as a means of settling any dispute, it is understood and agreed that every effort will be made to discourage any strike action or picketing by the certificated employees of the District.

It is further agreed that during the terms of this agreement, any economic strike, picketing, slowdown, or concerted refusal to render full and complete service to the District by certificated personnel employed by the District shall be considered a violation of the employee(s) teaching contract and grounds for immediate dismissal. Should the Association encourage or indicate approval of strike action, picketing, slow down or a concerted refusal to render full and complete service for any reason, this agreement shall
become null and void. 63

In analyzing the agreements the statements that are related to the no
strike clause indicates that neither the Board nor the Association condone
strike activities as a means of settling the dispute. In fact, to prevent a
work stoppage, the agreements include provisions for the resolving of an
impasse. Five of the agreements have provisions for fact finding,
mediation and if this were to fail, one of the agreements provides for
binding arbitration.

There is strong agreement that there should not be any work
stoppage and the no-strike clause is a statement that prevents a slow
down or work stoppage.

63Cook County, Ill. School District No. 149 Professional Negotiation
Agreement.
CHAPTER V

PRESENTATION AND ANALYSIS OF REACTIONS BY ADMINISTRATORS AND REPRESENTATIVES' OF TEACHER GROUPS

As was previously stated two approaches to this study were used in Chapter IV: (1) a research of current professional literature to ascertain what should be included in the negotiated agreement; (2) an analysis of twenty-five agreements that were received from school districts in the suburban Chicago Metropolitan area to determine whether the actual agreements contained elements of what was derived from the professional literature.

Chapter V contains the propositions used to test the hypothesis as related to the reactions of administrators and representatives' of teacher groups who participated in negotiating sessions. The statements of propositions pertaining to the five hypotheses were scattered throughout the questionnaire to minimize the possibility of influencing the responses, (See Appendix A). Included in the interviewing instrument was a check list section to further assist in analyzing these responses.

A forty-five minute to an hour interview was conducted with
administrators and representatives of teacher groups from the same districts. These interviewees, all from the metropolitan Chicago area, had previously participated in negotiating sessions. The purpose of the interviews was to discover whether these educators agree with what the professional literature states regarding what should be included in negotiated agreements. Responses of the administrators, teachers and reasons for their particular choices will be presented along with a critique and analysis of these data.

The responses of the educators to the proposition were categorized using a modified Likert scale. The respondents were asked to express their feelings in one of the five following degrees: Strongly Agree (SA), Agree (A), Undecided (U), Disagree (D), and Strongly Disagree (SD). To score the scale, the responses are weighed +5, +3, 0, -3, and -5 respectively, from Strongly Agree to Strongly Disagree. The analysis of the interview was divided into three parts: (1) an analysis of the administrators' perception of what should be included in the negotiated agreement, (2) an analysis of the representatives of teachers groups' perception of what should be included in the negotiated agreement, and (3) a combined analysis of teachers and administrators responses.

In analyzing parts one and two above, if all the administrators or representatives of teacher groups Strongly Agree to a proposition the
proposition would receive +100 points. If all administrators or representatives of teacher groups Strongly Disagree to a proposition, the proposition would receive -100 points. As the number increases to +100, so does the educators' agreement with the proposition. As the number increases negatively to -100, so does the educators' disagreement with the proposition.

In the combined analysis of representatives of teacher groups and administrators (part three above) a division factor of two is used to maintain the 100 point base. If all the educators (teachers and administrators) Strongly Agree to a proposition the proposition would still receive +100 points. If all educators Strongly Disagree to a proposition, the proposition would receive -100 points. Again as the number increases to +100 so does the educators agreement with the proposition. As the number increases negatively to -100, so does the educators' disagreement with the proposition.

An example of how to interpret the data is given below:

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

(Total points received +73)

1. SA--Strongly Agree, A--Agree, U--Undecided, D--Disagree, and SD--Strongly Disagree.

2. The number in parenthesis represents the number of educators
selecting that particular response.

3. The number next to the parenthesis is the number of educators selecting that particular response converted to a percentage.

4. The above graphical representation would read, fourteen educators or seventy per cent of the responses selected the alternative Strongly Agree. Three or fifteen per cent selected the alternative Agree. One or five per cent was Undecided. Two or ten per cent selected the response Disagree. No one selected Strongly Disagree.

5. The total weight of the proposition was calculated as follows:

<table>
<thead>
<tr>
<th>Response</th>
<th>Number of Educators</th>
<th>Weight</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>SA</td>
<td>14</td>
<td>+5</td>
<td>+70</td>
</tr>
<tr>
<td>A</td>
<td>3</td>
<td>+3</td>
<td>+9</td>
</tr>
<tr>
<td>U</td>
<td>1</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>D</td>
<td>2</td>
<td>-3</td>
<td>-6</td>
</tr>
<tr>
<td>SD</td>
<td>0</td>
<td>-5</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total points</strong></td>
<td></td>
<td></td>
<td><strong>+73</strong></td>
</tr>
</tbody>
</table>

**Hypothesis I**

The negotiated agreement should include an article recognizing the teachers' bargaining group.

The first hypothesis deals with the right of a teachers' representative group to bargain for the whole group. Propositions four, eleven, twelve, and sixteen pertain to this hypothesis.

**Proposition 4**

Recognition of a teachers' organization, which is to represent
the professional staff, should be established through well-defined election procedures.

**Teacher Representatives' Responses**

<table>
<thead>
<tr>
<th>SA</th>
<th>A</th>
<th>U</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td>(17) 85%</td>
<td>(3) 15%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

(Total points received +94)

All twenty representatives of teacher groups agreed with this proposition. One respondent felt that no one would actually be dishonest, but if guidelines were not established there could be misunderstandings that could cause hard feelings among the teachers especially during the initial organizational process of a teachers' group. Another teacher pointed out that an election was recently held to determine the sole bargaining agent and because the vote was close it was fortunate that their school district agreement was quite explicit in the manner that the election was held.

A majority of the respondents felt that the teachers must present a united front and what better way than to follow the democratic procedures of electing their representatives.

**Administrators' Responses**

<table>
<thead>
<tr>
<th>SA</th>
<th>A</th>
<th>U</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td>(15) 75%</td>
<td>(5) 25%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

(Total points received +90)

All twenty administrators agreed with this proposition. The administrators felt that if the teachers were organizing, they could do it
in such a manner that there could be no feedback that the association was administrator dominated. Half the administrators stated that they wanted to be aware of the election process, but they did not want to get involved in setting up any guide line regarding election procedures.

One administrator stated that it was possible that only twenty-six per cent of the teachers could elect a bargaining group and he hoped that teachers were aware of this possibility.

**Combined Responses**

<table>
<thead>
<tr>
<th>SA</th>
<th>A</th>
<th>U</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td>(32) 80%</td>
<td>(8) 20%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

(Total points received +92)

Analysis of the combined responses by the teachers and administrators found that all forty are in agreement that well-defined election procedures should be established in order to form a teachers' organization.

**Proposition 11**

Teachers should be aware of the manner that they may challenge a recognized bargaining organization.

**Teacher Representatives' Responses**

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

(Total points received +96)

All twenty respondents agreed with this proposition. Several teachers
commented that there has been more pressure from the opposing groups, either the N.E.A. affiliate or the A.F.T. affiliate, to make changes as to who will represent the teachers. In other words, those who are on the outside want to get in. One teacher stated that in her district the A.F.T. was planning an all out drive to become the bargaining agent. Literature was being distributed by the A.F.T. stating the gains that neighboring districts have made under the leadership of the A.F.T. and asking that the teachers make a change in who should represent them.

Three representatives indicated that within a year the present group representing the teachers would be opposed and it was their feeling that an election would be called to determine if the present associations would continue to represent the teachers.

**Administrators' Responses**

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

(Total points received +92)

All twenty administrators felt that teachers should be aware of the method of challenging a recognized bargaining group, but at least half of the administrators felt that the majority of the teachers on their staff were not concerned with this aspect of the negotiated agreement. They felt that the majority of the teachers usually went along with their organization and representatives; however, they have noticed that a small minority of
the teachers are agitating for change.

**Combined Responses**

<table>
<thead>
<tr>
<th>SA</th>
<th>A</th>
<th>U</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td>(34) 85%</td>
<td>(6) 15%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

(Total points received +94)

The combined responses by representatives of teacher groups and administrators indicate that all forty are in agreement with the proposition that teachers should be aware of the manner that they may challenge a recognized bargaining group. In fact, eighty-five per cent of the educators questioned strongly agree on this point. Both teachers and administrators feel that there will be more teachers challenging their present representative groups.

**Proposition 12**

An employee organization should be certified by the Board as an exclusive bargaining representative only after written guide lines have been established.

**Teacher Representatives' Responses**

<table>
<thead>
<tr>
<th>SA</th>
<th>A</th>
<th>U</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td>(10) 50%</td>
<td>(4) 20%</td>
<td>(2) 10%</td>
<td>(4) 20%</td>
<td>0</td>
</tr>
</tbody>
</table>

(Total points received +50)

Twenty per cent of the respondents disagreed with this proposition. Those who disagreed felt that if two groups (Board and teachers) work together successfully the board could and should recognize the group and guidelines could be established as they continued their negotiating process.
On the other hand, those who agreed with this proposition were quite adamant that written guidelines must definitely be established before an agreement is approved by the association or the board. The two who were undecided about this proposition felt that it depended upon the relationship between the board and the teachers. If the relationship between the two parties was good the guidelines could be established as negotiations proceeded; on the other hand, if, however, the relationship between the board and the teachers was strained the two respondents felt that everything concerning the negotiation agreement must be written and ratified by both parties.

**Administrators' Responses**

<table>
<thead>
<tr>
<th>SA</th>
<th>A</th>
<th>U</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td>(13) 65%</td>
<td>(6) 30%</td>
<td>0</td>
<td>(1) 5%</td>
<td>0</td>
</tr>
</tbody>
</table>

(Total points received +80)

Ninety-five per cent of the administrators felt that the Board of Education should certify a local employee organization only after written guidelines have been established. One administrator stated, "Rules should be spelled out before we play the game." The most common statement given by administrators agreeing was, "We operate our school district with the aid of written policy and so we certainly should have written guidelines concerning the approval of a teacher organization."

Administrators expressed agreement that with the controversy between the
A. F. T. and the N. E. A. the board could open itself to a great deal of criticism by accepting one group without any written policy. The only administrator who disagreed with the proposition felt that he was in a district where a good relationship between the board and the teachers existed and to establish elaborate guidelines could alter this relationship.

**Combined Responses**

<table>
<thead>
<tr>
<th></th>
<th>SA</th>
<th>A</th>
<th>U</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>23</td>
<td>10</td>
<td>2</td>
<td>5</td>
<td>0</td>
</tr>
<tr>
<td>%</td>
<td>57.5%</td>
<td>25%</td>
<td>5%</td>
<td>12.5%</td>
<td>0</td>
</tr>
<tr>
<td>(Total points received +65)</td>
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</tbody>
</table>

Eighty-two and a half per cent of the educators agreed that written guidelines should be established before the Board recognizes an employee's organization. More teachers than administrators disagreed with this statement because they felt that they could work with boards once they were recognized. Administrators were a little more pessimistic about this point than teachers and wanted to have the guidelines spelled out in writing in order to prevent any misunderstandings.

**Proposition 16**

The right of the individual must be protected; therefore, all teachers have the right to negotiate individually; however, to get the job done this would not be practical.

**Teacher Representatives' Responses**

<table>
<thead>
<tr>
<th></th>
<th>SA</th>
<th>A</th>
<th>U</th>
<th>D</th>
<th>SD</th>
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<tbody>
<tr>
<td></td>
<td>10</td>
<td>4</td>
<td>1</td>
<td>3</td>
<td>2</td>
</tr>
<tr>
<td>%</td>
<td>50%</td>
<td>20%</td>
<td>5%</td>
<td>15%</td>
<td>10%</td>
</tr>
<tr>
<td>(Total points received +43)</td>
<td></td>
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</tbody>
</table>
"If a person is in a unit of representation, he should be able to participate freely in the organization and it will not be necessary for this person to appear before the board," was a statement that seemed to express what most respondents felt. The respondents who disagreed with this proposition disagreed with the statement "therefore all teachers have the right to negotiate individually," as they felt that the teacher has the right to make his feelings known to the association, but once a decision has been made for the best interests of the majority of the teachers, the duly elected officials should meet with the Boards' negotiating committee. Nineteen of the respondents felt that it would be impractical to allow any or all the teachers to express their feelings in a negotiating session.

"Teachers can strengthen their position if they present a united front," was the comment of several of the representatives of teachers' groups. "Let majority vote decide," was another comment.

**Administrators' Responses**

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

(Total points received +78)

The majority of the administrators who agreed with the proposition (ninety per cent) felt that since collective representation seems to require exclusive representation, the best accommodation between individual and group rights seems to be to permit employees to decide by majority vote.
Eighteen administrators felt that it would be a waste of time to try to listen to each and every teacher. However, two of the administrators said that their doors were always open and if a teacher had something to say it is the responsibility of the administrator to allow this person to air his grievance. Eight administrators stated that since negotiating sessions are already so time consuming, lengthening them by allowing individual teachers to speak would be impractical.

**Combined Responses**

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<tbody>
<tr>
<td>(25)</td>
<td>62.5%</td>
<td>(7) 17.5%</td>
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<td>(5) 12.5%</td>
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</table>

(Total points received +60.5)

Eighty per cent of the educators felt that it was impractical to allow all teachers to participate in the negotiating sessions. Both groups felt that the majority should rule and this was the approach that should be followed if a bargaining session was to succeed. Most of the educators wanted the teachers to express their opinions, during their local meetings or through questionnaires or written suggestions, but once a decision was made by the teachers' organization the teachers should back their representatives.
SUMMARY GRAPH FOR HYPOTHESIS I

Proposition 4

Teachers +94 points
Administrators +90 points

Proposition 11

Teachers +96 points
Administrators +92 points

Proposition 12

Teachers +50 points
Administrators +80 points

Proposition 16

Teachers +43 points
Administrators +78 points
### COMBINED SUMMARY TABLE FOR HYPOTHESIS 1

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<tr>
<th>Proposition</th>
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### Summary and Analysis

There seems to be agreement among administrators and representatives of teacher groups, that the negotiated agreement should include an article recognizing the teachers' bargaining group. Many educators who participated in negotiating procedures felt that an organization is not likely to be chosen as the exclusive representative for a given unit unless the personnel in the unit have some reason to believe the organization will meet their needs.

Educators were generally in agreement that if teachers have the right to decide whether they want no representation or representation by designated organizations and fail to exercise the right, their claim to unfair representation would not be sound. It was also felt that when
groups must decide what kind of representation, if any, they want, it is usually impossible for everyone to get the particular outcome he desires.

The importance of having a written procedure was stressed by a majority of the respondents. As a practical matter it was felt that all members of the teaching staff should not participate in the negotiating sessions, but teachers should democratically elect their representative and through discussions the individual teacher's desires should be made known.

Over half of the teacher representatives and administrators were concerned about the eligibility of membership. The majority of the teachers and administrators who discussed the eligibility of principals and supervisors as members of the teachers' organization overwhelmingly felt that these educators should not be included in the organization and should have no voting rights. Both teachers and administrators wanted this spelled out in the written agreement also.

**Hypothesis II**

The written agreement should carefully delineate the role and responsibilities of the superintendent.

The second hypothesis deals with the role of the chief administrator of the school district in the bargaining process. Propositions five, thirteen, and seventeen pertain to this hypothesis.
Proposition 5

In the negotiating process teachers will want to know what side the superintendent is taking.

Teacher Representatives' Responses

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(Total points received -8)

Only six of the twenty respondents agreed with this proposition with forty per cent of the teachers undecided. Many teachers felt that the situation depended upon the leadership ability of the superintendent, if he were a strong person the staff would want him on their side. Two teacher representatives stated, "Don't care what side he's on as long as he gives an impartial opinion." The teachers who strongly agreed with the proposition stated, "If the superintendent is taking part in the negotiating procedure we want to know is he on the side of the board or the side of the teachers." The teachers also indicated that the superintendent is under extreme pressures and they feel that superintendents prefer to avoid committing themselves on certain issues.

Administrator's Responses

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(Total points received -5)

"I don't think they really care," was a statement by one of the administrators. Several administrators felt that the teachers were more
interested in salary and welfare benefits than they were with the role of the superintendent. Administrators felt that they were representing the board and teachers just assumed that this was their position and no elaborate explanation was needed to clarify their position. This does not mean that superintendents will ignore staff needs and desires, but most administrators questioned stated that, "The superintendent is clearly not the teachers' representative, since they have not chosen him to serve in this capacity."

**Combined Responses**

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(Total points received = 6.5)

It seems that both teachers and administrators tend to have differing opinions of the expectations of the superintendent in the bargaining process. It was felt that the expansion of teacher organizations would be a key factor in clarifying the superintendent's role. Teachers are looking chiefly to their own resources to improve their conditions of employment and they feel that the superintendent will not be the primary person responsible for opposing or helping them.

**Proposition 13**

It makes a difference who represents the board in negotiating sessions and this person should have full authority to represent the board.
Teacher Representatives' Responses

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(Total points received -30)

It appears that the crux of the responses is that the teachers do not care who represents the board as long as this person has full authority. The teachers indicated that they are not likely to accept a neutral status of the superintendent. The teachers expressed a strong desire that the rapport with the teachers and for the most part they would like to see a person who is sincere in dealing with the teachers as well as a person who has the best interests of the district in mind.

Teachers are aware that school boards have occasionally employed outside help to conduct negotiations. Teachers in the smaller districts indicated that they would prefer to deal with their own superintendent; however, the general feeling was they would negotiate with anyone who had the authority.

Administrators' Responses

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(Total points received +29)

All the administrators indicated that the person representing the board should have full authority; however, there was disagreement regarding the first part of the proposition. Although not stated, the
interviews indicated that most administrators want to be the board representative during the negotiations. Evidence indicates that they do not want to be bypassed and they want a place in the negotiation process. Some administrators remarked that many of the more experienced superintendents have already developed some "know-how" by negotiating with teachers organizations and this valuable experience should not go to waste.

Combined Responses

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There is disagreement between administrators and representatives of teacher groups on this proposition. The teachers tend to disagree with the proposition while the administrators indicated more agreement. The teachers indicated that it was not important who represented the board as long as this person had full authority while administrators expressed strong feelings that they should not be bypassed in the negotiation sessions. The administrators agreed with the teachers that whoever represents the board should have full authority.

**Proposition 17**

Since the superintendent is the chief executive of the Board of Education he shall act as chief negotiator for the Board; however, it will be necessary to spell out his responsibilities in the negotiated agreement.
Teacher Representatives' Responses

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(Total points received +40)

Most teachers accept the fact that the superintendent shall act as chief negotiator for the board. A few teachers expressed the feeling that a superintendent would respect the rights of teachers, listen with care to the ideas, requests and desires of the staff more than an outside negotiator employed by the board. Some teachers remarked that the superintendent would make a sincere and honest effort to reach a fair agreement. Even though the teachers respect the position of the superintendent, they felt that the role of the superintendent is changing and because it varies from district to district a clarifying statement regarding his position should be included in the agreement.

Administrators' Responses

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(Total points received +56)

Many of the administrators definitely agreed that the responsibilities of the superintendent during negotiations should be spelled out in great detail. The administrators indicated that it is possible for the climate of a school district to change school board elections or appointments sometimes result in the selection of one or more board members whose
chief interests or ambitions are not consistent with a quality education program. This is especially true when a new board member is "power hungry," careless about public comments, or has an "ax to grind." They indicated that if the role of the superintendent is clarified while everyone can be objective about procedures and responsibilities, these policies may help to avoid some of the misunderstandings and tensions that can result due to a change in climate.

It is likely that these statements in the negotiated agreement will furnish guidelines for new school board members and new administrators as they approach the bargaining table.

Those few administrators who disagreed or were undecided with the proposition felt that the role of the superintendent is changing and written statements in the negotiated agreements would limit his flexibility.

**Combined Responses**

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(Total points received +48)

For the most part there seems to be agreement among the teachers and administrators with this proposition. Evidence indicated that most educators wanted the superintendent's role clarified in the written agreement.
SUMMARY GRAPH FOR HYPOTHESIS II

**Proposition 5**
- Teachers: -8 points
- Administrators: -5 points

**Proposition 13**
- Teachers: -30 points
- Administrators: -0.5 points

**Proposition 17**
- Teachers: +40 points
- Administrators: +56 points
## COMBINED SUMMARY TABLE FOR HYPOTHESIS II

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<tr>
<th>Proposition</th>
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<th>Strongly Disagree</th>
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<tr>
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<td>(12) 30%</td>
<td>(5) 12.5%</td>
</tr>
<tr>
<td>Proposition 17 (Points +48)</td>
<td>(12) 30%</td>
<td>(18) 45%</td>
<td>(4) 10%</td>
<td>(6) 15%</td>
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</table>

### Summary and Analysis

The educators were somewhat divided with respect to their feeling toward Hypothesis II.

Evidence indicates in the opinion of administrators that the superintendent, as executive officer of the board, should be expected to represent the board in all matters of concern to the employee organizations or to the individual member. For the most part this means that the superintendent or his designated appointee should handle the negotiations with organization representatives. In a few instances superintendents felt that present staff-superintendent-board relationships are so good that they need not be concerned about the development of basic policies regarding these relationships; however, most teachers and administrators agreed that regardless of the excellent relationship that
exists in many schools, the establishment of statements of policies regarding the role of the superintendent as related to professional negotiations merits careful consideration by the superintendent and board.

It appears that the teachers accept the position that the superintendent is usually the chief negotiator for the board. However, teachers do not care who represents the Board as long as the representative has full authority, and are not likely to accept a neutral status by the superintendent. Representatives of smaller districts indicated that superintendents perform all of the functions of a central office staff, he inevitably assumes the role of the chief negotiator.

For the most part educators felt that the role of the superintendent is changing and because it varies from district to district a clarifying statement regarding his position should be included in the agreement.

**Hypothesis III**

Negotiable matters should not be restricted to salaries, benefits and working conditions.

The third hypothesis intimates that written agreements are no longer simple or narrow in scope, they are no longer concerned exclusively with what, in the private sector, is described as the "bread-and-butter" problem. Propositions two, seven, and ten pertain to this hypothesis.
Proposition 2

Preventing teachers from negotiating any area that might be of concern to them would only frustrate the relationship.

**Teacher Representatives' Responses**

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(Total points received +84)

Most teachers indicated that they are definitely interested in all aspects of the educational program not merely wages, hours, and personal benefits. Several commented that they have had years of professional preparation and for boards to ignore their training by limiting the bargaining process would cause resentment.

Teachers view their right to participation in the formulation of policy as being highly productive. This right makes available to the school district the talents of highly competent professionals. It appears that teachers are seeking the rights that are part of a free, democratic society and that is to participate in the development of rules under which they live. Several teachers commented that boards should be aware of the changes that are taking place in education and they will have to make concessions.

**Administrators' Responses**

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(Total points received -42)
Administrators are in agreement that teachers will be frustrated if they cannot negotiate items that concern them, but many administrators believe that there are some items that are not negotiable. Several administrators indicated that a school board should not negotiate any items which would violate existing state laws. Boards could not agree, for example, to operate a school system less than the minimum number of days required by state law. It is possible that teachers did not refer to items involving state law, or that if they did, they were not aware of doing so.

Administrators strongly agreed that there are certain management and board prerogatives that should not be relinquished or made the subject of negotiation. Evidence indicates that many administrators have a fear that teachers want to "take over the system," and collective negotiations are the opening wedge in this effort.

**Combined Responses**

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The combined responses that representatives of teachers' groups and administrators are in agreement that teachers would be frustrated if they were prevented from negotiating items that concern them; however, there is considerable disagreement regarding what items should be
negotiated. Administrators are fearful that their prerogatives are being bargained away while some teachers indicate they have a right to participate in all aspects of negotiations exclusive of those mandated by law.

Proposition 7

Teachers should be involved in setting up procedures for developing educational innovations, for scheduling teacher assignments, for limiting class size and determining curricular content.

Teacher Representatives' Responses

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(Total points received +64)

"Involve the teachers and program will be more effective," stated one teacher. Teachers indicated that there are certain responsibilities they must fulfill, such as being in class for certain periods of time, they must assign work and evaluate pupils, but teachers have the responsibility to improve the educational program through curricular changes and the incorporation of educational innovations.

Evidence indicates that teachers are dissatisfied with principals and department chairmen dictating what areas of the curriculum are to be studied. They are dissatisfied by the fact that recommendations that come from study groups are subject to approval by the central administration. For the most part teachers want to be involved in
curricular improvement, and they want less control from the
administrative staff.

Administrators' Responses

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(Total points received +51)

Most administrators agreed that teachers should be involved in
curriculum improvement, and developing educational innovations, but
teachers should not have the right to determine class size or their class
assignments. These last two items would infringe upon the
administrators responsibility and rights.

It appears that administrators are concerned with the difference
between negotiation and advisory consultation. Through negotiation, a
consensus or as much agreement as possible is reached. Advisory
consultation is the process of obtaining and using the opinions of teachers
and others in the school system to develop a solution to a problem or to
chart a course. Evidence indicates that administrators feel that teacher
involvement in consultation can be just as vital and meaningful as in
negotiation.

Administrators made a strong case regarding the authority to
employ a teacher in a system, or the right to transfer a teacher, or the
right to fire a teacher. This authority which is usually delegated to
superintendents must remain with the administrator and must not be negotiated away.

**Combined Responses**

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(Total points received +57.5)

It appears that administrators and representatives of teachers' groups agree to the proposition except the administrators feel that teachers should be involved in a consultation process rather than a negotiating process. Administrators suggest that teacher involvement in consultation can be just as vital and meaningful as in negotiation. It does not have to be a superficial involvement wherein administrators merely obtain advisory opinion and proceed to act as they please. It is a careful sharing of viewpoints and information, from which a joint decision is reached.

Teachers indicate, however, they are dissatisfied with having recommendations in areas of curriculum, etc. subject to approval by administration. Both teachers and administrators have indicated an approval in teacher involvement developing innovations, for scheduling teacher assignments, for limiting class size and determining curricular content. It is debatable whether the word involvement has the same connotation for both groups, as administrators tend to see this as a
consultative process, and teachers, while not defining clearly, seem to see it as a negotiable item, or very nearly so.

**Proposition 10**

Any matter upon which both teacher and the board of education have common interests or responsibilities should be subject to the negotiating process.

**Teacher Representatives' Responses**

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(Total points received +88)

All teachers indicated they are interested in the entire school program and should negotiate on matters of professional concern to them, such as educational priorities, curriculum, textbooks, extra curricular activities, "anything to do with the operation of the school."

Evidence indicates teachers are aware that funds expended for higher salaries, more sick leave, or sabbatical leaves are not available for textbooks, visual aids, laboratory equipment or special service personnel. The fiscal and administrative interdependence of conditions of employment and educational policy is such that it is often impossible to decide issues pertaining to one aspect from issues pertaining to another.

For the most part teachers feel that the concept of professionalism in education does suggest that teachers should exercise more collective control over occupational affairs than they do at present. During the
course of the interviews a few teachers indicated that they were willing to consider employment matters as issues that were administrative prerogatives, but all other "professional matters" should be negotiable.

Administrators' Responses

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<tr>
<th>SA</th>
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<th>U (3) 15%</th>
<th>D (6) 30%</th>
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(Total points received -73)

A few administrators indicated that the public interest should be the deciding factors as to whether a decision is made by administrators or teachers.

Most administrators agreed that teachers should be consulted because of their expertise in educational matters, but their interests are not the same as when salaries are the issue. Administrators feel that the scope of the educational program is more of a political or public policy than a contractual matter. Although the teachers may have expertise to offer in shaping public policy, administrators agree there is no reason why the school board should have to embody such policy in an agreement with the teachers.

Administrators are concerned that the advocates of the "everything is negotiable" philosophy have not thought through the full implications of this position. Policy is made by Boards of Education, in accordance with state law. Since this policy is subject to the wishes of the people to the
extent that membership on the Board of Education can be changed through
due elective process, it is questionable whether it is even legal to
delagate policy making to teacher groups through negotiations or otherwise.

Combined Responses

<table>
<thead>
<tr>
<th></th>
<th>SA</th>
<th>A</th>
<th>U</th>
<th>D</th>
<th>SD</th>
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<tbody>
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<td>35%</td>
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<td>7.5%</td>
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<td>27.5%</td>
</tr>
</tbody>
</table>

(Total points received +15)

There is a complete divergence of thinking regarding proposition ten. The representatives of teachers' groups are in agreement while the administrators oppose this statement. For the most part administrators feel it is more reasonable to accept the teachers' interest and expertise in the formulation of broad educational policy, but administrators do not want school boards to be obligated to negotiate such policy with the teachers.

Teachers want to get involved in the total educational program. They feel they have made some gains in this area through the negotiating process and they indicate a desire to continue to become involved in professional matters that concern not only salaries, but matters that will help improve the total educational program.
SUMMARY GRAPH FOR HYPOTHESIS III

Proposition 2

Teachers +84 points
Administrators +21 points

Proposition 7

Teachers +64 points
Administrators +51 points

Proposition 10

Teachers +88 points
Administrators -73 points

DISAGREE AGREE
Resume Of Items That Were Considered During Negotiating Sessions

<table>
<thead>
<tr>
<th>Item</th>
<th>Acted Upon</th>
<th>Seriously Considered</th>
<th>Considered</th>
<th>Not Considered</th>
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<td>Personal Leave</td>
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<td>School Calendar</td>
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<td>Textbook Selection</td>
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### COMBINED SUMMARY TABLE FOR HYPOTHESIS III

<table>
<thead>
<tr>
<th>Proposition</th>
<th>Strongly Agree</th>
<th>Agree</th>
<th>Undecided</th>
<th>Disagree</th>
<th>Strongly Disagree</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Proposition 2</strong>&lt;br&gt;(Points +21)</td>
<td>(12) 30%</td>
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<td>(2) 5%</td>
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<td>(6) 15%</td>
</tr>
<tr>
<td><strong>Proposition 7</strong>&lt;br&gt;(Points +57.5)</td>
<td>(2) 5%</td>
<td>(35) 87.5%</td>
<td>(3) 7.5%</td>
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<td>0</td>
</tr>
<tr>
<td><strong>Proposition 10</strong>&lt;br&gt;(Points +15)</td>
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<td>(6) 15%</td>
<td>(3) 7.5%</td>
<td>(6) 15%</td>
<td>(11) 27.5%</td>
</tr>
</tbody>
</table>

### Summary and Analysis

The majority of the teachers were in agreement with all the propositions relating to the third hypothesis. The administrators were in agreement with the first two propositions, not the third. They wanted to limit the scope of the negotiations to avoid infringing upon their administrators' prerogatives.

As is evident from the preceding pages, thinking concerning the scope of negotiations varies widely. Administrators feel that it is more reasonable to accept the teachers' interest and expertise in the formulation of broad educational policy, but administrators do not want school boards to be obligated to negotiate policy with the teachers. Administrators are aware that teachers are getting involved in the total educational program, but they feel exaggerated claims of negotiability will
only intensify school board fears and resistance to negotiations per se will increase.

The fact is that teachers want to negotiate more problems than merely wages, hours, and personal benefits for teachers. They want to play a key role in setting up procedures for developing educational innovations, teacher assignment, limiting class size and a host of other matters of educational practice and policy. It is evident that as teachers have pressed for their right to bargain in such areas, they have seriously damaged their long-standing relationships with administrators. All respondents agreed that the problem of what the scope of negotiations should be or what is legitimately negotiable is becoming a crucial question.

Teachers expressed a strong feeling that prior to negotiations some school boards have attempted to limit the scope of negotiations by listing items on which they would refuse to negotiate. It is likely that a school board which unilaterally excludes items from negotiations before negotiations even begin is embarking upon a dubious course of action. Teachers suggest that a board which believes in the non-negotiability of certain items should at least wait until the teacher organization has had a chance to present the case for its negotiability before the board rules it out.

Two premises are evident in the reaction to the third hypothesis:
(1) Teachers are getting more and more involved in the total educational program. (2) Administrators want to take advantage of the teachers' expertise in the formulation of broad educational program, but they are fearful that boards may negotiate away their administrative prerogatives.

As can be seen from the chart on page 100, it is evident that salaries and teacher welfare benefits are acted upon by boards of education more than any of the other items listed. Items such as class size, instructional facilities, text book selections are now being discussed during the negotiation sessions, but in all cases no official action has been taken concerning these items. It seems likely that in the future more and more items will be negotiated by boards of education.

**Hypothesis IV**

The negotiated agreement should include a grievance procedure.

The administration of the agreement is conducted primarily through the grievance procedure, itself a negotiable item. This hypothesis implies that the grievance procedure is an integral part of the total negotiated pact. Proposition one, six, eight, and fourteen pertain to this hypothesis.

**Proposition 1**

Good morale results when school personnel are permitted to express dissatisfactions and obtain adjustments in a fair and impartial setting.
Teacher Representatives' Responses

<table>
<thead>
<tr>
<th></th>
<th>SA</th>
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<th>U</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
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</table>

(Total points received +96)

Teachers are in total agreement with this proposition. Admittedly, problems can arise and will arise, but frustrations could be relieved if teachers had an opportunity to resolve these matters.

Most of the teachers remarked that school systems without satisfactory provisions for handling grievances run the risk of having dissatisfaction become acute and explode into a major incident.

Administrators' Responses

<table>
<thead>
<tr>
<th></th>
<th>SA</th>
<th>A</th>
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</table>

(Total points received +92)

Administrators indicated that this was a very important function of their position. In fact, many remarked that one of their most persistent problems is to resolve differences among employees.

The administrators of smaller school districts expressed an "open-door" policy to alleviate small problems from mushrooming into uncontrollable situations. Administrators from the larger districts felt that the "open-door" policy for superintendents is a mistake, teachers should be encouraged to meet with their immediate superior for fair and frank discussions.
Combined Responses

<table>
<thead>
<tr>
<th>SA</th>
<th>A</th>
<th>U</th>
<th>D</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td>(34) 85%</td>
<td>(6) 15%</td>
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<td>0</td>
</tr>
</tbody>
</table>

(Total points received +94)

Both administrators and representatives of teachers' groups were in complete agreement regarding this proposition. It appears that educators are aware that problems are bound to occur and steps should be taken at the lowest level to prevent the problems from expanding to uncontrollable situations.

Proposition 6

Grievance procedures are designed to improve administrative practice by promoting a balance between protecting the authority of the administrator and preventing abuse of this authority.

Teacher Representatives' Response

<table>
<thead>
<tr>
<th>SA</th>
<th>A</th>
<th>U</th>
<th>D</th>
<th>SD</th>
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</thead>
<tbody>
<tr>
<td>(4) 20%</td>
<td>(13) 65%</td>
<td>(1) 5%</td>
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</tr>
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</table>

(Total points received +53)

For the most part teachers feel that a properly executed grievance procedure works both ways, good for the administrator as well as the teacher. It appears that educators assume that all grievances are initiated by an individual teacher, and that it is the building principal who is always being complained about. A few respondents remarked that this assumption is much too narrow, for the pairing of complainant-defendant may be: (1) an individual teacher against the principal or immediate
supervisor, or (2) the teacher association against the principal, or (3) an individual teacher or teachers' organization against the central administration. Admittedly, problems come up, but, in these instances the teachers feel that the administrator has an opportunity to present his side to resolve the problem. Teachers feel that his working with teachers to resolve a problem protects the authority of the administrator.

**Administrators' Responses**

<table>
<thead>
<tr>
<th></th>
<th>SA</th>
<th>A</th>
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<th>SD</th>
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<td>(4) 20%</td>
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(Total points received -8)

In several instances administrators did not agree with this proposition. They felt that this procedure would not improve administrative practices, but usurp it. One administrator commented, "It will defeat the purpose of line and staff." Another administrator agreed with this proposition except that this was not the main purpose of the grievance procedure.

Administrators who deal with grievances have found that the two parties are meeting on equal ground without the usual administrator-teacher relationships commonly found in the ordinary school situations. They agreed that administrators should expect a type of strong opposition and aggressive discussion quite unlike that to which they may be accustomed.
It appears that some administrators feel that the grievance clause provides one more annoying and time consuming procedure. Several administrators admit, however, that no agreement will ever be written which covers every conceivable problem that may occur. Properly handled, the grievance clause insures a systematic and equitable method of minimizing problems and an opportunity for the administration to exert leadership.

**Combined Responses**

<table>
<thead>
<tr>
<th></th>
<th>SA</th>
<th>A</th>
<th>U</th>
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<td></td>
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<td></td>
<td>(Total points received +22.5)</td>
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</table>

The representatives of teachers' groups indicate that a grievance procedure is an important part of the negotiated agreement to resolve any problems that are not provided for in the agreement. Evidence indicated that problems can be resolved at the lowest level and this improves the image of the administrator especially the principal.

The administrators indicate the teacher-administrator role changes as soon as they meet to resolve the problem. The administrator is usually placed on the defensive and it is up to the administrator to prove his case. It is evident that there is disagreement between the teachers and the administrators with respect to this proposition.
Proposition 8

The resolution of much teacher dissatisfaction depends upon the successful application of the grievance procedures.

Teacher Representatives' Responses

<table>
<thead>
<tr>
<th>SA</th>
<th>A</th>
<th>U</th>
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<td>(7)</td>
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<tr>
<td>(9)</td>
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<td>(2)</td>
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<tr>
<td>(2)</td>
<td>10%</td>
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</table>

(Total points received +56)

Many representatives for teacher groups indicated that problems can be solved successfully through application of the grievance procedure. They indicated that if the following questions were answered successfully, much dissatisfaction on the part of the teachers would be eliminated: (1) Was the case handled in such a way that the parties directly involved were able to agree upon what was at stake?, (2) Was the incident closed with a sense of satisfactory adjustment?, (3) Was the case handled in a way that strengthened line authority?, (4) Did the solution result in a better mutual understanding between supervisor and teacher?, (5) Did the solution contribute to operating efficiency?

Administrators' Responses

<table>
<thead>
<tr>
<th>SA</th>
<th>A</th>
<th>U</th>
<th>D</th>
<th>SD</th>
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<tbody>
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<td></td>
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<tr>
<td>(4)</td>
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<tr>
<td>(2)</td>
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<tr>
<td>(12)</td>
<td>60%</td>
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<td></td>
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</tbody>
</table>

(Total points received -14)

Two administrators indicated that teacher dissatisfaction is an individual thing. The successful administrator should foresee potential dissatisfaction. One administrator remarked, "I would think the major
concern is negotiating, and the need for a grievance procedure would thus be eliminated."

In many instances the first step in a formal grievance procedure ordinarily involves the principal. Administrators suggest it should be obvious that problems can often be resolved informally without invoking the grievance clause.

They expressed a strong desire that teachers should always feel free to sit down with the immediate supervisor and discuss problems with a view to adjusting difficulties or differences in an informal, congenial atmosphere without instituting grievance procedures. Evidence indicates that the effective administrator sees to it that all members of the staff recognize that this is the recommended manner for handling complaints so that they do not become magnified into formal grievances.

Most of the administrators prefer to handle any dissatisfaction on an informal basis; however, they admit that since they are involved in the negotiating process they have found that no agreement can achieve its goal and the grievance clause can be helpful in settling disputes.

**Combined Responses**

<table>
<thead>
<tr>
<th>SA</th>
<th>A</th>
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<td>(9) 22.5%</td>
<td>(13) 32.5%</td>
<td>(4) 10%</td>
<td>(14) 35%</td>
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<tr>
<td>(Total points received +21)</td>
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</tbody>
</table>

Representatives of teachers' groups strongly feel that the grievance
procedure will tend to eliminate dissatisfaction between teaching and administrative staff. They indicate that a better relationship can be established if the case is handled in a successful manner.

Administrators prefer to resolve any dissatisfaction through informal meeting, reserving the grievance procedure to those matters that cannot be solved. They indicate that very few matters will have to be referred to this point if the administrator exerts every effort to be an impartial administrator and an effective instructional leader while still demonstrating support to the staff. Through such an approach, administrators feel, their faculty associates will recognize in them the professional stature attributed to the successful administrator.

Proposition 14

A procedure should be established to protect the rights of all parties and to facilitate the smooth execution of all provisions of contract agreement.

<table>
<thead>
<tr>
<th>Teacher Representatives' Responses</th>
</tr>
</thead>
<tbody>
<tr>
<td>SA</td>
</tr>
<tr>
<td>(14) 70%</td>
</tr>
<tr>
<td>(Total points received +88)</td>
</tr>
</tbody>
</table>

All teachers agree with this proposition. A few indicated that the teacher as well as the administrators must be thoroughly familiar with the terms of the contract. Since no contract is perfect and since interpretations of the wording of the contracts differ from person to
person, a procedure has to be established to protect the rights of all concerned. For the most part teachers agreed that the way these procedures are interpreted and applied in any school will set the pattern for cooperation by the entire staff.

Administrators' Responses

<table>
<thead>
<tr>
<th>SA</th>
<th>A</th>
<th>U</th>
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</table>

(Total points received +82)

Administrators appear to favor this proposition, but they emphasize the words, "protect the rights of all parties." Administrators indicate that both the employees and employers should have the right to initiate grievances. For the most part, teachers usually feel that as soon as the administrator acts, and if the teachers are dissatisfied, they should submit a grievance. However, school administrators may wish to submit grievances of their own through the procedures in the agreement.

Evidence indicates grievances tend to be more numerous under contracts whose language is general rather than specific. Where the language is general, interpretation may vary with the administrator, teacher or the situation. Administrators suggest that all employees should have complete knowledge of the grievance procedures, and these procedures should be discussed from time to time.
Combined Responses

<table>
<thead>
<tr>
<th></th>
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<th>U</th>
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<tr>
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<td>37.5%</td>
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</tbody>
</table>

(Total points received +85)

It appears that there is complete agreement among teachers and administrators regarding proposition fourteen. The administrators want to remind the teachers that a grievance procedure is a two way street: both teacher and administrator have a right to institute a procedure.

Both groups stress the importance that all concerned must have a good knowledge of the written contract. In fact, the administrators suggest that time be taken during teachers' association meetings to familiarize the group with the contents of the contract.

For the most part representatives of teachers' groups and administrators admit that there is no perfect written agreement and guidelines must be established for the smooth operation of the school system within the bounds of the written agreement.
SUMMARY GRAPH FOR HYPOTHESIS IV

**Proposition 1**
- Teachers: +96 points
- Administrators: +94 points

**Proposition 6**
- Teachers: +53 points
- Administrators: -8 points

**Proposition 8**
- Teachers: +56 points
- Administrators: -14 points

**Proposition 14**
- Teachers: +88 points
- Administrators: +82 points

DISAGREE

AGREE
### COMBINED SUMMARY TABLE FOR HYPOTHESIS IV

<table>
<thead>
<tr>
<th>Proposition (Points)</th>
<th>Strongly Agree</th>
<th>Agree</th>
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<th>Disagree</th>
<th>Strongly Disagree</th>
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</table>

### Summary and Analysis

The majority of the teachers were in agreement with all the propositions relating to the fourth hypothesis. The administrators were in agreement with propositions one and fourteen, not proposition six and eight. Administrators are fearful that a grievance procedure would not approve administrative practices, but usurp it. Evidence indicates that once a teacher leapfrogs over a line administrator to register a complaint at a higher level, the administrator is placed in a precarious position.

Most administrators agree that they prefer to handle any dissatisfaction on an informal basis. Evidence indicates that the effective administrator sees to it that all members of his staff are aware of this
recommended manner for handling complaints so that they do not become magnified into formal grievances.

Both parties tend to agree that no written agreement is perfect and since interpretation of the contract differs from person to person a grievance procedure must be part of the written agreement to protect all parties.

Administrators and representatives of teachers' groups also agree that all concerned should be aware of the contents of the grievance procedure. They indicate that the design of procedures will vary from one district to another and that no contract can achieve its goal of enabling the contracting parties to work amicably under rules designed for their mutual benefit if it fails to include a well-conceived grievance clause.

**Hypothesis V**

A "no strike" clause should be included in the written agreement.

The strike is probably the most controversial and the most widely publicized source of teacher bargaining power. Many people state that strikes are unprofessional and every possible effort should be made to prevent work stoppage. This hypothesis concerns itself with the "no strike" clause and implies that it is a vital part of the negotiated agreement.
Proposition three, nine and fifteen pertain to this hypothesis.

Proposition 3

Teachers do not want to employ a work stoppage to achieve their demands.

**Teacher Representatives' Responses**

<table>
<thead>
<tr>
<th>SA</th>
<th>A</th>
<th>U</th>
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<th>SD</th>
</tr>
</thead>
<tbody>
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<td></td>
<td>(Total points received +38)</td>
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</table>

The majority of the teachers who responded felt that this proposition is basically true. Several indicated that teachers do strike occasionally and there has been an increase in strikes and strike threats, but as a whole they prefer not to invoke this procedure.

Teachers who disagreed with this proposition referred to the gains that have been made by the organizations that have resorted to a work stoppage. They believe that there is no basic difference between a strike being called against a school as opposed to a strike against private industry.

The teachers who were undecided on this issue felt that the mood of the teachers is changing. Teachers indicated that if they were asked this question a year ago they would have agreed with the proposition; however, it is their opinion that teachers will begin to look at this question of striking more closely.
### Administrators' Responses

<table>
<thead>
<tr>
<th></th>
<th>SA</th>
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<th>SD</th>
</tr>
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<tbody>
<tr>
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<td>15%</td>
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For the most part, administrators agree with this proposition. In those instances where the administrator was dealing with an A.F.T. group, it was more likely that the respondent would disagree with the proposition.

Administrators expressed strong feelings that while teachers tend not to want to employ a work stoppage, they indicated that more teachers are talking about sick-ins or professional holidays. Regardless of semantics, administrators see no basic difference between the strike and the professional "Holiday" or "sick-in."

For the most part, administrators agreed at this time that teachers do not want to call a work stoppage; however, they indicated that it seems likely that this will change in another six months or a year.

### Combined Responses

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More administrators and representatives of teachers' groups tend to agree with this proposition; however, it is interesting to note that the same number of teachers and administrators tend to disagree with the proposition also. The interesting point is that both groups feel that the
mood of the teachers is changing. From the comments by those interviewed the author feels that if this question was placed before the same group of educators a year from now, there would be more disagreement with this proposition.

Proposition 9

Teachers believe that strikes are "unprofessional" and will do everything possible to prevent them.

Teacher Representatives' Responses

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(Total points received +88)

All educators interviewed agreed that typically, teachers resort to strikes only in extreme situations. Evidence indicates that public opinion is not the reason teachers seldom strike and most teachers believe that strikes are "unprofessional" except under extreme circumstances.

A few indicated that when negotiations reach an impasse and people will not talk, only then is there a possibility of a strike. A staff that can work together with administrators and board to iron out their differences will successfully come to an agreement. Teachers felt that to reach this point there must be professionalism on the part of the board as well as professionalism on the part of the teachers. Many considered this process as a two-way street and expressed the feeling that boards of education as well as educators have a responsibility to be professional.
Administrators' Responses

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(Total points received +60)

The majority of administrators who agreed with this proposition stated teachers are more responsible than is sometimes thought. They feel that if circumstances warrant it, they will strike, but as a whole teachers would prefer to settle their differences at the bargaining table.

Administrators indicated that teachers are placing more demands upon administrators and school boards, but the successful administrator will have to be more aware of what is going on in his district to cope with these demands.

An administrator who disagreed stated, "When you're across from a bargaining table the role of the teacher and administrator changes. Teacher representatives know their business and the administrator who thinks he is dealing with the kindly old English teacher is in for a big shock. Negotiating is serious business and the sooner the administrator accepts this the better."

Combined Responses

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(Total points received +74)

The majority of the administrators and representatives of teachers'
groups agree with this proposition. Teachers will resort to strikes only in extreme situations, when the case is a strong one; however, educators agree that good faith bargaining will prevent problems that can mushroom into an uncontrollable situation.

Proposition 15

Teachers feel that sanctions rather than strikes would be a more acceptable means of putting pressure on boards.

Representatives of Teachers' Responses

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(Total points received +6)

Teachers are in disagreement regarding this proposition. Those who agreed stated sanctions consist of a wide range of techniques, each of which has a different impact on a school system. They indicate the term itself is really nothing more than the range of things teachers can do to increase pressure on a school administration. Cutting off the supply of new teachers (one example of a sanction) allows teachers to show up for work, but the system cannot operate if ten to twenty per cent of the teaching positions are not filled.

Representatives of teachers' groups who agreed indicated that sanctions take some time to become effective, and this allows the boards to reconsider their course of action. The educational process is not halted abruptly and the public who usually resents strikes will not be
antagonized.

Representatives of teachers groups who disagreed with this proposition and favored strikes over sanctions as a means of putting pressure on the boards indicated that sanctions have proven to be ineffective, are time consuming, and lack the immediate impact of the strike. These educators indicated that the children would not suffer any irreparable harm. Schools are closed for the summer, Christmas, teachers institutes, snow days, and a host of other reasons without anyone getting excited over the harm done to the children. They continue to feel that evidence shows that teachers do strike occasionally, but the threat of a strike seems to bring the situation to a head and a settlement usually occurs.

**Administrators' Responses**

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Administrators are divided on this proposition. They indicated that while the teachers would rather not have a work stoppage, this would not prevent them from striking or invoking sanctions if the circumstances warranted it.

Administrators indicated that most of the average class room teachers are more familiar with the definition of "strike" as compared to
the definition of "sanctions." For this reason a number of administrators feel that it is the elected representatives of the teachers groups who will decide whether to invoke sanctions or call a strike if the circumstances warrant such action.

### Combined Responses

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(Total points received -0.5)

Actually it is debatable whether teachers would invoke sanctions or call a strike to put pressure on a board. Both parties agree that teachers would rather not have a work stoppage, but if the situation warrants it the teachers will resort to drastic action. It seems likely that it will be the elected representatives of teachers groups who will decide whether to strike or invoke sanctions.
SUMMARY GRAPH FOR HYPOTHESIS V

**Proposition 3**
- Teachers: +38 points
- Administrators: +34 points

**Proposition 9**
- Teachers: +88 points
- Administrators: +74 points

**Proposition 15**
- Teachers: +6 points
- Administrators: -5 points
### COMBINED SUMMARY TABLE FOR HYPOTHESIS V

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### Summary and Analysis

In analyzing each proposition it is interesting to note that administrators and representatives of teachers' groups indicated approximately the same feeling in terms of agreeing or disagreeing with each proposition. The graph on the preceding page reveals that the bars are approximately the same length in terms of each proposition. Proposition fifteen shows an average combined point total of -.5 indicating that teachers and administrators are undecided concerning this hypothesis. This is borne out in the summary of the combined responses to this proposition on page 123.

In general educators agree that teachers would prefer not to invoke a work stoppage, yet they feel that the strike is the most controversial and the most effective weapon the teachers have.
The common argument is that public services are essential and therefore must not be interrupted, but fewer teachers are accepting this premise. The contention that a strike should be prohibited "for the sake of the children" is less accepted by teacher groups than it was a few years ago.

Teachers indicated a strike represents a disagreement, and it takes two parties to disagree. Theoretically and practically, there is little merit in assuming that the teachers are at fault in every teachers strike. It is likely that teaching under certain conditions may hurt the children more than no teaching at all. Most teachers feel it is not their responsibility to subsidize a community unwillingly to make adequate provisions for the teachers, and therefore for its children.

Administrators tend to agree that teachers are more likely to invoke a work stoppage now, then say a year or two ago, and they indicate the trend is for increased work stoppages. They still feel that teachers will only resort to a work stoppage in extreme situations.
CHAPTER VI

CONCLUSIONS AND RECOMMENDATIONS

Conclusions

By whatever name discussed: collective bargaining, professional negotiations or collective negotiations it is the most discussed educational issue among teachers, administrators and school board members. The increasing momentum of the collective bargaining movement among professional educators has produced increased tensions, pressures and fears, and yet teachers are becoming increasingly more concerned about their rights and responsibilities.

There is little disagreement about the importance of each school system providing the best educational program that its resources will afford. The question is how best to provide for the welfare of the students. Conflict continues to rise and pressure groups seek to attain their own particular goals. The trend is toward negotiations as the means for making educational decisions in an expanding range of areas.

An analysis of the results of the interviews of the negotiated
agreements and what the professional literature states tends to indicate that administrators and teachers are aware of their changing rights and responsibilities as related to negotiating procedures. The degree of concern varies with each aspect examined in this study. In general, educators are aware that old established traditions and processes will no longer suffice. During this period of flux and transition, as personnel policies and administrative processes are revised and improved, a written, formalized process setting forth the intent of both parties must be mutually agreed upon by both parties.

Hypothesis I

The negotiated agreement should include an article recognizing the teachers' bargaining group.

In the light of the accumulated data, this hypothesis can be accepted. Educators were generally in agreement that the teachers should have the right to decide whether they want no representation or representation by a designated organization.

The existence within a district of more than one employee organization claiming to represent the professional staff is beginning to be a major problem to boards of education and administrators. Although in the absence of a statute a board cannot be compelled to recognize one organization exclusively for the purpose of negotiation; however, everyone of the negotiated agreements analyzed provides for the recognition of a
single organization as representative of the staff.

It was concluded from the study that from a practical standpoint, it makes good sense to negotiate with a single organization, providing, of course, that it can be ascertained beyond any doubt that such an organization can speak for the majority of the staff. Such designation places additional responsibility on the organization selected and hopefully would encourage a stronger and more mature approach. Teachers and administrators are aware that a policy granting exclusive bargaining rights is within the power of a board of education.

It was pointed out that teachers must be aware that mathematically, if there are exclusive negotiation rights and assuming the majority of the organization represents only fifty-one per cent of the staff it is possible for twenty-six per cent of a faculty to determine policies and proposals binding to all.

Teachers, administrators and the negotiated agreements indicate that educators are aware that there are advantages to be gained for the development of appropriate formalized procedures regarding the determination of a bargaining group. They emphasize the importance of all educators being familiar with this particular section of the agreement.

**Hypothesis II**

The written agreements should carefully delineate the role and responsibility of the superintendent.
This hypothesis concerns itself with the role of the chief administrator of the school district in the bargaining process. The analysis of administrators and representatives of teachers' group responses tend to be somewhat divided concerning the hypothesis while the analysis of the actual negotiated agreements favor the hypothesis.

The teachers, as a whole, indicated they did not care who represented the board in negotiating sessions, as long as this person had full authority. Teachers are aware that the role of the superintendent varies from district to district and because his role continues to change a clarifying statement with respect to his responsibilities in the negotiating procedures would be helpful.

Administrators were almost totally in agreement that the superintendent's role must be clearly defined and commonly understood. Written policies and procedures concerning the superintendent's role must be developed while everyone can be objective about relationships. These statements should help to prevent future misunderstandings and tensions.

The superintendent must not be bypassed during the bargaining process. As executive officer of the board, he should be expected to represent the board in all matters of concern to the employee organization or the individual member.

Superintendents indicated their roles can be determined by a number
of factors: First, state statutes may determine their roles, second, their own philosophies or personal preferences, third, the wishes of boards of education or fourth, the influence or pressure from the local teachers' organizations. Whatever their roles their main responsibility must be to the children in their districts.

**Hypothesis III**

Negotiable matters should not be restricted to salaries, benefits and working conditions.

The data tend to support this hypothesis. Analysis of the negotiated agreements clearly indicate that the scope of negotiations goes far beyond salaries, benefits and working conditions. Teachers want to be involved in the total educational program and are able to achieve this desire through the negotiating process.

Administrators are aware that there will be greater demand for teacher participation in so-called administrative prerogatives. Administrators expressed strong feelings that teacher involvement in consultation can be just as vital and meaningful as in negotiations. For teachers to accept this proposal, superficial involvement wherein administrators merely obtain advisory opinion from the teachers and proceed to act as they please will have to cease.

Even though most negotiated agreements analyzed tend to include more than salaries and working conditions in their scope of negotiations
section, and even though teachers want to participate in all matters of professional concern, it is interesting to note that the only items acted upon and approved by the board and the teachers organizations were salary and welfare benefits. The chief negotiating concern of all the educators interviewed was the adoption of a salary schedule, followed by a liberalization in the sick leave policy.

Teachers are saying they are concerned about matters that pertain to the full educational program other than salaries and welfare benefits. Teacher organizations were able to include a wide scope of negotiations in their agreement and yet evidence indicates, at this time, the main concern of teachers is better salaries.

**Hypothesis IV**

The negotiated procedure should include a grievance procedure.

This hypothesis implies that the grievance procedure is an integral part of the negotiated pact. For the most part the evidence collected tends to support the hypothesis. Educators agree while negotiated agreements vary widely in their content, no agreement can achieve its goal of enabling the contracting parties to work together amicably under rules designed for their mutual benefit if it fails to include a well-conceived grievance clause.

Almost unanimously educators believe the grievance procedure
clauses of any negotiated contract should be carefully worded to provide the intended guarantees for all parties. The procedure should offer an all inclusive safeguard to protect the right of all parties and to facilitate the smooth execution of all provisions of the negotiated agreement.

Grievances tend to be more numerous under agreements whose language is general rather than specific. Where the language is general, interpretation may vary with the administrator and the situation. Agreements should be stated in language that is as objective and definite as possible.

Administrators prefer to resolve any differences through informal meetings, reserving the grievance procedure to those matters that cannot be solved. Properly handled, the grievance clause insures a systematic and equitable method of minimizing problems and an opportunity for the administrator to exert leadership.

Hypothesis V

A "no strike" clause should be included in the written agreement.

The strike is probably the most controversial and the most widely publicized source of teacher bargaining power. The right of public employees to strike has never been legislatively authorized in the United States, yet there has been an increase throughout the country of slow downs or work stoppages in the teaching profession.
Teachers and administrators agree that if circumstances warrant it, teachers will strike, even though teachers would prefer to settle their differences at the bargaining table. Teachers indicated that this is their most effective weapon.

For the most part educators feel that the strike threat will continue to be a source of bargaining power for the teachers. Administrators are fearful that the threat of strikes will be on the increase in the years to come.

Those who negotiated the agreements that were analyzed must have been aware of the consequences that could develop because of a work stoppage as eighty-four per cent of the agreements contained a "no strike" clause. Educators who were interviewed expressed strong feelings for the inclusion of this clause. Based on the results of the interviews and the analysis of the negotiated agreements, this hypothesis can be accepted.

Recommendations

To create and sustain a professional climate in our school systems calls for a common understanding, mutual respect and confidence among teachers, administrators and school board members. Professional negotiations is one avenue by which educators and board members can work together to solve mutual problems that affect the total educational program. As a result of this study the following recommendations are
made:

1. School districts should adopt written negotiated agreements that are appropriate to their own unique circumstances.

2. Superintendents and/or one or more of his assistants, depending on the size of the school system, should attend workshops pertaining to negotiation procedures and techniques.

3. Teacher and school administrators associations should collaborate in drafting reasonably flexible statutes that provide guidelines to follow in formalized bargaining relationships.

4. In all negotiations, the chief administrative officer of the school district, should be an integral part of the process.

5. Teachers must be free in their choice as to whether they will or will not join any teachers' organization. Teachers should have the right to organize and be represented by organizations that speak for the majority of employees.

6. The function of the grievance procedure should not be limited to a process of solving teachers' grievances, but it should protect all parties and provide a method to facilitate the smooth execution of all provisions of the agreement.

Suggestions for Further Study

The momentum of collective bargaining in the public schools has
placed increased demands upon teachers and administrators. Because educators are just now getting thoroughly involved in this process and based on the findings of this study the following questions are offered for possible investigation:

1. Will teacher organizations tend to pattern their written agreement after those adopted in the private sector?

2. Will collective bargain agreements weaken or strengthen the relationships that now exists between teachers and administrators?

3. What legislation, if any, is needed to improve the bargaining process?

4. Should board members be on the negotiating team?

5. What should be the role of the superintendent in the bargaining process?

6. What are the advantages and/or disadvantages to a school district if the N.E.A. and A.F.T. merge? What effect would this have on professional negotiations?

7. What is the role of the principal and the immediate supervisor in the negotiating process?

The impact of negotiations will be felt in various ways by school people; the trend is for increased pressures by teachers to organize and to become deeply involved in the total educational program. In closing
the following quotation is appropriate.

The problems that have beset public school systems in recent years are exceedingly complicated. They are neither attributable to a simple cause nor curable by a single solution. Yet the responses to all of the difficulties are inhibited and frustrated by a common condition that is widely recognized: The present forms of control and administration in public education are antiquated and obsolete. Within school systems new relationships have come about but the patterns by which they are maintained and managed are in need of careful study, and, in many cases, fundamental change. The changes must be designed, however, neither to protect the status quo nor to advance partisan interests, but with the clear and unequivocal purpose of improving educational institutions and services.60

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I. BOOKS


II. PERIODICALS


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Openlander, Stuart L. "Organize Before Employee Negotiations Start." Nation's Schools, LXXX, No. 3 (September, 1967).


Turnbaugh, Roy C. "How to Set Teacher Negotiation Policy." Nation's Schools, LXXVII, No. 3 (March, 1966).


III. UNPUBLISHED MATERIAL


APPENDIX A

PROPOSITIONS TO TEST HYPOTHESES

Please select one of the five alternatives and briefly state the reason for your particular choice:

1. Good morale results when school personnel are permitted to express dissatisfaction and obtain adjustments in a fair and impartial setting.

   Strongly Agree    Agree    Undecided    Disagree    Strongly Disagree

2. Preventing teachers from negotiating any area that might be of concern to them would only frustrate the relationship.

   SA    A    U    D    SD

3. Teachers do not want to employ a work stoppage to achieve their demands.

   SA    A    U    D    SD

4. Recognition of a teachers' organization, which is to represent the professional staff, should be established through well-defined election procedures.

   SA    A    U    D    SD

142
5. In the negotiating process teachers will want to know what side the superintendent is taking.

SA A U D SD

6. Grievance procedures are designed to improve administrative practice by promoting a balance between protecting the authority of the administrator and preventing abuse of this authority.

SA A U D SD

7. Teachers should be involved in setting up procedures for developing educational innovations, for scheduling teacher assignments, for limiting class size and determining curricular content.

SA A U D SD

8. The resolution of much teacher dissatisfaction depends upon the successful application of the grievance procedures.

SA A U D SD

9. Teachers believe that strikes are "unprofessional" and that public employees do not and should not have the right to strike.

SA A U D SD

10. Any matter upon which both teacher and the board of education have common interests or responsibilities should be subject to the negotiating process.

SA A U D SD
11. Teachers should be aware of the manner that they may challenge a recognized bargaining organization.

12. An employee organization should be certified by the Board as an exclusive bargaining representative only after written guidelines have been established.

13. It makes a difference who represents the board in negotiating sessions and this person should have full authority to represent the board.

14. A procedure should be established to protect the rights of all parties and to facilitate the smooth execution of all provisions of contract agreement.

15. Teachers feel that sanctions rather than strikes would be a more acceptable means for teachers to put pressure on boards.
16. Since the superintendent is the chief executive of the Board of Education he shall act as chief negotiator for the Board; however, it will be necessary to spell out his responsibilities in the negotiated agreement.

17. The right of the individual must be protected; therefore, all teachers have the right to negotiate individually; however, to get the job done this would not be practical.
Respond to items that were considered during your negotiating session.

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Other Items (please list): 

- Content of Staff Meetings
- School Calendar
- Instructional Facilities
- Textbook Selection
- Other Items (please list)
The dissertation submitted by John Patrick Hayes has been read and approved by the members of the School of Education. The final copies have been examined by the director of the dissertation and the signature which appears below verifies the fact that any necessary changes have been incorporated and that the dissertation is now given final approval with reference to content and form.

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

[Signature]

Date

Signature of Adviser