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AN ANALYSIS OF IMPASSE RESOLUTION STRATEGIES IN PUBLIC EDUCATION BARGAINING DISPUTES: A STUDY OF SEVEN ILLINOIS SCHOOL SYSTEMS WHERE STRIKES OCCURRED IN 1972

by

Larry Lee Halter

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LIFE

Larry Lee Halter was born in Portland, Oregon, December 27, 1936. He was graduated from Franklin High School, Portland, Oregon, June, 1954. He was awarded the Bachelor of Arts degree in June, 1959, from Northwest Nazarene College and the Master of Education degree in June, 1965 from the University of Oregon.

From 1959 to 1969, the author was a teacher and counselor in the state of Oregon. He became an assistant principal at River Trails School District, Mt. Prospect, Illinois, in 1970. In 1971, he became a personnel relations consultant with the Illinois Education Association and has served in this capacity since that time.
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CHAPTER I

INTRODUCTION TO THE STUDY

According to social psychologist Muzafer Sherif, one of the most challenging human problems of contemporary life is that of "intergroup relations" which refers to "the states of friendship or enmity, cooperation or competition, conflict or harmony, alignment or nonalignment between groups and combinations of groups, small or large."¹

With the advent of collective bargaining in public education in the early 1960s, the state of intergroup relations between teachers, administrators, and school boards has become increasingly characterized by competition and conflict. Teachers, traditionally a passive group in reference to welfare and working conditions, school policies, and educational programs, are now via the social system of collective bargaining, abandoning this posture by becoming active, equal partners in determining these decisions. This revolutionary power relation change from unilateral school management control to the bilateral decision-making found in the collective bargaining process has strained the employment relationship in the education industry, a stress which is frequently manifesting itself in bitter controversy, bargaining deadlocks

and a series of trial-and-error conflict resolution schemes which include mediation, fact-finding, third-party umpiring systems, court injunctions, strikes, and teacher firings.

It can be assumed that collective bargaining in the American school system is here to stay and indeed will continue to grow at an accelerated pace.\(^1\) Moreover, since conflict is the basic ingredient in the collective bargaining process, it can furthermore be assumed that there will be a concurrent growth in the number of school bargaining disputes and teacher strikes. Acceptance of these two assumptions clearly necessitates a search for methods which facilitate the resolution of negotiations conflict between teachers and school management. To phrase the problem another way, public education negotiators, unsure about what conflict management schemes to use in the event of a bargaining dispute, are in need of viable machinery which can serve to control the conflict which is inherent in the collective bargaining process.

Several labor relations authorities maintain that the impasse resolution problem is one of the key issues in public education labor relations. Robert Doherty, for example, emphasizes that all other issues in teacher bargaining are "relatively insignificant issues when contrasted with the problem of resolving negotiating impasses."\(^2\) Relative to this contention, a fundamental question can be asked: "What conflict management or conflict resolution

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processes function to bring about more agreement, less conflict, and positive negotiatory relationships between teachers and school management?"

This question is difficult to answer because the impasse resolution problem in school negotiations is still in the laboratory experimental stages of trial-and-error, and therefore, little empirical data exist on the use or effectiveness of the various procedures utilized to resolve public education bargaining disputes. As a consequence to the notable lack of research on this critical problem, participants in the school bargaining process remain ignorant of how to effectively resolve, manage, or prevent collective bargaining impasses which may arise during at-the-table negotiations. In sum, because teachers and school management representatives are adrift without adequate information, it is logical to research and analyze the alternate social technologies for impasse resolution. This study is such an attempt.

PURPOSE

The general purpose of this study was to analyze the various impasse resolution strategies which are available to public education negotiators. Specifically, the study included: (1) a description of five alternative methods available to negotiators for resolving school bargaining disputes; (2) a presentation and analysis of the perceptions held by teacher negotiation representatives and school management representatives towards the five alternate impasse resolution methods for the purpose of identifying the most preferred strategy. It should be noted that both groups were involved in bargaining conflicts in 1972 in which several methods for dispute resolution were employed, namely, mediation, fact-finding, and the teacher strike; and (3) a case study analysis of three
school systems to discover what significant factors influenced the success or failure of particular impasse resolution strategies.

RESEARCH METHOD AND PROCEDURE

In correspondence to the three purposes listed above, three approaches or phases were utilized in this study: First, a research of the relevant literature was conducted to ascertain from authorities what impasse resolution procedures can or should be employed in school bargaining disputes. In the second phase, the author tested several hypotheses in order to identify the impasse resolution method that public education negotiators prefer to use in the event of a collective bargaining deadlock. The hypotheses, derived by searching professional literature for the opinions of authorities who have worked in either the field of collective bargaining or other environments where inter-group conflict may exist, were as follows:

I. Teacher negotiation representatives agree that the human relations strategy would function to minimize, prevent, or resolve collective bargaining disputes.

II. School management negotiation representatives agree that the human relations strategy would not function to minimize, prevent, or resolve collective bargaining disputes.

III. Teacher negotiation representatives and school management negotiation representatives both agree that the mediation strategy is an appropriate mechanism to use in resolving school bargaining disputes.

IV. Teacher negotiation representatives and school management negotiation representatives both agree that the fact-finding strategy is not an effective procedure for resolving public education bargaining disputes.
V. Teacher negotiation representatives and school management negotiation representatives both agree that the arbitration strategy would not be an appropriate dispute settlement mechanism in public education bargaining impasses.

VI. Teacher negotiation representatives agree that the strike strategy should be available as a means to resolve collective bargaining disputes.

VII. School management negotiation representatives agree that the strike strategy should not be available as a means to resolve collective bargaining disputes.

To test the above hypotheses, the author devised a series of questions related to the hypotheses and placed them in a fixed-response questionnaire (see APPENDIX A) which was personally administered to forty-two negotiation representatives. The negotiators, twenty-one representing teacher organizations and twenty-one representing school boards, were for the most part, at-the-table-negotiators during bargaining disputes which occurred in seven school systems in the fall of 1972.

The population studied during phase two covered selected schools. That is, the research focused on all Illinois school systems which in 1972 used at least two of the impasse procedures available to public education negotiation teams. In order to preserve anonymity, the school districts are identified by number rather than by name. The school systems are listed in TABLE 1.

The third phase of the study included a case study analysis of three of the seven school systems for the purpose of clarifying or identifying any salient factors which influenced the impasse resolution process in those school systems. This information was collected in an interview by using an open-ended questionnaire or interview guide (see APPENDIX B). This guide was administered to eighteen negotiation representatives who also had
TABLE 1

This table shows the population studied in this research project, the length of strike, and the impasse procedures used to resolve or terminate the dispute.

<table>
<thead>
<tr>
<th>School System</th>
<th>Length of Strike</th>
<th>Impasse Procedures Used</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>4 Days</td>
<td>Mediation, Fact-Finding, Strike</td>
</tr>
<tr>
<td>2</td>
<td>6 Days</td>
<td>Mediation, Fact-Finding, Strike</td>
</tr>
<tr>
<td>3</td>
<td>3 Days</td>
<td>Mediation, Fact-Finding, Strike</td>
</tr>
<tr>
<td>4</td>
<td>5 Days</td>
<td>Mediation, Fact-Finding, Strike</td>
</tr>
<tr>
<td>5</td>
<td>2 Days</td>
<td>Mediation, Fact-Finding, Strike</td>
</tr>
<tr>
<td>6</td>
<td>3 Days</td>
<td>Mediation, Strike</td>
</tr>
<tr>
<td>7</td>
<td>1 Day</td>
<td>Mediation, Strike</td>
</tr>
</tbody>
</table>

participated in the phase two interview. The data are placed in a modified case study form.

Significance and Practical Aspects of the Study

It is anticipated that this study will be beneficial in the following ways:

(1) The amount of intergroup conflict generated by the momentum of teacher negotiations will be more easily managed. While social conflict is inevitable when individuals and groups work together, it is nevertheless, imperative to search for and develop appropriate social technology for the management of collective bargaining conflict. If, through research, functional conflict management strategies can be determined, the dynamics of the negotiating process could produce more efficient results with less overt conflict.
(2) The study should be beneficial to those teachers and school management personnel who are involved in negotiating local contracts by providing a clue or answer to the following question: "What impasse procedures function to increase the probability of peaceful settlement and conversely decrease the possibility of a disruptive confrontation?" Hopefully, an analysis of the experience of negotiators involved in crisis bargaining situations will suggest what impasse procedures or dispute settlement techniques should be utilized in public education labor conflicts. Stated otherwise, the outcome of the study may provide knowledge that may reveal new alternatives to more effectively accommodate bargaining conflict between teacher organizations and school management.

(3) The research should assist legislators formulate appropriate school law relevant to the topic of collective bargaining in public education and specifically to the key issue in this arena, namely, the resolution of impasse disputes. Regarding the importance of relevant school bargaining statutes, it is questionable if we can legislate ourselves into decades of industrial harmony. No matter how wisely formulated, laws are not cure-alls for disturbed human relations. In the short run, laws tend to destroy or to change established patterns and to impose unfamiliar techniques and restrictions of the parties; thus the period of adjustment to a major labor law is a turbulent one. However, while maturity and peace in collective bargaining are not established by legislative fiat, labor law can be justified indirectly. That is, long run constructive collective bargaining can be facilitated through statutory ground rules which govern the activities of both the employees and management. The effect of such rules is to promote, in the long run,
maturity of the bargaining relationship.¹

(4) Notwithstanding the concept that conflict can sometimes function to effect positive social change, certain forms of conflict, such as collective bargaining disagreements, can be viewed as dysfunctional in the educational setting. Restated, it seems justifiable to assume that quality education for students is best achieved in an atmosphere of reasonable peace and harmony and that disruptive, acrimonious bargaining conflicts between teachers and school management do not contribute to this end. It follows that anything which can be done to reduce the potential for overt conflict or promote successful negotiatory relationships between these two groups would contribute to the well being of students.

(5) The study may provide direction for universities as they plan training programs for school administrators and teachers in the collective bargaining process.

LIMITATIONS AND DELIMITATIONS

Limitations of the study would be the ones that are inherent in the interview method itself. Although there are limitations with the interview method, it is a desirable method to use when perceptions, opinions, and values are being examined. The ability to probe vague responses, obtain clarification, and cross-check reactions are advantages of the personal interview. In addition, "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. From the respondents' incidental comments, facial and bodily expressions, and tone of voice, the interviewer was able to acquire information that could not be conveyed in written replies.

Two instruments were used to collect data. A fixed-response questionnaire was incorporated because it is more definitive in nature than open-ended questionnaires, yet the respondents were given the opportunity to express their thoughts freely. An open-ended questionnaire was also used which gave the respondents complete freedom to communicate their opinions. Both questionnaires were administered during personal interviews.

One limitation of the interview method depends on the interviewer's insight into the respondent's situation. Relative to this problem, the interviewer has participated in teacher-school management negotiations for several years and thus has developed insights into the conditions under which the respondents work. He is not alien to the role of the respondents, having been employed as both a teacher and school administrator. In brief, the respondent's situation was not unfamiliar to the interviewer.

A further limitation of the interview method concerns the employment of a common vocabulary with the respondents. Since the interviewer has represented both teachers and management in the collective bargaining process, 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 was delimited to negotiation representatives of both teacher groups and school management who participated in collective bargaining situations in which two or more impasse procedures had been used to resolve the bargaining dispute. It was further delimited by the fact that it confined itself to seven school systems in the state of Illinois, a state which has neither (1) enacted a comprehensive collective bargaining statute for public school teachers or (2) legalized teacher strikes. Any inferences, conclusions, or recommendations will be limited to school districts with the same characteristics as those under the study.

**DEFINITION OF TERMS**

**Conflict Resolution**  
An academic field developed in recent years by social scientists; sometimes used interchangeably with the term "conflict management" but technically different because conflict resolution carries with it an air of finality. Relevant to this study, the term will be used to describe those methods, strategies, or social technologies which can be employed to resolve or manage (1) the covert conflict which is inherent in the collective bargaining process and (2) the overt conflict which may manifest itself in collective bargaining impasses.¹

**Collective Bargaining**  
In the private sector, collective bargaining is the legal obligation of the employer and the representative of his employees to negotiate, administer, interpret, and enforce a written contract with respect to wages, hours, and other terms and conditions of employment.²

¹Writer's definition.

²C. Wilson Randle and Max S. Wortman, op.cit., p. 8.
Collective Bargaining--cont.

In the public education sector, collective bargaining (alternatively called "collective negotiations" and "professional negotiations") is a process whereby employees as a group and their employers make offers and counter-offers on good faith on the conditions of their employment relationship for the purpose of reaching a mutually acceptable agreement, and the execution of a written document incorporating any such agreement if requested by either party. Also, a process whereby a representative of the employees and their employer jointly determine their conditions of employment.

In both the private and public sector, collective bargaining is a power relationship accommodation. The essence of bargaining is compromise and concession-making on matters where there is conflict between the parties and the relationship.

Teacher Negotiation Representatives

Teachers who represent a teachers' organization by negotiating with administrative representatives at the bargaining table.

School Management Negotiation Representatives

Broadly defined, these are individuals designated to represent the board of education in contract negotiations with teachers. Relevant to this study, such individuals include school superintendents, principals, business managers, and school board members.

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3Writer's definition.

4Writer's definition.
Terms and Conditions of Employment

Synonymous with the term "working conditions" and refers to such items as school calendar, the school day, promotion and transfer procedures, class assignment, class size, etc.¹

Strike

A concerted teacher activity involving two or more employees for the purpose of seeking to influence, pressure, or coerce a school board to make changes in working conditions or compensation.²

Collective Bargaining Agreement

Labor contracts or agreements negotiated in collective bargaining. These agreements are reduced to writing. That is, they are signed statements that indicate what each of the parties can and will do to make the cooperation of employers and employees effective. In short, the collective agreement records what the parties have agreed to in their negotiations and it may deal with a wide range of subjects, from sick leave pay to grievance procedures and wages.³


Mediation

Mediation is the process where a neutral individual, usually with the consent of the parties, attempts to reconcile or conciliate the differences between them, usually in joint or individual sessions with the parties. It is a direct extension and part of the collective bargaining process since any settlement reached in mediation must be one mutually agreed upon by the parties. May be used in both preventive and remedial ways.1

Fact-Finding

Fact-finding is a procedure whereby an individual or a panel (the latter consisting of at least one neutral person) conducts a formal hearing wherein representatives of the teacher organization and the school board are given the opportunity to present evidence material to the impasse and negotiations, to make arguments with regard thereto, and to file briefs in support of their positions. The fact finder or panel thereafter issues a formal document, setting forth recommendations for the settlement of the impasse. These recommendations are advisory in nature and not final and binding upon any of the parties.2

Compulsory Binding Arbitration

An impasse mechanism in the public sector in which unresolved disputes are legally required to be submitted to a neutral judicial body which determine a final solution to the conflict.3

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2Ibid., p. 428.

| **Voluntary Binding Arbitration** | Unlike compulsory binding arbitration, this form of arbitration is not a preordained, predesigned, or legally required method of resolving a bargaining dispute. In contrast, this method of impasse resolution is something that the parties at the particular time in their negotiations willfully and voluntarily undertake as a means to culminate their dispute.¹ |
| **Human Relations Strategy** | Alternatively called the "cooperation" or "integrative" approach to intergroup conflict. It is generally characterized by such integrative processes as involvement, continuous dialogue, and joint decision-making. Underlying these processes are attitudes of trust, cooperation, and gestures of goodwill. Relative to collective bargaining, this strategy manifests itself in (1) pre-study committees; (2) post-negotiation committees; and (3) continuing joint committees.² |
| **Conflict Strategy** | A means of resolving intergroup disagreement which is advanced by game theorists, diplomatic strategists, students of revolutions, and community organizers. Relative to the bargaining process, the conflict strategy focuses on threat, coercion, and the collective adversary procedures such as sanctions, boycotts, picketing, and strikes. This approach is sometimes called "power politics" because it makes use of power to resolve intergroup disputes.³ |

¹ Writer's definition.  
² Writer's definition.  
³ Writer's definition.
Impasse

When in an effort to reach a collective bargaining agreement, the parties are either unable or unwilling to reach agreement. 1 Also, a disagreement between the parties so serious that further meetings and conversations seem fruitless. 2

Injunction

Court order restraining a strike by employees. 3

SUMMARY

In summary, the reader is reminded that the general purpose of the study was to analyze dispute settlement procedures in public education for the specific aim of identifying an answer to this critical question: What impasse resolution methods should be employed to resolve school bargaining disputes? To answer this question the writer has (1) described alternative methods for resolving disputes as found in professional literature; (2) identified what methods are preferred by forty-two teacher and school management negotiation practitioners; and (3) investigated three districts with respect to factors which may have facilitated or impeded the resolution of the bargaining impasses.


3 Writer's definition.
CHAPTER II

DISPUTE RESOLUTION STRATEGIES IN PUBLIC EDUCATION BARGAINING:
A SURVEY OF THE LITERATURE

All forms of intergroup conflict—international, racial, or industrial—necessitate a search for methods which facilitate the resolution of that conflict. In the industrial setting, it is especially evident that there is a need for machinery into which employee unrest and dissatisfaction can be channelled. As a result, a formal institutionalized device for managing employee-employer conflict has been invented, namely, the mechanism of collective bargaining.

Since ninety-five percent of the labor contracts negotiated annually are terminated without the occurrence of a strike, it can be concluded that the collective bargaining process, at least in the private sector, is an effective technique for managing intergroup conflict in the industrial environment. However, in the situations where agreement is not reached and negotiations conflict escalates into overt labor dispute, it is important to investigate those methods which can be used to terminate the bargaining impasse. This chapter deals with phase one of the study and will describe some major dispute resolution strategies or social technologies which can be employed to resolve school bargaining impasses. These include the human relations strategy, mediation, fact-finding, arbitration, and the strike.
THE HUMAN RELATIONS APPROACH

The human relations approach to dispute resolution is alternatively called the "cooperation," "collaboration," "problem solving," or "integrative" approach. Professor Richard Wynn of the University of Pittsburgh has also termed this approach "collective gaining."¹

The Nature of Conflict

To understand this approach to school bargaining conflicts, it is necessary to define what a conflict is, and to specify its source. Stagner defines conflict as "a situation in which two or more human beings desire goals which they perceive as being attainable by one or the other but not both."² To clarify this definition, there must be at least two parties; each party is mobilizing energy to obtain a goal, a desired object or situation--be it food, territory, power, or economic affluence; and each party perceives the other as a barrier or a threat to the attainment of this goal. In other words, social conflict such as a school bargaining impasse will arise if Party A really prevents Party B from achieving a goal, or it will evolve if Party A perceives B as an obstacle even though there is no realistic basis for this view. Coser defines conflict as "a struggle over values and claims


to scarce status, power, and resources in which the aims of the opponents are to neutralize, injure, or eliminate their rivals."¹

While the sources of conflict were alluded to in the above paragraph, Bennis and associates² explain that human conflict may arise from at least two sources. One kind of conflict stems from different or incompatible goals held by persons or groups. These goals may reflect different values and concerns held by the conflicting parties, and they may be grounded religiously, politically, economically, or in some other way. During industrial conflict, for example, a school management may seek the goal of no wage increase for their employees. Conversely, the laboring component (teachers) desires a definite change in their economic life. In this illustration, incompatible goals become a source for conflict.

A second kind of conflict reflects not incompatible outcomes to be achieved, but rather struggles over the allocation of commonly prized but scarce goods—whether money, material goods, political power, or prestige and status. To clarify, this kind of conflict grows out of a situation in which needs and values are similar, but resources required to satisfy these values are limited and consequently, undistributable. Stated otherwise, conflict will occur when two or more people or groups strive for the same


goal or compete for the same space (space can be either physical or psychological). To illustrate, teachers and school management both desire to use a portion of state aid school monies for teachers' salaries. Teacher wage demands, however, exceed the level which the board of education is willing to pay. By definition, the two groups are in conflict because there is a similarity of values in the presence of scarce resources.

Game Theory

The human relations approach to resolving bargaining disputes considers the relationship among the nature of conflict, game theory, and the contrasting bargaining strategies known as distributive bargaining and integrative bargaining.

Game Theory, which is a mathematical technique for analyzing conflict, advances the idea that collective bargaining is a game which can be played from at least two viewpoints.¹ Bargaining can be approached as a "zero-sum game" (win-lose) in which any gains by the teachers' organization must be recorded as losses for school management and vice-versa; that is, what one group wins, the other must lose. In a zero-sum bargaining game, the interests of the parties are diametrically opposed and opponents are, therefore, termed "adversaries".² Zero-sum bargaining can happen in situations where goals are similar or dissimilar and resources


²Thomas C. Schelling, The Strategy of Conflict (Mass.: Harvard University, 1960), p. 84
such as money, power, time, space, or position are scarce.¹

Collective bargaining can conversely be approached as a "positive sum game." From this orientation, the parties have identical rather than conflicting interests and are concerned with coordinating their actions toward a common outcome. Because common interests underlie this approach, the parties are referred to as "partners." Popularly, this kind of bargaining can be thought of as a "win-win" game in contrast to the "win-lose" approach.²

Distributive Bargaining Vs Integrative Bargaining

Collective bargaining conflict can be resolved or accommodated by using a variety of strategies. These strategies may be placed on a continuum bounded by pure distributive bargaining (the zero-sum approach) and pure integrative bargaining (the positive-sum approach).³ Walton and McKersie⁴ indicate that when teachers and school management are directly competing for or claiming scarce resources like tax money, such conflicts are resolved by using a "distributive bargaining" strategy. This term


²Schelling, op.cit., pp. 4, 83.


refers to the activity of dividing limited resources. When the participants are faced with allocating, dividing, or distributing limited resources, inherent bargaining conflict is accelerated because each party is trying to win from the other party a favorable division of the limited resources. Since neither party wants to lose and both wish to win, a stalemate or negotiations impasse is likely to occur.

Since win-lose bargaining often intensifies bargaining conflict, a different approach to negotiations is needed. This is "integrative bargaining" or "problem-solving bargaining" because the parties try to integrate their resources toward a common task by using the problem solving approach. In this bargaining process, the task of the negotiators is to discover the high payoff possibilities or the potential benefits for both parties. To reach this objective, the adversaries become "partners" and proceed deliberately to discover the alternatives which increase joint gain. The negotiator behaving integratively is not concerned about the payoff available for him at the expense of his opponent. Instead, his primary concern is to increase the total sum, and therefore, this bargaining approach is popularly thought of as a "win-win" game. To achieve a win-win outcome, he chooses matters where there is mutual interest and high joint gain, and he is always asking the question, "Does it have potential for integration of interests?"¹

¹Walton and McKersie, op.cit., p. 16.
Characteristics of The Human Relations Approach

The human relations approach to resolving collective bargaining deadlocks is characterized by the following intergroup behavior: (1) collaborative, intergroup problem-solving in which both teams search for superordinate goals; (2) post-negotiation committees; and (3) continuing joint committees. These three features are explained below.

Collaborative, intergroup problem-solving. Blake and associates\(^1\) list seven steps which characterize this style of decision making:

1. **Problem definition.** An important first step in collaboration is to define the problem which needs to be solved. In ordinary win-lose negotiating, each group defines the problem in isolation, but in this type of problem-solving, the problem is not defined prior to contact. It is developed by and through intergroup contact. "Both groups, or their representatives, together search out the issues that separate them. By joint effort, the problems that demand solution are identified."\(^2\) This bilateral definition is an advantage because both sides agree to the "facts." This eliminates the individual or autonomous problem-solving phenomena in which it frequently happens that the "facts" seen by one group are vastly different from the "facts" the other group has in describing the same set of events.

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\(^1\)Robert R. Blake; Herbert A. Shepard, and Jane S. Mouton, Managing Intergroup Conflict In Industry (Houston: Gulf, 1964), pp. 90-93.

\(^2\)Blake, Ibid., p. 90.
2. **Full problem review.** At this step, the problem is reviewed by as many members of the groups as is possible—not by subcommittees from the two groups. This review "communicates the fundamental facts and issues to all members who eventually will commit themselves to a final position."¹

3. **Developing a range of alternatives.** At this level joint committees or subgroups develop a range of possible alternatives for dealing with the previously defined and identified problems. This step is particularly important because the joint investigation of solutions avoids one or two alternatives that could propel the group into win-lose deadlock.

4. **Debate of alternatives by the whole intergroup.** At this step, the committees report the reasons and rationale for each alternative to the larger combined groups.

5. **Searching for solutions.** At this point, the joint groups or joint subcommittees test those alternatives that seem realistic and feasible and which the groups agree upon as having some prospect of being effective.

6. **Exploration and evaluation of solutions by the intergroup.** Following joint subcommittee exploration or the solutions, the combined intergroup evaluates each of the proposed solutions. At this point, "Combinations of solutions or new solutions previously not seen may be

¹Blake, *op.cit.*, p. 91.
discovered through the rich interchange possible in a large intergroup discussion". ¹

7. **Weighing alternative solutions.** At this step in intergroup problem solving the entire intergroup rank the tested solutions in a sequence from best to poorest. However, this ranking may be accomplished in joint subcommittees. If this step is taken, then the ranked solutions are returned to the combined intergroup for review, discussion, and selection. "The solution that seems best in the light of all facts and events can then be sifted from the rankings". ²

To summarize the foregoing outline or sequence of intergroup problem solving, Blake points out the following:

The important feature of this sequence, however, is that the joint subgroups define the problem, search for alternative solutions, and evaluate each possible solution for the problems identified. In contrast, the common approach is to retain group boundaries where each group does its own work privately and separately form the group with who it eventually must find agreement.

When the joint group step is taken, conditions produce facts, not misunderstandings, to serve as the basis for finding a solution. Omission of such joint effort invariably leads to the use of power or compromise. Dysfunctional approaches to intergroup relations are applied when two independent positions are developed from a full set of different circumstances. The inevitable result is that the two viewpoints are understood only partially by both of the groups since neither has the opportunity to assess fully the thinking or the reasons behind the other group's analysis. ³

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¹ Blake, *op.cit.*, p. 92.
² Ibid., p. 92.
³ Ibid., p. 93.
Post-negotiation Committees. The human relations strategy assumes that some negotiation issues are not amenable to the style of decision making just described, and therefore, other mechanisms are available. One common device is to defer final resolution of some particularly thorny crisis bargaining issue to a post-negotiation committee. In brief, it is a labor-management committee which may shorten or avert a strike by referral of a controversial issue to a more thorough, reasoned consideration than is possible in a crisis climate.1

Continuing Joint Committees. Another type of joint committee is one which meets interminently or regularly throughout the life of the contract. Such a committee may study specific subject matters referred to it by the negotiators or it may establish its agenda as it goes along. 2 Continuing committees of this type can promote intergroup communication as well as resolve immediate problems which should not be postponed for regular bargaining sessions.

In final analysis, pure, integrative human relations bargaining is a limited phenomenon in collective bargaining relationships, and more often than not, the parties become entangled in the win-lose distributive approach to conflict resolution. The ultimate manifestation of distributive bargaining is the strike which is discussed next.

2Ibid., pp. 342-243.
THE STRIKE: AN APPROACH TO RESOLVING BARGAINING IMPASSE

The human relations approach to dispute settlement is a strategy urged by many social psychologists who believe that the exercise of "win-win" group dynamics such as collaboration and trust will serve to resolve bargaining impasses. Another group of social scientists offer quite different advice to the problem of impasse resolution. They focus on the concept of power--i.e., the ability of one group to determine or influence the behavior of another group--and the strategic use of power instruments such as the strike.  

The Role Of The Strike In The Private Sector

Many experts in the field of labor relations concur on the fundamental idea that resolution of collective bargaining conflict is promoted in an environment where the bargaining adversaries can exert equal pressure on each other. In particular, these authorities see the pressures of the strike as the common denominator that underlies successful group-to-group interaction because such a tactic elicits potential economic and political "costs" which the parties want to avoid; in turn, the dangers and inconveniences prompt concession-making and compromises which culminate in a mutual agreement. Goulard explains how pressure can prevent bargaining conflict from escalating into overt conflict:

...it is a generally held belief that true collective bargaining flowers luxuriantly where the contending forces enjoy reasonably comparable economic power. The reasoning is that where mutual fear or respect exists, each party is loath to test its economic strength, and instead explores at length the merits and equities of the opposing party's position. The resultant joint analysis of the issues is supposed to bring about just and reasonable solutions, without resort to economic warfare in the vast majority of cases.1

Bakke and associates also explain that when the dangers of a potential strike permeate the bargaining atmosphere, settlement behavior is facilitated:

The right to bargain collectively...rests ultimately on the right of the workers to strike, or that of the employer to "lock out" his workers. Yet calling a strike, like any declaration of war, involves a grave risk because there is no guarantee that the union will win. The employer is, of course, faced with an equal uncertainty. Hence a strike or even the threat of a strike offers a strong inducement to the parties to come to an understanding rather than to risk defeat. Consequently, the right to strike, if used wisely and responsibly, performs a useful function in the system of collective bargaining.2

Another who is representative of authorities who look upon the strike as a means to generate agreement is Jack Stieber, Director of the School of Labor and Industrial Relations at Michigan State University:

...the threat or actual use of these economic weapons is supposed to perform a useful function by exerting reciprocal pressures upon the parties to modify their positions to the extent necessary to bring about an agreement. Throughout the dispute both parties are subject to market pressures where the consumer's power of choice is exercised. Jobs can and have been lost and markets seriously depleted by long strikes or settlements leading to non-competitive price increases.3


The Role of the Strike In Public Education

Collective bargaining, whether in the private or the public sector, is a power relationship between two parties. As Wesley Wildman of the University of Chicago has written, collective bargaining in public education is a "power relationship and a process of power accommodation, the essence of which is compromise and concession-making on matters over which there is conflict between the teacher organization and the board."¹ According to this statement, power, or the capacity to influence the opponent through such means as rewards and punishments, must pervade the school bargaining atmosphere too. Theoretically, when both sides live in fear of being economically or politically disadvantaged, they are motivated to seek agreement and compromise. Each side weighs the costs of agreeing to a proposal or making a concession against the risks and costs--i.e., loss of salary for teachers and loss of community support and/or state aid for school employers--of a strike or unilateral employer action at impasse. As in the private sector, when mutual dangers or costs exist, "agreement is usually reached prior to impasse without outside intervention and pressure."² David Seldon of the American Federation of Teachers capsulizes the value of the strike in teacher collective bargaining by stating, "Where the right--and the willingness--to strike exists, most disputes will be settled without an actual walkout. Both sides then have an


incentive to negotiate in good faith."\(^1\)

Don Wollett, Professor of Law at the University of California, also endorses the strike as a force which promotes the resolution of intergroup bargaining conflict:

The most serious single obstacle to effective functioning of collective negotiations in public education is the absence of a bargaining force which motivates the school board toward bona fide bargaining and a genuine effort to reach an agreement which the teacher representative can accept with some degree of enthusiasm...Most, although not all, school boards are not 'deal-minded.' They are not disposed to accept the process as one of give-and-take. They have no sense of crisis and no feeling of urgency. They are content to let 'negotiations' drag toward budget submission deadlines, comfortable in the thought that if no agreement has been reached by then, they are free to act unilaterally in accordance with the tradition of managerial sovereignty to which they are accustomed.\(^2\)

While the foregoing authorities have indicated that power and the strike are relevant to the problem of impasse resolution in school bargaining, some writers argue that the strike cannot be transplanted into the public education negotiations scene without problems. The problems focus on (1) the monopolistic status of public education and (2) the "essential services" argument.

The Public Education Monopoly. Like many governmental services, public education is monopolistic in nature. That is, there are few substitutes for such services and virtually no fear on the part of school management that they will "go out of business" during a strike. Due to a lack of competition, economic and market pressures which operate in the private sector do not


\(^2\)Wollett and Chanin, op. cit., p. 6:46.
usually exist in the public sector, and consequently, the effectiveness of the strike weapon with its concurrent reciprocal pressures are, therefore, reduced because the strike is not a pure economic weapon. In contrast, when private sector unions use the strike and the strike threat, equal economic costs are imposed on the parties because there is a competitive market place.\(^1\) It should be noted, however, that a teacher strike can be an effective economic weapon in a monopolistic setting when the school employer loses state aid money during a work stoppage, thus insuring reciprocal dangers. In sum, notwithstanding the fact that pure economic distinctions do exist between private employment and public education, mutual economic pressures or costs can be generated which motivate the parties to move toward settlement.

**Essential Services Argument.** While the strike is the basic component in private sector dispute machinery, the unique characteristics of public employment preclude the immediate application of the labor model to all public sector impasses.\(^2\) Specifically, it is frequently maintained that public services like education, police, and fire protection are essential, and continuity of service must be guaranteed. Succinctly, disruption of such services due to a strike jeopardizes the health and safety of the public welfare. Because of the "essential services" argument, other impasse resolution procedures--mediation, fact-finding, and in some cases, even arbitration--have been


\(^2\)Stieber, *op. cit.*, p. 79.
developed to eliminate reliance upon the strike as a means of resolving wage and employment disputes. These strike substitutes will be discussed shortly.

While the essentiality argument is easily applied to such critical public sector areas as police and fire service, it can be overcome with respect to public education simply because a teachers' strike, though inconvenient, does not create imminent peril or risk to the health and safety of a community. Lost school days can be recaptured, and obviously, a health crisis is not precipitated when schools close for holidays, weekends, or summer vacation. Stieber quotes Professor Myron Lieberman, a nationally recognized expert on teacher-board negotiations, on this point:

...schools are closed for summer, Christmas, Easter and thanksgiving vacations, for football games, basketball tournaments, harvesting, teachers' conventions, inclement weather, presidential visits, and for a host of other reasons without anyone getting excited over the harm done to the children.1

Furthermore, it should be noted that four states have legislatively made an essential-services distinction--i.e., they have recognized the difference in public sector work stoppages and have consequently relaxed the prohibition against teacher strikes. In 1969, Vermont enacted a teacher negotiations statute which evidenced the idea that a blanket ban on all public employee strikes is unrealistic. While this statute does not explicitly prohibit or permit strikes--it is silent on this matter--the law does contain the following important language relevant to strike injunctions:

1Stieber, op. cit., p. 79.
No restraining order on temporary or permanent injunction shall be granted in any case brought with respect to any action taken by a representative organization or an official thereof or by a school board or representative thereof in connection with or relating to pending or future negotiations, except on the basis of findings of fact make by a court of competent jurisdiction after due hearing prior to the issuance of the restraining order on injunction that the commencement or continuance of the action poses a clear and present danger to a sound program of school education which in the light of all relevant circumstances it is in the best public interest to prevent. Any restraining order of injunction issued by a court as herein provided shall prohibit only a specific act or acts expressly determined in the findings of fact to pose a clear and present danger.1

In 1970, Hawaii and Pennsylvania became the first states to authorize strikes by public employees. In these two laws, teachers were granted "conditional" strike rights because mediation and fact-finding procedures must be exhausted first:

The Hawaii law provides for mediation and fact-finding first. Then, if an impasse still exists, employees may strike upon ten-day notice and after a mandatory 60-day cooling-off period. The state labor relations board set up under the law may set requirements that the union must comply with regarding essential services or to avoid imminent or present danger in strike situations.

The Pennsylvania law permits strikes by all employees except security forces--police, fire, and guards in prisons and mental hospitals--and court personnel. It also mandates mediation and fact-finding first. Then, if an impasse still exists, the employees may strike unless there is a "clear and present danger or threat to the health, safety, or welfare of the public." When such a threat is found by a court, an injunction is issued.2

The most recent legislative breakthrough relevant to teacher strike rights occurred in Oregon's 1973 legislative session when lawmakers amended a

1Vermont, Certificated Employees Bargaining Act, § 2010.

bargaining statute legalizing the right to strike. Similar to Hawaii and Pennsylvania, teachers may strike only after the exhaustion of mediation and fact-finding, and then only if a strike would not be harmful to the community. In addition, if the strike is restrained by a court order because of public peril, binding arbitration is used to terminate the dispute.

Notwithstanding the argument that (1) collective bargaining based on the right to strike can move the parties toward more equal bargaining power and greater labor peace, and (2) that both the monopoly and essential services problems can be mitigated in the public education sector, the controversy surrounding the strike will continue to muster strength for alternative impasse-resolving machinery in the form of mediation, fact-finding, and arbitration. These structures for dispute resolution, sometimes referred to as "conciliation and appeal strategies," will be examined shortly. To fully appreciate these strategies, however, it is necessary to discuss the most desirable format for dispute settlement--that of "direct negotiations."

**DIRECT NEGOTIATIONS**

Arnold Zack, an experienced mediator, fact-finder, and arbitrator in both public and private sectors, categorically states that voluntary dispute settlement directly between the parties is the best means for resolving conflict in an industrial relationship:

Direct negotiation, is, without doubt, the most desirable format for dispute settlement; for if there is to be a workable agreement, it must come directly from the partners to the relationship. Even if there is outside neutral intervention through recommendations, or an arbitration award, such reports are not self-initiating or self-enforcing and, in the last analysis, must be acceptable to...
the parties themselves before implementation. Thus, since the parties must finally accommodate language with which they must live for the period of the agreement, direct negotiation remains the keystone of collective bargaining.¹

Nonetheless, while it is a preferable goal that the disputants work out their conflict alone, direct negotiations between the parties may fail to culminate in agreement, and since the legal strike is not usually in the background as pressure for direct settlement, teachers and school management can avail themselves of a long ladder of procedures to resolve collective bargaining disputes. These are the appeal devices or reconciliation strategies of mediation, followed by fact-finding with nonbinding recommendations, and binding arbitration.

**MEDIATION**

The most common device used to bring disputing parties to agreement is mediation, in which a neutral third party functions as an extension of the direct negotiations process.² Joseph R. Crowley, of the New York State Public Employment Relations Board, characterizes the process in this manner:

...Essentially mediation is the interjection of a third party to act as a catalyst in reaching agreement. Mediation is unstructured. The process of mediation varies with the parties, the personalities, and the state of negotiations. A mediator does not dictate; he persuades and advises. Depending upon the circumstances, he will sometimes meet with each party separately, other times with both parties, and still


other times with the chief negotiator for each side. Occasionally, he will simply be present and silent.

Mediation does serve one important function: It does result in the clarification or reduction of the issues in impasse.¹

According to Zack, the mediation machinery is perceived to be an effective means of resolving disputes between labor and management in the private sector.² However, while it has been generally successful as a way to produce agreement and salvage a relationship, the mediation procedure may fail to make a contribution in resolving conflict because of the following reasons:

(1) Hostility or the noncommunicativeness of the parties.³
(2) Unacceptability of the mediator.⁴
(3) The mediation process may be rejected on political grounds.

While mediators have no legal authority to impose a settlement—they play a role of suggesting compromises and alternative settlements—their unofficial power can be so great that it becomes politically impossible to reject their recommendation. This is one reason why management teams tend, more


⁴Ibid., p.4.
than teachers, to avoid mediation; they fear that mediation will exert pressure on the board to modify its position."¹

(4) Public sector mediation takes place in a different economic environment than private sector mediation:

...the private sector mediator works in the context of a free labor market, business competition, profit levels, and the like. These factors are not controlling in the public sector where tax structure, legislative controls on budgets, state aid formulae, and civil service rules tend to be more pertinent standards. The mediator must learn to work within a context that forbids the employer from going out of business or immediately passing on the increased cost of settlement to the consumer.²

(5) Mediators have little or no prior experience in public sector bargaining. As Zack explains, "the issues in dispute tend to be quite different from the traditional private sector problems of wages, hours, seniority, and the like. The public sector mediator must learn not only a wholly new vocabulary, he must also learn to deal with questions of classroom size, tenure, curriculum development, police-fire parity, and the like."³

(6) Public sector mediation takes place in a different psychological context. "In the private sector the pressures for direct settlement are perhaps greater with the legal strike lurking in the background."⁴


³Ibid., p. 108.

⁴Ibid., p. 106.
contrast, public education bargaining usually occurs without the silent partner of the strike, and with the absence of such pressure, communication as well as movement between the parties stagnates. In brief, the lack of a strike threat tends to dilute the effectiveness of a public sector mediator. "If the strike...were legalized in the public sector as the alternative to settlement at mediation, this would most certainly tend to increase the number of settlements in mediation."1

(7) Another deterrent to effective mediation is that it is too often imposed on one or both parties rather than being mutually desired. Zack says:

If a jurisdiction does not provide for a formal impasse procedure, the parties are free to negotiate one between themselves, provided that collective bargaining is authorized for the state. Such self-developed procedures benefit from a positive orientation of the parties toward settlement, and are likely to be more effective than if one of the parties is dragged screaming into an appeal procedure that it considers imposed from on high.

The success of any machinery is related to the extent to which the parties voluntarily accept it. Thus as direct negotiation is more desirable than third party intervention, mediation or conciliation with its emphasis on voluntarism must be deemed to be more desirable than fact-finding. And fact-finding, since it is advisory and requires consent of the parties for implementation of any recommendations, is considered more acceptable than binding arbitration.2

Charles R. Perry, who researched impasse resolution experience in eight public school systems, concurs that mediation should be used only if both parties agree to seek and accept the services of a mediator.3


2Ibid., p. 107.

Due to the influence of some of the foregoing factors, mediation may fail to successfully conclude negotiations. Other steps such as fact-finding and arbitration may then be invoked in an effort to resolve the bargaining conflict.

FACT FINDING

Fact-finding is typically the second procedure used to resolve impasses over new contract terms in public employment, and it is spelled out in various forms in at least twenty-four state statutes.\(^1\) Usually, fact-finders review the intergroup conflict by conducting hearings where each party has an opportunity to state its case. The fact-finders then issue a report which includes a recommendation for settlement. In most instances, these recommendations are not binding on the parties.\(^2\) In Nevada, the fact-finder can act in either a recommendatory or binding capacity, depending upon the will of the bargaining parties.\(^3\) Because of its non-binding nature, the term "fact-finding" is synonymous with the term "advisory arbitration" in that the recommendations of the fact-finder or advisory arbitrator are advisory only and are not binding on either party.\(^4\) If the parties fail to

\(^1\)Arnold M. Zack, "Dispute Settlement In The Public Sector, op.cit., p. 5.

\(^2\)Lieberman, op.cit., p. 28.

\(^3\)State Labor Laws 38:228.

abide by the recommendations, further procedures are sometimes available. For example, under the New York Taylor Act, when the bargainers refuse the recommendations, the dispute is given to the local legislature—i.e., board of education—for final determination.

Zack further explains the basic characteristic of fact-finding:

Fact-finding is procedurally akin to arbitration in terms of providing a forum for the presentation of diverse views of the parties as well as providing a neutral individual or board to weigh the claims of both the employer and the employee organization in the light of equitable or reasonable standards for the positions involved. But it lacks the finality of either voluntary or compulsory arbitration and as a result neither side is bound to do more than receive and hopefully respect, embrace and agree to the recommendations of the board.  

As a substitute for the economic weapon of the strike, fact-finding is based on the conviction that the political process can be used to resolve public sector bargaining disputes. In theory, fact-finders who are empowered to make recommendations or advisory awards will be able to provide an effective political substitute for the strike. That is, fact-finding is premised upon the assumption that the recommendations or decisions of neutral parties will be persuasive to the community, as well as to the teachers' organization, and the board of education.  

How effective is the power of political persuasion through the utilization of fact-finding accompanied by public recommendations? With respect to public employees in general, Professor James Stern has analyzed the first

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1Arnold M. Zack, "Dispute Settlement In The Public Sector, op.cit., p. 6.

three years of experience with fact-finding in Wisconsin, a state which has had the most experience with fact-finding in public employee disputes, and concluded that over seventy percent of the fact-finding awards have served as a basis for settlement of disputes.\textsuperscript{1} With respect to fact-finding in public education, Perry notes that fact-finding should be available as a mechanism for resolving teacher-board bargaining disputes. Moreover, Perry maintains that the substitution of a political process of impasse resolution for the strike weapon would facilitate more stable bargaining relationships in the public education environment.\textsuperscript{2}

As just noted, fact-finding has received approval from some experts in the labor-management field. Nevertheless, the fact-finding with recommendations route, for one reason or another, does not always bring about the end of a negotiations dispute. The problems inherent in this dispute settlement process are discussed as follows:

(1) One condition which impedes fact-finding success is that "Both parties...have a convenient dodge, because of their advisory nature, to avoid compliance with the recommendations."\textsuperscript{3} That is, the fact-finder has no mandatory power of ordering compliance with his decision as is found in

\textsuperscript{1}Stieber, \textit{op.cit.}, p. 75.
\textsuperscript{2}Perry, \textit{op.cit.}, p. 244-246.
\textsuperscript{3}Arnold M. Zack, "Dispute Settlement In The Public Sector," \textit{op.cit.}, p. 6.
binding arbitration. To state the problem in another way, fact-finding success is measured by "the acceptability of recommendations."¹

(2) A second reason for fact-finding failure is related to the idea that the very presence of such appeal machinery may itself interfere with settlement via the route of either direct negotiations or mediation. More precisely, it interferes with the normal bargaining process:

...Fact-finding has, in fact, come to be accepted as yet another appeal beyond mediation. It is evident that the parties increasingly seek to utilize all the available steps of the procedure, to get their "little bit more." The very availability of fact-finding tends to assure its invocation, and consequently diminishes to some degree the likelihood of settlement in mediation. Mediation, with fact-finding waiting in the wings, sometimes takes on the appearance of a rite which must be gone through before the parties get to real crisis bargaining. The problem is made somewhat worse by the fact-finder's tendency to delve enthusiastically into what transpired at mediation so he can gauge the area of acceptability of his own report. If this happens in one year's impasse, it assuredly will lead the parties the next year to hold offers of compromise close to their chest during mediation, recognizing that they will have to yield even more when they get to fact-finding, or beyond.

Unquestionably the effectiveness of mediation would be improved if fact-finding were not so readily available....²

In short, fact-finding, as a method of resolving negotiations impasse, can be criticized because the parties may wait for fact-finding rather than seriously endeavoring to reach direct agreement by themselves.³

¹Anderson, op.cit., p. 966.
³Crowley, op.cit., p. 159.
As indicated above, closure of impasse may not be achieved through the fact-finding process, thus necessitating the additional step of arbitration.

**BINDING ARBITRATION: COMPULSORY AND VOLUNTARY**

Because mediation and fact-finding may not be accepted as final, strikes may still occur. Another dispute settlement mechanism has, therefore, been invented to prevent the strike. This device is called binding arbitration and is characterized as follows:

Binding arbitration incorporates many of the virtues attributed to fact-finding: (1) the expert neutral; (2) taking evidence from both sides on the merits of their positions in a judicial manner; (3) issuing a report based on what the arbitrator determines to be the appropriate resolution of the dispute. The prime difference of course is that the arbitrator's award is final and binding. This, the advocates of arbitration assert, is what is necessary to bring a finality to employer-employee disputes, to protect the public interest, and to assure that the neutral's report is accepted. It is at the same time the device to bring into line the militant employee groups, as well as the reluctant "king can do no wrong" employers.¹

To further describe binding arbitration, it is necessary to distinguish between two arbitration techniques used in the area of new contract dispute settlement. The first is compulsory binding arbitration, and the second is called voluntary binding arbitration.

Zack explains compulsory arbitration in this manner:

Compulsory arbitration presupposes a legal requirement that an unresolved dispute be submitted to a judicial body at a certain time in the process of negotiation, presumably prior to the budget deadline.

At that point there would be solicitation of the parties' views and thereafter a binding determination by a single or group of neutrals, provided for under the enabling legislation. The details of such compulsory arbitration systems vary. The essential element of compulsory arbitration is that it is a predesigned final solution to the conflict, which the parties are required to utilize if they are unable to resolve their disputes by direct negotiation.¹

The effectiveness of compulsory arbitration as a substitute for the right to strike in the public employment field depends upon the expertise of neutral decision makers. The Pennsylvania collective bargaining law, which utilizes arbitration as a method of resolving disputes involving police and firemen, provides for a neutral tripartite board, with the neutral to be agreed upon by the parties, or to be selected from a list provided by the American Arbitration Association.²

In the second kind of arbitration--voluntary binding arbitration--we discover that it is not "preordained" as in compulsory arbitration. That is, this means of impasse resolution is "something that the parties at a particular time in their negotiations willfully and voluntarily undertake as an alternative to the impasse or economic force (of a strike) or even as an alternative to the labor court. The essence of voluntary arbitration is that, although the award is legally binding, it is something the parties themselves have agreed to utilize and they are thus morally committed to it as well."³

¹Arnold M. Zack, "Dispute Settlement In The Public Sector, op.cit., p. 5.
²Pennsylvania, Public Employee Relations Act, Article XX, Section 2002.
³Arnold M. Zack, "Dispute Settlement In The Public Sector, op.cit., p. 5.
Both arbitration processes have proponents as well as opponents. Many who advance the "essential services" argument endorse compulsory arbitration because it preserves the continuity of necessary public services; i.e., it assures that any impasse will be resolved without interruption of services.¹

Compulsory arbitration also has its critics. Indeed, it seems to have more enemies than proponents. These people attack this conflict resolution process for a variety of reasons:

(1) Some authorities claim it has a negative impact on direct negotiations between the parties; that is, this kind of third party determination can frustrate the negotiating process. Specifically, Zack argues that when this device is provided, there is that chance that "the parties with untenable positions would assume and hold to extreme postions in order to force compulsory arbitration."² Furthermore, he says that the parties may adhere to their extreme positions in hope that "the more extreme their position, the closer to their real goals will come the split-the-difference award."³ Lieberman writes, "reliance upon third party arbitration weakens the incentive to agree at the negotiating table."⁴

²Ibid., p. 7.
⁴Lieberman, op.cit., p. 28.
Crowley also regards compulsory arbitration as detrimental to the negotiating process because if third party determination is at the end of the negotiating road, the "parties will not engage in meaningful negotiations."¹ Virgil B. Day concurs by stating that, "Any time one party to negotiations sees potential gain in intervention, he will make no serious effort to settle without it."² Perry and Wildman say that compulsory binding arbitration has not proven to be an effective impasse resolution mechanism in contract negotiations because it tends to undermine collective bargaining and encourage bargaining impasses. "This is a function of the fact that the imposition of arbitration relieves the parties of the ultimate responsibility for decision-making and the consequences of any failure to reach agreement, thereby eliminating the incentive to seek or accept compromise in the course of bargaining."³ In short, authority consensus seems to say that compulsory arbitration is a deterrent to direct negotiations.

(2) A second objection to compulsory arbitration is that "it is a delegation of legislative power to arbitrators--who are not elected officials and who are not responsible directly to the people--to decide the cost of government or to determine the methods to be used in carrying out

¹Crowley, op. cit., p. 161.


the responsibility of elected officials."\(^1\)

(3) Thirdly, some discredit the machinery because it can lead to "fully controlled labor management relationship, and, indeed, even to a fully controlled economy."\(^2\) While this device might be the answer to resolving impasses in such essential services as police and fire, compulsory arbitration may spread to other less essential services in the public sector, namely, public education, as well as to services in the private sector, thus creating a threat to free collective bargaining.

(4) A fourth argument is psychological in nature. Experiments in intergroup conflict have clearly revealed that when two groups reach impasse, the solution provided by an outside third-party consultant is not really a "solution". Harold J. Leavitt\(^3\) says that while the winning group readily accepts the third-party decision, the losing group, by contrast, will usually feel disgruntled. In particular, "Strikes by employees dissatisfied with an arbitrator's award are likely to occur or, even if there is no actual strike, there is likelihood of slowdown, blue flu, mass resignation, etc. The machinery is valuable only to the extent to which the parties wish to abide by it."\(^4\) Decisions are best implemented when they are

\(^1\) Crowley, op. cit., p. 161.


formulated by the two negotiating parties themselves.

(5) Another argument, related to the foregoing, is explained by Zack:

... if compulsory arbitration is not truly desired by either or both of the parties, how can it be effectively administered? Is there really any way to compulsorily impose good faith compliance with detested procedures? A proceeding that goes on without the cooperation of one of the parties can hardly be likely to result in a tenable settlement.¹

(6) Zack presents a further problem:

... the nature of the neutral as a governmental appointee, is such that he is likely to be instructed to serve as the protector of the public interest. He is not likely to be committed to the development of mutuality and rapport between the parties, or to serving as their agent. Thus, he is likely to be subject to legislative and public pressures. Therefore, the traditional role of the neutral, as one both parties have faith in to help them reach their settlement, is sacrificed to the expedient of keeping tax rates down. This orientation is likely to further detract from acceptability of the neutral, and increase the prospects of non-cooperation, or worse, non-compliance with his awards.²

(7) A final objection to the umpiring system of compulsory binding arbitration is advanced by Abel who feels that the resolution of bargaining disputes via arbitration will only "destroy the existing system of communication by causing the parties to communicate with the public, or the arbitrator, or the governmental intervener, rather than with each other."\(^1\) Indeed, he reminds us that collective bargaining has worked because "it has provided workers with an effective means of communicating their complaints" to management.\(^2\)

**VOLUNTARY ARBITRATION**

In at least one way, the voluntary arbitration procedure is similar to compulsory arbitration: an expert neutral is essential to both and can be selected either by a neutral organization such as the American Arbitration Association or by the parties directly. However, in either case "the parties would be provided with the choice of the individual and with the right to establish the scope of his authority."\(^3\)

In reference to its value, the most pragmatic reason for utilizing voluntary arbitration is that the bargaining opponents are usually more committed to adhere to the neutral's findings than is the case in compulsory arbitration.

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2Ibid., p. 279.

arbitration. Paraphrased, since the parties are willing to undertake it, they are, therefore, morally obligated to abide by a third-party determination.

As a substitute for strikes, voluntary arbitration machinery may seem more valuable than compulsory arbitration. Zack, however, reminds us that this method of conflict resolution is not an absolute answer, and refers us to certain limitations: First, because its nature is voluntarism, there is no assurance that this process will be used. Second, while the parties are more inclined to abide by third-party intervention, there is still no firm assurance that the award will be complied with by the parties. A third problem has to do with the question of cost consequences of voluntary arbitration. On one hand, for example, the umpire's award may result in higher wages than through direct negotiations regardless of the ability of the employer to pay. And on the other side, the decision may set wages at a less than desirable level in spite of the muscle of the particular employee organization involved.

Despite these dangers, Zack concludes that "voluntary arbitration appears to have fewer obstacles to it than compulsory arbitration, and greater finality than does fact-finding with recommendations. Indeed, voluntary arbitration appears to be the only truly effective way of resolving many of the serious problems that we are increasingly being confronted with by contracts in the field of public employment." 

1Zack, "Dispute Settlement In The Public Sector," op. cit., p. 10.
2Ibid., p. 11.
3Ibid., pp. 11-12.
SUMMARY

In reviewing the various procedures for resolving bargaining impasses in public education, professional literature suggests the following:

(1) The most ideal solution is that the parties learn to negotiate with each other in good faith and mutual respect. This is called the "direct negotiations" approach to dispute settlement.

(2) The direct negotiations approach to impasse resolution should be based on the "human relations" strategy which emphasizes cooperative efforts, joint-committee problem solving, post-negotiation committees, and regular joint study meetings throughout the year.

(3) A strike ban in public education is not essential and limits the resolution of negotiations conflict because reciprocal pressures are removed from the bargaining atmosphere. Mutual capacity for injury is the constant prod to compromise and settlement psychology. While the strike seems antithetic to the human relations approach, the two strategies can be complimentary. The strike has been and will continue to be an effective stimulus for both direct negotiations or mediated settlements.

(4) Notwithstanding the factors which may impede mediation success, mediation would seem to make a genuine contribution toward school bargaining peace primarily because it is an extension of the direct negotiations approach.

(5) Fact-finding does not seem to be a proper vehicle for dispute resolution in public education labor negotiations. Authority opinion suggests that appeal steps, such as fact-finding and arbitration, tend to
minimize the value of direct negotiations and propel the parties toward these other dispute settlement procedures. That is, there is a tendency for the parties to escalate towards third-party interventions because they are available. Fact-finding, ironically, can encourage bargaining impasses.

(6) Compulsory binding arbitration has many serious defects. A major problem is that the availability of this device may tempt the parties to use it as a crutch. The "Let-George-Do-It" syndrome weakens the possibility that the parties will use the direct negotiations route to dispute settlement. Teachers and school management must look to themselves for solutions to bargaining problems, not to a third-party arbitrator.

(7) Voluntary binding arbitration has fewer flaws than compulsory arbitration. Nevertheless, it may make the collective bargaining process less effective because the parties abdicate their responsibilities for conflict resolution to a third party.

(8) According to authority opinion, the best social technology for resolving teacher-school board bargaining disputes seems to be a combination of the human relations approach, mediation, and the strike.

To conclude this chapter, the reader will note that TABLE 2 summarizes the public education collective bargaining laws which have been enacted to date as they relate to the problem of impasse resolution. It can be observed that most of the laws provide for mediation and/or fact-finding.
## TABLE 2

A SUMMARY OF STATE BARGAINING LAWS
RELEVANT TO IMPASSE RESOLUTION
IN TEACHER NEGOTIATIONS

<table>
<thead>
<tr>
<th>State</th>
<th>Impasse Resolution Procedure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alaska</td>
<td>&quot;Mediation&quot; with recommendations made public. b</td>
</tr>
<tr>
<td>California</td>
<td>By any procedure mutually acceptable. If no procedure is agreed upon, a tripartite committee reports its findings at a public meeting of the parties. Non-binding recommendations.</td>
</tr>
<tr>
<td>Connecticut</td>
<td>Mediation by State Board of Education; either party may request advisory arbitration.</td>
</tr>
<tr>
<td>Delaware</td>
<td>Either party may request mediation by any method agreed upon; either party may request fact-finding with recommendations.</td>
</tr>
<tr>
<td>Florida</td>
<td>Advisory Arbitration.</td>
</tr>
<tr>
<td>Hawaii</td>
<td>Public Employee Relations Board appoints mediator or mediators and fact-finding boards. Parties may agree to submit unresolved issues to binding arbitration. If the parties have not mutually agreed to submit the dispute to final and binding arbitration, either party shall be free to take whatever lawful action it deems necessary to end the dispute. This means that the employees could strike but only after mediation and fact-finding procedures have been exhausted. c</td>
</tr>
</tbody>
</table>


bThe term "mediation" as used in the Alaska teachers statute (amended in 1971) is the same procedure as most other jurisdictions refer to as "fact finding." The mediation board under the Alaska statute hears evidence and issues findings and recommendations.

<table>
<thead>
<tr>
<th>State</th>
<th>Impasse Resolution Procedure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Idaho</td>
<td>Mediation followed by fact-finding with recommendations.</td>
</tr>
<tr>
<td>Indiana</td>
<td>Mediation and fact-finding supervised by Indiana Educational Employment Relations Board.</td>
</tr>
<tr>
<td>Kansas</td>
<td>None</td>
</tr>
<tr>
<td>Maine</td>
<td>Mediation; upon request of parties, Board of Arbitration and Conciliation or Commissioner of Department of Labor and Industry provides fact-finding with recommendations. If parties fail to reach agreement, may request arbitration services. Binding determinations except on matters concerning salaries, pensions, and insurance. Either party may seek review of any binding determination in the Superior Court.</td>
</tr>
<tr>
<td>Maryland</td>
<td>&quot;Mediation&quot; panel appointed upon request of parties; if impasse not resolved, panel makes report and recommendations.</td>
</tr>
<tr>
<td>Massachusetts</td>
<td>Fact-finding with non-binding recommendations. Fact-finder may function as mediator.</td>
</tr>
<tr>
<td>Michigan</td>
<td>Mediation and fact-finding with non-binding recommendations.</td>
</tr>
<tr>
<td>Minnesota</td>
<td>Adjustment panel of three persons conducts informal conference and hearings upon request of parties. Makes findings.</td>
</tr>
</tbody>
</table>

*a*The term "mediation" as used in the Maryland Teachers Law (1969) is the same procedure as most other jurisdictions refer to as "fact-finding". The mediation board under the Maryland statute hears evidence and issues findings and recommendations.

<table>
<thead>
<tr>
<th>State</th>
<th>Impasse Resolution Procedure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Montana</td>
<td>Senior District Judge submits list to parties for selection of third member of impasse panel. Panel makes findings of fact and recommendations which are made public. Either party may call for the three-member fact-finding panel.</td>
</tr>
<tr>
<td>Nebraska</td>
<td>Dispute submitted to ad hoc fact-finding board which makes non-binding recommendations.</td>
</tr>
<tr>
<td>Nevada</td>
<td>Parties can construct their own impasse machinery or mediation by mutual agreement of parties. Either party can request fact-finding; the parties may agree to make fact-finder's recommendations final and binding. Thus fact-finder can act in either a recommendation or binding capacity. Voluntary arbitration can be either advisory or binding.</td>
</tr>
<tr>
<td>New Hampshire</td>
<td>Parties may establish procedures for mediation, fact-finding.</td>
</tr>
<tr>
<td>New Jersey</td>
<td>Voluntary mediation; Public Employment Relations Commission recommends or invokes fact-finding with recommendations; voluntary arbitration.</td>
</tr>
<tr>
<td>New York</td>
<td>Local determination allowed for resolving disputes or Public Employment Relations Board provides mediators, fact-finding boards upon request of parties or on its own initiative; recommendations of the fact-finding board may be made public; if fact-finding recommendations are not accepted, the local legislative body—i.e., school board—or committee thereof conducts hearing and makes final determination.</td>
</tr>
<tr>
<td>North Dakota</td>
<td>Parties may agree to mediation. On request of either party, the Education Fact-finding Commission administers fact-finding and makes recommendations. Such recommendations are made public.</td>
</tr>
</tbody>
</table>

aState Labor Laws, op.cit., 38: 228.
<table>
<thead>
<tr>
<th>State</th>
<th>Impasse Resolution Procedure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oklahoma</td>
<td>Ad hoc fact-finding committee makes recommendations.</td>
</tr>
<tr>
<td>Oregon</td>
<td>Mediation provided by State Mediation and Conciliation Service; fact-finding. Strike is legal unless there is a violation of health, safety, or welfare. If strike is enjoined, compulsory binding arbitration is invoked. Voluntary binding arbitration available at any time during the collective bargaining process.</td>
</tr>
<tr>
<td>Pennsylvania</td>
<td>The parties may submit dispute voluntarily to mediation. If no agreement, the Pennsylvania Bureau of Mediation shall be called in. Fact-finding panel of one to three people may be appointed by Pennsylvania Labor Relations Board. Recommendations made public. Teachers may strike if (1) a danger to public health is not created, and (2) mediation and fact-finding procedures have been exhausted. At any time, the parties may submit impasse issues to voluntary binding arbitration.</td>
</tr>
<tr>
<td>Rhode Island</td>
<td>Either party may request mediation by the state department of education. A panel of arbitrators makes findings which are binding on all matters not involving the expenditure of money.</td>
</tr>
<tr>
<td>South Dakota</td>
<td>Upon request of either party, Commissioner takes steps as may be necessary for dispute resolution.</td>
</tr>
<tr>
<td>Texas</td>
<td>None.</td>
</tr>
</tbody>
</table>


### TABLE 2--Continued

<table>
<thead>
<tr>
<th>State</th>
<th>Impasse Resolution Procedure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vermont</td>
<td>Mediation; fact-finding. Fact-finding committee makes findings which are made public. Strikes are permitted unless such action poses a clear and present danger to a sound program of school education.</td>
</tr>
<tr>
<td>Washington</td>
<td>Ad hoc committee of educators and school directors for dispute settlement; makes written report with non-binding recommendations.</td>
</tr>
<tr>
<td>Wisconsin</td>
<td>Wisconsin Employment Relations Board functions as mediator, administers fact-finding cases and appoints fact-finders upon receipt of petition from parties. The fact-finding process may precede or follow mediation.</td>
</tr>
</tbody>
</table>
CHAPTER III

A REVIEW OF THE RELEVANT RESEARCH

The previous chapter has been a description of at least five major remedies for preventing or resolving school bargaining impasses. For the most part, that discussion was a review of authority opinion. In addition to authority viewpoints, a summary of research relevant to the critical problem of impasse resolution in public education labor negotiations will be presented. The only pertinent research which has been accomplished in this area is by Charles R. Perry\textsuperscript{1} and has subsequently been reported in a volume co-authored by Perry and Wesley A. Wildman entitled \textit{The Impact of Negotiations in Public Education: The Evidence From The Schools} \textsuperscript{2} This chapter will be a discussion of this important work by summarizing both the specific research of Perry and the significant concepts presented in the book.

\textsuperscript{1}Charles R. Perry, "Impasse Resolution In Education" (unpublished Ph.D dissertation, University of Chicago, 1968).

Since conflict is inherent in the collective bargaining process, the ultimate goal of bargaining is a search and discovery for compromise and concession-making between the adversaries. In this goal, a wide range of strategies is open to the parties in their effort to accommodate or manage the conflict. These strategies may be placed on a continuum bounded by pure distributive bargaining and pure integrative bargaining. Between these two polar strategies, the parties to a collective bargaining relationship in public education can choose several alternative bargaining strategies as vehicles to effect settlement. In analyzing the various approaches to dispute settlement, three theoretical power bases have been defined. That is, any conflict resolution device must rest on one of three bases—economic, political, or rational. ¹

(1) Economic Approaches. Economic approaches to impasse resolution are based on a withholding of resources required or desired by the adversary. The basic mechanism for an economic approach is the strike weapon in which both the teachers and school management withhold something essential. For example, teachers can refuse to provide services on the terms and conditions offered by management, and they can picket to publicize the existence of a labor dispute as a means to inhibit management access to alternative sources of labor. At the same time, school management may exercise the power to refuse to grant the changes in those terms and conditions demanded by teachers, and they can exercise the right to

¹Perry and Wildman, op.cit., p. 87.
hire strike-breaking substitute teachers.¹

As shown more completely in the previous chapter, the strike is theoretically a highly effective and very efficient mechanism for the settlement of disputes primarily because it imposes sufficient costs on both parties which prompt them to accept compromise rather than continued conflict. These costs include for the employees, the loss of salary and risk of sacrificing their job rights, and for school management, the costs involve public hostility because of a reduction in the quantity of education, and a loss of state aid money because schools are not open the requisite number of school days.

(2) Political Approaches. Political approaches to impasse resolution are based on an explicit appeal to public opinion by the parties to an impasse, either directly or through a third party. If political approaches are to serve as an effective mechanism for impasse resolution in the short run, they require both public interest in the issues of dispute and disputant sensitivity to public opinion for either economic or political reasons.

The basic mechanism for a political approach to impasse resolution in the public education sector is fact-finding with advisory public

¹ Perry and Wildman, op.cit.,p.87.
² Ibid., p. 89
recommendations. As noted in Chapter II, several theoreticians and practitioners in private sector industrial relations claim that fact-finding is a questionable procedure for resolving bargaining disputes. In particular, these experts suggest that the existence and assured availability of a strike substitute—e.g., fact-finding—promises to mitigate or eliminate the economic costs associated with a failure to reach agreement, and therefore, reduces the incentive for the parties to compromise and seek accommodation. "The result is settlement avoidance and the appearance of a type of crisis bargaining which the parties prepare for an impasse rather than attempt to narrow the differences between them. The primary characteristics of this approach to bargaining are (1) early commitment to extreme positions; (2) refusal to compromise on even minor issues; and (3) public debate rather than private negotiation. This approach undermines collective bargaining as a decision-making process and shifts the initial responsibility for decisions to an outside party." ¹

Nevertheless, fact-finding leading to public recommendations is currently the most widely accepted procedural alternative to the strike in the resolution of public school bargaining impasses. As shown in TABLE 2, it is authorized or required by law in at least twenty-four states, and where bargaining legislation is absent, it has been adopted on a voluntary basis in many local school district collective bargaining agreements. ²

¹ Perry, op.cit., pp. 4-5.
² Perry and Wildman, op.cit., p. 90.
(3) Rational Approaches. Rational approaches to impasse resolution are based on the factual determination of the balance of equity in a dispute and takes place in a context of private decision-making. Fundamentally, a rational settlement requires both a ruling on the conflict issues by an impartial third party and a legal or moral sanction for the final decision of that third party.

The basic mechanism for a rational approach to impasse resolution is binding arbitration. As explained in the previous chapter, an arbitration process involves adversary pleadings before a third party who is empowered to make a formal decision on the issues. Binding arbitration requires that the parties be bound by the decision of the third party either by mutual agreement or legal compulsion. As was shown, it is generally criticized as an impasse resolution mechanism.

Regarding the actual research completed by Perry, the reader should be aware that he analyzed the early experience with impasse resolution mechanisms in eight school systems where impasses occurred prior to the end of the 1964-65 school year. In studying the problem of impasse resolution in educational bargaining, Perry, among other goals, specifically desired to answer the following question: How effective are the various strategy approaches to the resolution of bargaining impasses in establishing the basis for compromise in the final short run settlement of issues? As indicated, these alternatives include one, the rational

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1 Perry and Wildman, op.cit., p. 90.
2 Ibid., p. 91.
approach--based ultimately on compulsory binding arbitration; two, public or political approach--based on fact-finding leading to formal public recommendations; and three, economic approach--based finally on the strike.¹

From studying the experience with conflict management in these eight school systems, Perry concluded the following; First, when conflict exists between teachers and school boards over the use of scarce fiscal resources--e.g., salary issues--private reason in the form of direct negotiations, mediation, or binding arbitration does not function to narrow the differences between the two parties. Perry explains that private approaches fail to produce agreement because the constituents of the two parties are not involved in the decision-making activities. Stated otherwise, some impasse mechanism must be available which permits constituents--teacher organization members and community--to influence their respective negotiation representatives.² Secondly, impasse resolution strategies are effective in forcing compromise by one or both parties only if they have ability to threaten or impose sufficient costs on constituent groups. Perry explains that costs can be achieved through either public or economic methods:

...The required level of such pressure for compromise can be achieved through either public or economic approaches, but is not likely to be achieved through such purely rational approaches as compulsory binding arbitration. The required balance of such pressure for compromise can be achieved through economic approaches, but only if the long strike option exists or if the application of economic sanction against individual strikers is feasible. In

¹Perry and Wildman, op.cit., pp. 28, 240.
²Ibid., pp. 218-234.
the absence of these conditions, public approaches based on a rational appeal to the community as stockholder of the public school system constitute the most efficient means of impasse resolution.¹

Thirdly, since economic pressures for compromise are absent in most school bargaining impasses, the public pressures such as those which accompany fact-finding would tend to facilitate the resolution of collective bargaining impasses. Perry's study indicates that fact-finding with public recommendations is effective in forcing a change in the parties' position only when the dispute is centered on the allocation of existing resources within the school system, and the community is sensitive to the recommendations exercised by a neutral third party:

Public approaches are highly effective in inducing compromise by boards of education in conflict over the internal allocation of resources. Taxpayers are likely to be uninterested in changes in the allocation of existing resources within the school system, despite the fact that such changes may imply accelerated future increases in local support, thus leaving the ultimate community decision to consumers. Consumers are likely to be ambivalent about such changes in the absence of criteria for assessing the impact of such short run changes in resource allocation on the long run quality of education. Thus, the consumer group should be willing to accept the judgment of a neutral third party with respect to such changes and to exert pressures on the board of education to do the same or to move in the direction indicated by the judgment.²

Fourth, fact-finding as a public approach has limited productivity in effecting compromise, however, where the dispute centers on the size of the school system's budget; i.e., the fact-finding approach does not elicit

¹Perry, op.cit., pp. 218-219.
²Ibid., pp. 236-237.
new money benefits for teachers. Once again, its ineffectiveness is related to the sensitivity of the community to the rational persuasion of the fact-finder's report:

The weakness of public approaches in establishing a basis for the resolution of conflict over the size of the school system budget is a reflection of the fact that the majority of the community has a strong negative short run economic interest in the outcome of such conflict. Taxpayers are generally opposed to any immediate increase in the level of local support of public education. Thus, where the impasse centers on the level of local support and where the formal recommendations of the fact-finder call for or imply some immediate increase in school tax rates, the majority of the community will either not respond or respond negatively to those recommendations, thereby forcing or permitting the board of education to reject at least those elements of the recommendations which would require a short run increase in local support.\(^1\)

Notwithstanding the limited effectiveness of fact-finding, Perry finally concludes that the experience in the systems studied indicates that fact-finding with advisory public recommendations can create a basis for meaningful collective bargaining in public education primarily because such a procedure places the final decision on impasse issues directly in the hands of the community.\(^2\) In short, political pressure from consumers generates resolution for the bargaining impasse.

Fifth, like the public strategies of fact-finding, the economic mechanism for dispute settlement, namely the strike, also has contrasting effectiveness. In the school systems researched, Perry discovered that the exercise of economic power by teachers failed to force any immediate

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\(^1\)Perry, op.cit., pp. 235-236.

\(^2\)Ibid., p. 244.
increase in local support. In analyzing this phenomenon, Perry notes:

The inability of economic approaches to provide teachers with a basis for forcing immediate increases in local support is a reflection of the fact that taxpayers are not directly effected by the exercise of economic power by the teachers in the short run. Thus, even in the face of a strike or professional sanctions, the majority of the community-at-large can remain unsympathetic or hostile toward the demands of teachers.¹

However, a teachers' strike did increase the extent to which boards of education agreed to reallocation of existing internal resources, thus prompting a resolution of the bargaining conflict:

The ability of economic approaches to provide teachers with a basis for forcing compromise by a board of education in conflict over internal resource allocation is a reflection of the obvious sensitivity of consumers to any real or threatened interruption in the flow of basic public school services. In the absence of any countervailing pressure from taxpayers, this consumer sensitivity and the short run political reaction which it fosters are normally sufficient to force a board of education to capitulate to the demands of teachers. The only alternatives to capitulation open to boards of education are: 1) to ignore the consumer reaction to the exercise of economic power by teachers and accept the long strike; and 2) to insulate consumers from the economic power of teachers by keeping schools open through the use of teacher replacements. The former option is generally both personally and politically distasteful to board members; the latter option is generally unfeasible given the labor-intensive character of public education.²

In spite of the mixed effectiveness of the strike, Perry leans away from its use as a means to resolve teacher-school board bargaining conflict:

The experience in the systems studied indicates that reliance on the strike weapon and economic approaches as the basis for the resolution of impasses can foster crises bargaining and compromise avoidance. This is a reflection of the fact that such approaches tend to involve the community in the impasse resolution process in its role as consumers of school services. The natural reaction of consumers to an interruption in the flow of educational

¹Perry, op.cit., p. 239.
²Ibid., p. 239.
services weakens the incentives for a teacher organization to com-
promise on its demands short of either acceptance of those demands
or a test of power, particularly since such consumer reaction makes
the long strike unlikely. In this context, boards of education
have a real incentive to withhold any concessions in anticipation
of a strike and the resultant consumer pressure for settlement at
any price.

Economic approaches to impasse resolution are likely to result
in a series of short run decisions based primarily or only on the
desire of consumers for peace in the public schools.¹

To complete the summary of Perry's research on what mechanisms
should be used to resolve bargaining impasses, he concludes that public
approaches to impasse resolution have advantages over either rational or
economic approaches. Specifically, he recommends the following impasse
resolution policies:

(1) Provision for fact-finding leading to the issuance of formal
public recommendations well in advance of budget deadlines;

(2) Provision for mediation prior to fact-finding but only if both
parties agree to seek and accept the services of a mediator.
This is called voluntary mediation;

(3) Inclusion of a clear statement of the obligation of boards of
education to bargain and of the legal ban on strikes by
teacher organizations.²

As a brief critique of these three recommendations, the reader will
notice that Perry's viewpoints, especially with respect to fact-finding
and the strike, are in disagreement with the conclusions drawn in Chapter II.

¹Perry, op.cit., p. 243.
²Ibid., p. 246.
The next chapter will attempt to reconcile some of these discrepancies by analyzing the effectiveness of impasse resolution mechanisms in seven Illinois school systems where impasses and strikes occurred in 1972.
CHAPTER IV

PRESENTATION AND ANALYSIS OF FIXED-RESPONSE QUESTIONNAIRE DATA

This chapter covers the second phase of this study and is aimed at determining what impasse procedure negotiators prefer to employ in a school bargaining dispute by testing the following hypotheses:

I. Teacher negotiation representatives agree that the human relations strategy would function to minimize, prevent, or resolve collective bargaining disputes.

II. School management negotiation representatives agree that the human relations strategy would not function to minimize, prevent, or resolve collective bargaining disputes.

III. Teacher negotiation representatives and school management negotiation representatives both agree that the mediation strategy is an appropriate mechanism to use in resolving school bargaining disputes.

IV. Teacher negotiation representatives and school management negotiation representatives both agree that the fact-finding strategy is not an effective procedure for resolving public education bargaining disputes.

V. Teacher negotiation representatives and school management negotiation representatives both agree that the arbitration strategy would not be an appropriate dispute settlement mechanism in public education bargaining impasses.

VI. Teacher negotiation representatives agree that the strike strategy should be available as a means to resolve collective bargaining disputes.

VII. School management negotiation representatives agree that the strike strategy should not be available as a means to resolve collective bargaining disputes.
To test the hypotheses, a forty-five minute to one hour interview was conducted with negotiators representing both teacher organizations and school management in seven Illinois school districts where strikes occurred in 1972. The interviewees totaled forty-two, twenty-one representing teacher groups and twenty-one representing school management. All of these negotiators were involved in leadership positions and/or participated in collective bargaining sessions during the 1972 teacher strike situations and thus were knowledgeable about the impasse procedures used throughout the conflict. In each of the strike situations, three negotiation leaders from each side of the bargaining table were interviewed, thus making a total of six interviewees from each school system. Regional Directors for the Illinois Education Association were asked to help in identifying the negotiation representatives or major participants from each of the seven school districts. The purpose of the interviews was to discover what dispute settlement method (or methods) these negotiators prefer to use in the event of a public education bargaining impasse. Responses of the negotiators and reasons for their particular choices will be presented along with an analysis of these data.

An interview instrument was employed in this phase of the study to elicit information. Specifically, a structured, fixed-response (closed-ended) questionnaire, designed especially for this study, was used to complete the data collection for phase two (see APPENDIX A). During the administration of this questionnaire, the interviewee was asked certain questions or propositions, the responses to which were weighted to place the interviewee in a general category of reactions.
To further explain the use of the questionnaire, it should be noted that the responses of the negotiation representatives to the propositions were categorized by using a modified Likert scale. The respondents were asked to express their feelings about impasse procedures 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 weighted +2, +1, 0, -1, -2, respectively, from Strongly Agree to Strongly Disagree (see APPENDIX A for the phase two questionnaire). The analysis of the forty-two interviews was divided into three parts: (1) an analysis of the teacher negotiation representatives' preference for what impasse procedure should be used in a dispute; (2) an analysis of the school management negotiation representatives' preference for what impasse procedure should be used in a dispute; and (3) a combined analysis of teachers' and school management negotiators' responses where appropriate.

In analyzing parts one and two above, if all the school management negotiators or teacher negotiators Strongly Agree to a proposition, the proposition would receive +42 points. If all the management negotiators or teacher negotiators Strongly Disagree to a proposition, the proposition would receive -42 points. As the number increases to +42, so does the representatives' agreement with the proposition. As the number decreases negatively to -42, so does the representatives' disagreement with the proposition.

In the combined analysis of responses of representatives of teacher groups and school management, a division factor of two is used to maintain a
42 point base. If all teacher negotiators and school management negotiators Strongly Agree to a proposition, the proposition would still receive +42 points. If all teacher representatives and school management representatives Strongly Disagree to a proposition, the proposition would receive -42 points. Again as the number increases towards +42 so does the representatives' agreement with the proposition. As the number decreases negatively to -42, so does the representatives' disagreement with the proposition. An example of how to interpret the data for one group 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>66.6%</td>
<td>(3) 14.2%</td>
<td>(1) 4.7%</td>
<td>(2) 9.5%</td>
</tr>
</tbody>
</table>

(Total points received +27)

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

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

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

4. The above graphical representation would read, fourteen negotiators or 66.6% of the respondents selected the alternative Strongly Agree. Three or 14.2% selected the alternative Agree. One or 4.7% was Undecided. Two or 9.5% selected the response Disagree. One or 4.7% selected Strongly Disagree.

5. The total weight of the proposition would be calculated as follows:
A word should be mentioned about the validity and reliability of the questionnaire instrument used in phase two. The twenty-five propositions developed to test the hypotheses were formulated by the author after reviewing professional literature and related research and were scattered throughout the questionnaire to minimize the possibility of influencing the responses. The questionnaire containing the propositions was pretested to determine validity of questions and proper phrasing by initially asking five authorities in the field of labor-management relations to judge the appropriateness of the propositions. The judges include a mediator from the Federal Mediation and Conciliation Service, three university professors in industrial relations, and one management-personnel consultant. Additionally, the academic training of the five experts include two with doctoral degrees, one with a master's degree in business administration, one with a bachelor's degree in industrial relations, and one having earned a law degree. Total years of labor-management experience is nearly sixty-four years. After pretesting, the questionnaire was administered to five educators who had been involved in a teacher strike situation. Following these interviews, the reliability of the questionnaire was determined by using both the Kuder-Richardson internal consistency test and Rulon's reliability method. The reliability coefficients for the questionnaire ranged from .60 as computed.
by the Kuder-Richardson formula 20 test to .88 as computed by the Rulon method. Reliability of the questionnaire was determined before it was formally administered to the forty-two respondents. A letter of introduction from the director of the dissertation preceded the actual interview for the purpose of establishing rapport and credibility with the interviewee (see APPENDIX C).

Criterion for acceptance or rejection of the hypotheses was determined by using net total points amassed by each group. That is, an algebraic sum of the pluses and minuses was utilized. Hypotheses I, III, IV, V, and VI must receive positive points to be accepted. Hypotheses II and VII must receive negative points to be accepted. In addition, when more than one impasse strategy was preferred, the T-test statistic, which is sometimes called the "Student's" t distribution, was employed to determine if significant differences exist between the mean response on one strategy and the mean response on another strategy. Computations were carried out at the .05 level of significance. This indicates that we are 95% confident that preference differences between strategies are not due to chance factors.
HYPOTHESIS I

Teacher negotiation representatives agree that the human relations strategy would function to minimize, prevent, or resolve collective bargaining disputes.

Hypothesis I deals with a method for managing both the covert intergroup conflict inherent in the bargaining process as well as overt conflict manifested at the point of impasse or bargaining deadlock. Propositions one, six, eleven, sixteen, and twenty-one pertain to this hypothesis.

Proposition 1: To reduce conflict and promote agreement during actual negotiations, the parties should meet regularly throughout the year outside the bargaining table to study problems.

TEACHER NEGOTIATION REPRESENTATIVES' RESPONSES

<p>| | | | | |</p>
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<th></th>
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</thead>
<tbody>
<tr>
<td>SA</td>
<td>A</td>
<td>U</td>
<td>D</td>
<td>SD</td>
</tr>
<tr>
<td>(5) 23.8%</td>
<td>(13) 61.8%</td>
<td>0</td>
<td>(3) 14.2%</td>
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<tr>
<td>(Total points received +20)</td>
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Almost 86% of respondents agreed with this proposition. Many of the teacher negotiators felt that regular meetings would improve communication between teachers, administrators, and school board members. Increased communication could particularly help in the following ways: (1) it would provide additional opportunity to understand the viewpoints of each side; (2) it would be an appropriate time to clarify problems such as school finance; and (3) regular meetings between the parties could deal with problems of immediate concern thus preventing issues from smoldering or festering throughout the year. That is, immediate resolution of problems might prevent open and outright "civil war" at the opening of the collective bargaining season; and (4) mutual conflicts
could be explored and resolved easier outside the adversary process of formal collective bargaining sessions; formal negotiations may interfere with issue-solving because both sides tend to become entrenched as they defend their respective positions. In sum, regular meetings throughout the year would increase communication and thus accelerate intergroup rapport.

One respondent disagreed with this proposition because he felt that agreements do not develop until the "crisis" time of school opening approaches. Another respondent did not favor the approach because such meetings had not worked successfully in the district.

Proposition 6: As a mechanism for dispute resolution, teacher and school management negotiators should attempt to make decisions which permit both sides to gain in contrast to decisions where one party gains at the other party's expense.

**TEACHER NEGOTIATION REPRESENTATIVES' RESPONSES**

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<tr>
<th>SA</th>
<th>A</th>
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<tbody>
<tr>
<td>(2) 9.6%</td>
<td>(13) 61.9%</td>
<td>(4) 19%</td>
<td>(2) 9.6%</td>
<td>0</td>
</tr>
</tbody>
</table>

(Total points received +15)

Almost 72% of the teacher respondents agreed with this proposition. Several of those who agreed stated that the "win-win" approach to school bargaining is a psychologically sound principle. From this viewpoint, it was indicated that the art of negotiations is to consider the human factors involved in the negotiations interaction; that is, no one likes to lose or feel like a loser. One teacher suggested that school boards could protect themselves from being losers by negotiating a "board's rights" clause into the collective agreement. Others agreed to the proposition because they felt the win-win approach was theoretically or
Philosophically valid. However, a few respondents admitted that this approach is difficult to achieve in practice because some issues are not amenable to mutual gain. For example, when teachers gain more in salary money, school management loses money to purchase school buses, textbooks, etc. Those who disagreed with the proposition labeled this approach impractical because there will always be losers and winners when scarce resources like money are involved.

**Proposition 11:** To settle differences amicably, the style of bargaining should resemble mutual problem solving rather than independent decision making in which school management unilaterally sets salaries and other terms and conditions of employment.

**TEACHER NEGOTIATION REPRESENTATIVES' RESPONSES**

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<th>SD</th>
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</thead>
<tbody>
<tr>
<td>(13)</td>
<td>61.8%</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<tr>
<td>(8)</td>
<td>38%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>(Total points received +34)</td>
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As might be expected, all teacher negotiators agreed with the concept of teacher-school management negotiations. Most of the respondents justify the school bargaining process because it promotes positive teacher morale. More specifically, the collective bargaining process facilitates morale for the following reasons: (1) it is consistent with other labor-management sectors of the American economy in which employees have a voice in determining the reward systems under which they work. One teacher argued that the school employer does not have the ethical right to dictate salaries and terms and conditions of employment because it is not done that way in other employee-employer relationships. Another teacher maintained that negotiations is a means of increasing the economic well-being of teachers and economically satisfied teachers
are an essential requirement for quality teaching; (2) collective bargaining is a political process that recognizes teacher viewpoints relative to such school problems as class size and educational programs. Several teacher negotiators expressed the idea that teacher expertise is needed in shaping educational decisions because school management lacks knowledge of the real classroom problems. In sum, teacher negotiators believe that unilateral decisions by school management are not really "solutions" because such action destroys employee morale.

Proposition 16: A joint sub-committee approach, in which there are joint study teams composed of an equal number of teachers and school management representatives, would be a useful means of facilitating collective bargaining agreements.

TEACHER NEGOTIATION REPRESENTATIVES' RESPONSES

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<th>A</th>
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<th>SD</th>
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<tbody>
<tr>
<td>0</td>
<td>(8) 38%</td>
<td>(4) 19%</td>
<td>(7) 33.3%</td>
<td>(2) 9.6%</td>
</tr>
</tbody>
</table>

(Total points received -3)

There was a divergence of thinking among teachers on the statement. Some of the respondents who agreed admitted that they have not utilized the joint sub-committee method in negotiations but state that it might be a positive approach to school bargaining. Others who agreed claimed that the negotiation spokesmen for the respective sides jointly worked out an agreement which eventually settled a teacher strike situation.

Teacher negotiators who have not experienced this approach disagreed for the following reasons: (1) such approaches to collective bargaining may be a waste of time because a "mini-impasse might occur in the sub-committees; (2) mistrust among team members could develop. Other teachers recited previously unsuccessful attempts with similar joint committee approaches.
Proposition 21: Post negotiation committees, in which final resolution of some particularly thorny bargaining issue is discussed, would tend to diminish future bargaining conflict.

TEACHER NEGOTIATION REPRESENTATIVES' RESPONSES

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<tr>
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<th>A</th>
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<th>D</th>
<th>SD</th>
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<tbody>
<tr>
<td>0</td>
<td>(7) 33.3%</td>
<td>(1) 4.7%</td>
<td>(12) 57.1%</td>
<td>(1) 4.7%</td>
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</tbody>
</table>

(Total points received -7)

Teacher negotiators held different viewpoints towards this proposition. Some respondents who agreed were essentially expressing some ambivalence toward such committees; that is, while post negotiation committees successfully resolved extra-duty pay issues during one year, similar committees working on similar issues resulted in "mini-impasses" in a subsequent year. Other teachers who agreed with the proposition indicated that post negotiation committees would provide additional time for communication, and as one teacher articulated, "Time and talk help resolve problems."

Approximately 61% of the respondents disagreed with the use of post negotiation committees. Some disagreed because they felt that such committees would carry on the intergroup conflict without a means for resolving the issues; that is, this procedure would be absent the pressure which is often needed to prompt agreements. Others lacked confidence in these procedures because similar committees had not functioned successfully in the past. Several teachers explained that issues like teacher evaluation procedures and extra duty pay schedules had been discussed in post negotiation committees only to see agreements "axed" by a board of education thus placing the issues in a situation of quasi-impasse.
SUMMARY OF HYPOTHESIS I

The information obtained from the twenty-one teacher negotiation representatives and depicted in TABLE 3 suggests that the human relations approach would be an appropriate social technology for minimizing or resolving school bargaining impasses. These negotiators showed a particular value for (1) regular meetings throughout the year, (2) a "win-win" approach to collective bargaining; and (3) bilateral rather than unilateral determination of salaries and other terms and conditions of employment. Since authority opinion found in professional literature supports these three elements of the human relations approach, it can be said that teacher negotiators and the experts are in agreement. Notwithstanding teachers' positive opinions of regular meetings and win-win approaches, these two components seem to be used in only a limited way in actual school bargaining practice. Training in these two areas, therefore, seems advisable.

Two other elements of the human relations strategy--joint sub-committees and post-negotiation committees--were not as highly respected by teacher negotiators as the other elements. The fact that teachers have historically experienced frustration with such committees would suggest that school management should strive more earnestly to make joint teacher-administrator committees function successfully.

In spite of some ambivalence toward the human relations strategy, net total points received were positive and, consequently, permit acceptance of hypothesis I. Incidentally, the mean points received on this hypothesis equal +11.5. The human relations strategy is a method preferred by teacher negotiators.
TABLE 3

SUMMARY GRAPH FOR HYPOTHESIS I INDICATING THAT TEACHER NEGOTIATION REPRESENTATIVES ACCEPT THE HUMAN RELATIONS STRATEGY AS A MEANS TO MINIMIZE OR RESOLVE SCHOOL BARGAINING IMPASSES

<table>
<thead>
<tr>
<th>Propositions And Total Points Received</th>
<th>Amount Of Agreement Or Disagreement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposition 1 (+20 points)</td>
<td></td>
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<tr>
<td>Proposition 6 (+15 points)</td>
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<tr>
<td>Proposition 11 (+34 points)</td>
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<tr>
<td>Proposition 16 (-3 points)</td>
<td></td>
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<tr>
<td>Proposition 21 (-7 points)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>+42</th>
<th>+40</th>
<th>+30</th>
<th>+20</th>
<th>+10</th>
<th>0</th>
<th>-10</th>
<th>-20</th>
<th>-30</th>
<th>-40</th>
<th>-42</th>
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<td>AGREE</td>
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</tbody>
</table>
HYPOTHESIS II

School management negotiation representatives agree that the human relations strategy would not function to minimize, prevent, or resolve collective bargaining disputes.

Proposition 1: To reduce conflict and promote agreement during actual negotiations, the parties should meet regularly throughout the year outside the bargaining table to study problems.

SCHOOL MANAGEMENT REPRESENTATIVES' RESPONSES

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<tbody>
<tr>
<td>SA</td>
<td>28.9%</td>
<td>A</td>
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<td>(6)</td>
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<td>(9)</td>
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<tr>
<td>D</td>
<td>14.2%</td>
<td>SD</td>
<td>14.2%</td>
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<tr>
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<td>(3)</td>
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(Total points received +12)

Nearly 72% of the school management negotiators agreed with this proposition. Negotiators agreed with this statement for two basic reasons: First, regular study of problems increases communication between the parties which subsequently decreases both immediate conflict as well as future conflict at the bargaining table. Some agreed that the increased communication would alert or acquaint both parties to the needs felt by each side and such an understanding would facilitate solutions. Secondly, some management negotiators expressed the idea that it would be easier to solve inter-group problems in a less threatening atmosphere than that found at the formal bargaining table. One school system has implemented the idea found in this proposition by negotiating into the contract machinery for regular meetings which serve to (1) avoid grievances, (2) eliminate or minimize collective bargaining issues, and (3) solve problems immediately rather than allow them to "fester" throughout the year. The contractual clause
as shown as follows:

MONTHLY CONTRACT MEETINGS
Representatives of the superintendent and the Association will meet once a month during the regular school year at a time convenient to both parties for the purpose of discussing the administration of the contract and to resolve problems that may arise. These meetings are not intended to bypass the negotiations or the grievance procedure. Further, each party will submit to the other, at least twenty-four (24) hours prior to the meeting, an agenda covering what they wish to discuss. This agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto, and submitted to the Board and the Association for approval, the same as this Agreement.

School management negotiators who disagreed with the proposition expressed three problems: One, there isn't time to meet outside the bargaining table; two, regular study meetings would turn into continuous bargaining sessions; and three, agreement during study meetings would be inhibited because such meetings lack the pressure environment which surrounds the collective bargaining table.

Proposition 6: As a mechanism for dispute resolution, teacher and school management negotiators should attempt to make decisions which permit both sides to gain in contrast to decisions where one party gains at the other party's expense.

SCHOOL MANAGEMENT REPRESENTATIVES' RESPONSES

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<th>SA</th>
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<th>SD</th>
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<tbody>
<tr>
<td></td>
<td>4.7%</td>
<td>76.1%</td>
<td>19%</td>
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<tr>
<td>(Total points received +18)</td>
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As shown, nearly 80% of the management negotiators agreed with the
proposition. Theoretically, school management representatives agreed that negotiators should whenever possible aim for a "win-win" decision in contrast to a "win-lose" decision. Decisions of this nature would tend to diminish the adversary nature of the collective bargaining process. In addition, mutual gain, win-win decisions are psychologically easier to live up to.

While no one disagreed with this proposition, four management negotiators were undecided. These respondents claimed that a mutual gain approach to collective bargaining is idealistic and difficult to achieve; in practice, school bargaining becomes a win-lose situation with the organized teacher winning more power while school management loses power. Furthermore, one undecided negotiator stated that there are few issues in public education bargaining which allow both sides to gain. "Usually," he said, "the teacher organization is the asker and the board of education is the giver. The teachers can't give anything to make it a mutual gain situation."

Proposition 11: To settle differences amicably, the style of bargaining should resemble mutual problem solving rather than independent decision making in which school management unilaterally sets salaries and other terms and conditions of employment.

SCHOOL MANAGEMENT REPRESENTATIVES' RESPONSES

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<thead>
<tr>
<th>SA</th>
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</thead>
<tbody>
<tr>
<td>(2)</td>
<td>9.6%</td>
<td>(18) 85.6%</td>
<td>(1) 4.7%</td>
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</table>

(Total points received +22)

Almost 95% of the individuals who represent the school management side in public education bargaining agree with the above proposition.
Most of the agreement centers around the concept that teachers and school management should bilaterally set salaries and terms and conditions of employment. According to several respondents, teacher employees know and understand their needs better than the school employer does and, therefore, need a mechanism to communicate their problems to management. The collective bargaining process then becomes an appropriate system for resolving such problems. Related to the belief in the bargaining process, several management negotiators expressed an opinion that individuals who are affected by a decision should be involved in the determination of those decisions; collective bargaining, as a decision-making process, thus provides a way to involve individuals. Furthermore, some of the respondents stated that job satisfaction and increased teacher morale would result from a bilateral rather than a unilateral determination of salaries and working conditions. Notwithstanding the high level of agreement on this proposition, several negotiators qualified their response by claiming that some school system issues should not be negotiated between teachers and school management; for example, such issues as curriculum, teacher evaluation procedures, and class size are non-negotiable and cannot be determined democratically at the collective bargaining table.
Proposition 16: A joint sub-committee approach, in which there are joint study teams composed of an equal number of teachers and school management representatives, would be a useful means of facilitating collective bargaining agreements.

SCHOOL MANAGEMENT REPRESENTATIVES' RESPONSES

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<tr>
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<th>SA</th>
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<tbody>
<tr>
<td></td>
<td>(3) 14.2%</td>
<td>(5) 23.8%</td>
<td>(5) 23.8%</td>
<td>(7) 33.3%</td>
<td>(1) 4.7%</td>
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<tr>
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<td>(Total points received +2)</td>
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School management negotiators showed a difference of thinking on this proposition. Those who agreed indicated that joint sub-committees would foster intergroup communication during the collective bargaining process. Specifically, such committees could facilitate (1) the clarification of issues, and (2) the exchange of facts and attitudes. One group of management negotiators acknowledged that the teacher strike in their district was terminated after a form of the joint sub-committee approach was utilized; more precisely, the chief spokesmen for the respective parties worked out an agreement which in turn was agreed to by the remaining members of the bargaining teams. Ultimately, this "side-bar" agreement was ratified by the constituencies of both parties bringing settlement to the bargaining dispute. Those who disagreed with this proposition felt that the joint sub-committee method would interfere with, or violate, the integrity of the team approach. That is, the joint sub-committee method would fragment their bargaining team thus making them more vulnerable to poor decisions. In sum, while most school management negotiators have not personally experienced this approach, it is perceived as having both advantages and disadvantages.
Proposition 21: Post negotiation committees, in which final resolution of some particularly thorny bargaining issue is discussed, would tend to diminish future bargaining conflict.

SCHOOL MANAGEMENT REPRESENTATIVES' RESPONSES

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<th>SA</th>
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<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td>(2) 9.6%</td>
<td>(7) 33.3%</td>
<td>(2) 9.6%</td>
<td>(10) 47.6%</td>
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</table>

(Total points received +1)

As to this proposition, school management negotiators are in discord. Among those who agreed, negotiators from two school systems pointed out the fact that provisions for post negotiation committees have been incorporated into the collective bargaining agreement. In one district, "Monthly Contract Meetings" take place while in a second, "Joint Discussion Committees" occur. These contractual clauses exist for the purpose of (1) resolving immediate problems and (2) facilitating intelligent preparation for the forthcoming bargaining season. In the first district, the monthly contract meetings had served to resolve some "left-over" bargaining issues but had failed to settle an extra-duty pay problem for women coaches. Respondents who disagreed with post negotiation committees offered these reasons: (1) such committees are time consuming; (2) they only protract or drag out bargaining; and (3) post negotiation committees may deal with issues which ultimately result in "mini-impasses."
SUMMARY OF HYPOTHESIS II

The data collected from the twenty-one school management negotiation representatives, which is depicted in TABLE 4, suggests that the human relations strategy would be an appropriate social technology for minimizing or resolving school bargaining impasses. These negotiators showed a particular value for (1) regular meetings throughout the year to facilitate intergroup communication; (2) a mutual gain approach to school negotiations; and (3) bilateral rather than unilateral determination of salaries and other terms and conditions of employment. These three areas apparently indicate that school management perceives the importance of on-going communication, "win-win" interaction, and sharing power and decision-making with teachers, all of which would tend to reduce teacher-management conflict as well as increase teacher morale.

Since the actual net points amassed by the school management negotiation representatives places them on the "agreement" side of the TABLE 4 graph, hypothesis II is, therefore, rejected. Rejection of the hypothesis, however, means acceptance of and preference for the human relations approach.

SUMMARY OF HYPOTHESIS I AND HYPOTHESIS II

Hypothesis I and hypothesis II suggest that teachers and school management assume different viewpoints towards the human relations strategy. However, since the two groups responded to the same propositions, it is appropriate to show the combined responses. TABLE 5 reveals that the groups respond quite similarly to the propositions and suggests that the human relations strategy is preferred as an impasse resolution method. In particular, TABLE 5 indicated the following:

(1) Both groups perceived regular meetings as a means to improve inter-
TABLE 4

SUMMARY GRAPH FOR HYPOTHESIS II INDICATING THAT SCHOOL MANAGEMENT NEGOTIATION REPRESENTATIVES REJECT THE HYPOTHESIS AS STATED BUT ACCEPT THE HUMAN RELATIONS STRATEGY AS A MEANS TO MINIMIZE OR RESOLVE SCHOOL BARGAINING IMPASSES

<table>
<thead>
<tr>
<th>Propositions And Total Points Received</th>
<th>Amount Of Agreement Or Disagreement</th>
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<tbody>
<tr>
<td>Proposition 1 (12 points)</td>
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<tr>
<td>Proposition 6 (18 points)</td>
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<tr>
<td>Proposition 11 (22 points)</td>
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<tr>
<td>Proposition 16 (2 points)</td>
<td></td>
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<tr>
<td>Proposition 21 (1 point)</td>
<td></td>
</tr>
</tbody>
</table>

Amount Of Agreement-Or Disagreement:

+42  +40  +30  +20  +10  0  -10  -20  -30  -40  -42

AGREE  DISAGREE
group communication. That is, scheduled meetings can reduce the possibility of crisis bargaining.

(2) The two groups agreed that a "win-win" approach to negotiations is appropriate. In particular, group representatives felt that this style of bargaining has psychological justification because it would tend to reduce the adversary nature of the collective bargaining process. However, some of the teacher respondents maintained that it is impossible to convert all bargaining issues into mutual gains especially where scarce resources exist.

(3) Teacher and school management negotiators seemed to believe in the concept of collective bargaining. Obviously, teachers endorse negotiations, but it is surprising to note the high percentage of management negotiators who demonstrated respect for teacher participation in decision-making via the collective bargaining process. The two groups agreed primarily because they believe in bilateral rather than unilateral determination of teacher salaries.

(4) Both groups of negotiators showed discord with the use of joint sub-committee approaches in actual bargaining sessions even though some negotiators from both sides of the table acknowledged that a joint sub-committee of bargaining spokesmen did effect an agreement which resulted in the termination of a teacher strike. Negotiators were suspicious of this approach because it would fragment the team approach to school bargaining thus making the team vulnerable to "mini-impasses" and low quality decisions.

(5) With respect to the use of post negotiation committees, teachers and school management are both in discord. Some negotiators stated that such committees have in the past successfully resolved issues like student discipline and extra duty pay schedules. Also, post negotiation committee con-
cepts have been incorporated into collective bargaining agreements in at least two of the seven school districts involved in this study. Negotiators disagreed with the concept because (1) it would protract bargaining and (2) such committees would lack the pressure needed to effect settlement and thus terminate in informal impasses.
### TABLE 5

**SUMMARY GRAPH FOR HYPOTHESIS I AND HYPOTHESIS II COMPARING TEACHER NEGOTIATION REPRESENTATIVES' RESPONSES WITH SCHOOL MANAGEMENT NEGOTIATION REPRESENTATIVES' RESPONSES RELATIVE TO THE USE OF THE HUMAN RELATIONS STRATEGY AS A MEANS TO RESOLVE BARGAINING DISPUTES**

<table>
<thead>
<tr>
<th>Propositions, Respondents And Total Points Received</th>
<th>Amount Of Agreement Or Disagreement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposition 1</td>
<td></td>
</tr>
<tr>
<td>Teachers (+20)</td>
<td></td>
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<tr>
<td>Management (+12)</td>
<td></td>
</tr>
<tr>
<td>Proposition 6</td>
<td></td>
</tr>
<tr>
<td>Teachers (+15)</td>
<td></td>
</tr>
<tr>
<td>Management (+18)</td>
<td></td>
</tr>
<tr>
<td>Proposition 11</td>
<td></td>
</tr>
<tr>
<td>Teachers (+34)</td>
<td></td>
</tr>
<tr>
<td>Management (+22)</td>
<td></td>
</tr>
<tr>
<td>Proposition 16</td>
<td></td>
</tr>
<tr>
<td>Teachers (-3)</td>
<td></td>
</tr>
<tr>
<td>Management (+2)</td>
<td></td>
</tr>
<tr>
<td>Proposition 21</td>
<td></td>
</tr>
<tr>
<td>Teachers (-7)</td>
<td></td>
</tr>
<tr>
<td>Management (+1)</td>
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<table>
<thead>
<tr>
<th>+42</th>
<th>+40</th>
<th>+30</th>
<th>+20</th>
<th>+10</th>
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<th>-42</th>
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<tbody>
<tr>
<td>AGREE</td>
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</table>
Teacher negotiation representatives and school management negotiation representatives both agree that the mediation strategy is an appropriate mechanism to use in resolving bargaining disputes.

This hypothesis deals with the most common type of impasse machinery, namely, mediation, and attempts to discover how negotiators perceive this procedure. Investigation of this hypothesis will also attempt to ascertain the most effective form of mediation. Propositions two, seven, twelve, seventeen, and twenty-two pertain to this hypothesis.

Proposition 2: In the event of a negotiations impasse, mediation should be used as a means to resolve the dispute.

**TEACHER NEGOTIATION REPRESENTATIVES' RESPONSES**

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<tbody>
<tr>
<td>SA</td>
<td>A</td>
<td>U</td>
<td>D</td>
<td>SD</td>
</tr>
<tr>
<td>2</td>
<td>9.5%</td>
<td>11</td>
<td>52.3%</td>
<td>4</td>
</tr>
</tbody>
</table>

(Total points received +10)

The data show that a majority of the teacher negotiators agreed with the proposition. This high agreement figure is surprising in view of the fact that the mediation process failed to resolve the negotiations dispute in any of the seven school systems investigated. Notwithstanding its ineffectiveness, teacher negotiators felt that mediation can be a therapeutic process for at least two reasons: First, because of the accelerated hostility and entrenched postures which often occur during crisis bargaining, an objective third party such as a mediator can promote intergroup communication and subsequent understanding by accurately advising each party of the other party's intentions and positions. Secondly, as the mediator "closes" or meets privately with each side,
the parties may find it psychologically easier to modify their positions and thus save face. In contrast, the face-to-face negotiations of the impasse environment may interfere with a party's ability to make concessions. Briefly, it is easier to yield a position to the outsider than to the opponent. Those who opposed mediation did so on the basis that it simply was not effective in terminating the negotiations deadlock.

SCHOOL MANAGEMENT REPRESENTATIVES' RESPONSES

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<td>SA</td>
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<tr>
<td>(1) 4.7%</td>
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A high percentage of management negotiators supported this proposition from several perspectives. First, mediation is helpful because it solves some of the group dynamics problems which arise during the bargaining interaction. For example, because of the competitive nature of the negotiations process, the parties hold rigidly to their respective positions. However, as a mediator works with the parties independently, the bargaining teams find it psychologically easier to give up their bargaining positions, thus saving face. Secondly, the mediation process can assist the parties to politically pacify certain groups within their constituency. Specifically, when negotiation representatives can report to their membership, "The mediator told us that our position was inappropriate or faulty," constituency sub groups can be persuaded to reduce political pressure on their representatives, thus giving their negotiators freedom to concede specific bargaining issues. Thirdly, a mediator can facilitate group-to-group communication by (1) translating feelings and attitudes from party to party, (2) clarifying and interpreting issues,
and (3) allowing the parties to be candid without anything "going on the record." Finally, as to the particular form of mediation, management negotiators agreed that mediation and fact-finding should not be used as sequential steps in school bargaining dispute settlement. The few negotiators who either disagree or are undecided do so on the basis that mediation did not resolve the 1972 dispute.

**COMBINED RESPONSES**

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<td>(3)</td>
<td>7.1%</td>
<td>(27)</td>
<td>64.3%</td>
<td>(6) 14.2%</td>
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(Total points received +12)

Notwithstanding the fact that mediation did not resolve the bargaining disputes in the seven districts investigated, nearly 71\% of the negotiators interviewed agreed that mediation should be an established cog in school bargaining impasse machinery. Mediation won enthusiastic reception because it increased candid communication and decreased some of the group dynamics problems which arise during negotiations. Mediation was also cited as an effective procedure because it can serve to diminish intra-organizational or political pressures which impinge on the bargaining process.

**Proposition 7:** Mediation, as an impasse resolution procedure, tends to promote rather than retard meaningful, sincere negotiations between the parties.

**TEACHER NEGOTIATION REPRESENTATIVES' RESPONSES**

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<tbody>
<tr>
<td>0</td>
<td>(8) 38%</td>
<td>(5) 23.8%</td>
<td>(8) 38%</td>
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(Total points received 0)
Teachers are equally divided on this proposition. Those who agreed stressed the idea that the mediator aids communication. One teacher pointed out that as a mediator listens to both sides he can help measure which issues are strongly held and then help the parties work out settlements over these issues. Another teacher felt that an objective outsider with "no axe to grind" can help the parties see similarities instead of differences. Other teachers alluded to the idea that a mediator can diminish the occurrence of "parallel monologues." That is, the conflicting parties themselves often do not listen to one another. Each is too busy trying to be understood. By listening and understanding, a mediator can contribute to the parties' understanding of each other's position.

Teacher negotiators disagreed with the proposition for a variety of reasons. Some explained that both sides tend to use the mediator as a crutch instead of doing the negotiations job themselves. Several admitted that they felt intimidated by the mediator because he pressured them to yield crucial issues; these feelings turned to mistrust and antagonism towards the mediator. Other teacher negotiators felt that school management used the mediation process as a further means of "wearing down the teachers' demands."

SCHOOL MANAGEMENT REPRESENTATIVES' RESPONSES

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<td>(1) 4.7%</td>
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<td>(3) 14.2%</td>
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<td>(Total points received +5)</td>
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School management negotiators, like teacher negotiators, showed a divergence of thinking on this proposition. Generally, negotiators agreed
that mediation can promote negotiations because it mitigates some of that political-psychological phenomenon which happen in the bargaining process. One negotiator used the term "negotiations syndrome" to explain that the parties can get locked into positions from which they cannot deviate because of the presence of constituency pressure. Negotiation representatives felt a need to "look good to their respective sides." To maintain a political image of truly representing their membership, the bargaining teams cling stubbornly to positions. The influence of an impartial third party upon both the representatives and the represented, however, can allow the parties to withdraw from previously held bargaining postures and thus promote settlement.

Those who disagreed with the proposition listed the following reasons: (1) a mediator has no authority or power to influence; (2) inexperienced negotiators rely on the intervention of a third party to conclude negotiations for them thus retarding pre-impasse negotiations; (3) when school management is convinced that the teachers' organization will proceed either to another step of the impasse procedure such as fact-finding or to the strike, it is a wise bargaining tactic to avoid making any concessions during mediation.

**COMBINED RESPONSES**

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<tr>
<td>(1) 2.3%</td>
<td>(18) 42.9%</td>
<td>(8) 19%</td>
<td>(15) 35.7%</td>
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(Total points received +3.5)

The data collected indicated there was discord among the negotiators on the concept that mediation can promote sincere negotiations between the parties. Teachers especially showed a complete divergence of
thinking on this matter. Negotiators agreed with mediation because it can create positive communication channels between the parties in conflict. Also, mediation can diminish some of the political-psychological phenomenon which accompany the bargaining interaction. Negotiators are critical of mediation because (1) the third party is perceived as showing preferential treatment; (2) the parties may use him as a crutch; and (3) subsequent steps like fact-finding dilute the effectiveness of mediation.

**Proposition 12:** The mediation process, without the additional step of fact-finding, can exert influence on each party to modify its bargaining position.

**TEACHER NEGOTIATION REPRESENTATIVES' RESPONSES**

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(Total points received +5)

For the most part, teachers were in agreement with this proposition. The most important comments made by those who agree with the statement focus on the phrase "without the additional step of fact-finding."

Evidence from the respondents indicated that mediation was of questionable efficacy if the fact-finding procedure was to follow. Several teachers felt that mediation bargaining is retarded because management is holding back their best concessions for later impasse steps like fact-finding; it should be noted that this suspicion was substantiated by the responses of management negotiators. One teacher expressed the idea that negotiations would be more effective if mediation were both the first and last step in the impasse machinery. Furthermore, he confessed that mediation
bargaining was useless "because we were preparing to go to fact-finding."

Those who disagreed with the proposition made the following comments:
(1) "The mediator didn't understand the public education system;" (2) "He seemed to be pro-management and consequently, we began to mistrust him;" (3) "We need other pressure like binding arbitration or the strike to make mediation effective."

SCHOOL MANAGEMENT REPRESENTATIVES' RESPONSES

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<td>(4)</td>
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(Total points received +19)

Nearly eighty-one percent of the respondents favored this proposition. A large group of negotiators agreed because of the merits they perceived in mediation: (1) it is more difficult for the parties to place hostility on a mediator than on a fact-finder; (2) in the conflict environment of crisis bargaining, the parties can build up "blindness" to the other parties' position. In this setting a mediator can bring insight or perspective which may promote a climate for agreement. Moreover, he can translate the positions of each side, thus helping the parties reach agreement. Another group of management negotiators agreed with the proposition because of the phrase, "without the additional step of fact-finding." These respondents endorsed mediation as the final step in the dispute settlement process saying that additional steps like fact-finding only weaken mediation. One negotiator, representative of this group, stated, "The more impasse steps available, the more likely that previous steps will not be used thoroughly." In sum, a ritual of reluctant bargaining occurs if
fact-finding follows the mediation process because the participants save their best offers for later impasse steps.

**COMBINED RESPONSES**

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(Total points received +12)

The data reveal that most negotiators agreed with the proposition. There is substantial evidence from the respondents which suggests that mediation is not a useful impasse invention when followed by the fact-finding process. Some teachers confessed that they were using mediation only as a stepping stone to fact-finding, which they felt was a more useful tool for prompting concessions from management. Management negotiators insightfully perceived this tactic and thus reserved their concessions for later phases of the impasse procedure.

**Proposition 17:** The effectiveness of mediation would be improved if fact-finding were not so readily available to the bargaining parties.

**TEACHER NEGOTIATION REPRESENTATIVES' RESPONSES**

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<td>(1) 4.7%</td>
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<td>(6) 28.9%</td>
<td>(9) 42.8%</td>
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(Total points received -5)

The responses show that teachers had a difference of opinion regarding this proposition. Those who agreed explained that both parties would bargain more meaningfully during mediation if it were the last step in the impasse machinery. When teachers believe they can gain more bargaining concessions from management during fact-finding, there is a tendency for teachers to avoid modifying their positions in mediation. Management
negotiators, convinced that teachers are heading into fact-finding in an effort to gain more, stand pat in the mediation process, thus making mediation an unsatisfactory device for resolving disputes.

Among the respondents opposing this proposition were teachers from a district who did not have access to fact-finding. These teachers felt that mediation would have been improved by subsequent fact-finding because of their belief that fact-finding can bring more settlement pressure on school management. Other teachers, who had experienced both unsuccessful mediation and fact-finding, still believed that the two procedures should be maintained as sequential steps in the impasse machinery.

**SCHOOL MANAGEMENT REPRESENTATIVES' RESPONSES**

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<td>38%</td>
<td>(9) 42.8%</td>
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(Total points received +25)

Almost eighty-one percent of the respondents agreed with the proposition. Some of the negotiators viewed mediation without fact-finding as a more mature process because it encourages the parties to do something for themselves. Others favored this form of mediation because they believed that fewer impasse steps expedite dispute settlement. Conversely, additional steps beyond mediation only decrease the effectiveness of previous steps; that is, as long as there's another step, the parties are reluctant to compromise in mediation. Other management negotiators acknowledged complacency or reluctance to bargain seriously in mediation if they felt that the teachers' organization was going to use the future step of fact-finding as a lever to get more money. One negotiator con-
fessed, "Since fact-finding was available and forthcoming, we held back and did not give our best offer in mediation." Another similarly admitted, "We behave differently in mediation when we know fact-finding isn't going to follow. We're more honest and serious in mediation if it is the last step." One other negotiator offered the idea that "the mediator can more effectively influence the parties when a fact-finder is not waiting in the wings."

**COMBINED RESPONSES**

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While only a small majority of negotiators agreed with the proposition it is important to note that management representatives were almost unanimous in desiring mediation without fact-finding. Teachers, on the other hand, were divided on this proposition and seemingly did not fully understand the "holding back" tactic which management is forced to engage in when fact-finding follows the mediation process.

Proposition 22: Mediation accompanied by the threat or actuality of the strike may stimulate settlement between the parties in contrast to mediation in and of itself.

**TEACHER NEGOTIATION REPRESENTATIVES' RESPONSES**

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<tr>
<td>(3) 14.2%</td>
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<td>(Total points received +18)</td>
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A significant number of teacher agreed with the proposition. The respondents were in agreement primarily because they felt that pressure is needed in the collective bargaining environment to induce settlement
attitudes. For example, some felt that the mediator can use the forces of fear and apprehension which are generated by a strike to facilitate intergroup agreement.

**SCHOOL MANAGEMENT REPRESENTATIVES' RESPONSES**

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<td>4.7%</td>
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A majority of the respondents agreed with the proposition. Similar to teacher negotiators, management negotiators felt that a climate of pressure promotes serious bargaining. One negotiator stated that "the scare of an impending strike helps the parties listen more attentively to the mediator." Another articulated the idea that a mediator without a "stick" is ineffective. One negotiator summed up management rationale when he said, "We all respond to pressure. We think and talk more seriously when the strike pressure is imminent."

**COMBINED RESPONSES**

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Nearly seventy-two percent of the respondents agreed with this proposition. Two general reasons surfaced: First, the mediator can be more influential in effecting a settlement when a strike threat or its actuality hangs over the heads of the negotiators. Secondly, agreement-making attitudes are fostered by the fears associated with the strike.
SUMMARY OF HYPOTHESIS III

The information elicited from the forty-two respondents suggests that mediation should be incorporated into an impasse resolution procedure. TABLE 6 pictorially shows that the two groups share a preference for this device.

Both groups agreed with the basic idea that mediation should be available as a means to resolve disputes. This is rather surprising in view of the fact that mediation did not successfully terminate the 1972 impasses. However, the ineffective aspects of mediation were signaled in proposition 7 as both groups questioned the ability of mediation to promote sincere negotiations. With respect to the questions, "Is mediation more effective by itself" and "Is mediation better without fact-finding following," school management agreed enthusiastically. Teachers, however, were divided with respect to these two important ideas. With respect to the thesis that mediation is more effective with concurrent pressures such as an imminent strike, both groups agreed with management agreeing to a lesser extent. In sum: This hypothesis seems to be confirmed because the net total points amassed by the independent groups was positive. Mediation is a preferred strategy to employ in public education bargaining disputes.
TABLE 6
SUMMARY GRAPH FOR HYPOTHESIS III COMPARING TEACHER NEGOTIATION REPRESENTATIVES' RESPONSES WITH SCHOOL MANAGEMENT NEGOTIATION REPRESENTATIVES' RESPONSES RELATIVE TO THE USE OF MEDIATION AS A METHOD FOR RESOLVING SCHOOL BARGAINING DISPUTES

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<td>Proposition 2</td>
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<tr>
<td>Teachers (+10)</td>
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<td>Management (+16)</td>
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<td>Proposition 7</td>
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<td>Teachers (0)</td>
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<td>Management (+5)</td>
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<td>Proposition 12</td>
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<td>Teachers (+5)</td>
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<td>Management (+19)</td>
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<td>Proposition 17</td>
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<tr>
<td>Teachers (-5)</td>
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<tr>
<td>Management (+25)</td>
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<tr>
<td>Proposition 22</td>
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<td>Teachers (+18)</td>
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<td>Management (+7)</td>
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Amount Of Agreement Or Disagreement

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<td>DISAGREE</td>
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HYPOTHESIS IV

Teacher negotiation representatives and school management negotiation representatives both agree that the fact-finding strategy is not an effective procedure for resolving public education bargaining disputes.

This hypothesis deals with another procedure commonly employed to resolve public employment bargaining disputes, namely, fact-finding, and suggests that this procedure should be eliminated from either state statutes or local collective bargaining agreements. Propositions three, eight, thirteen, eighteen, and twenty-three pertain to this hypothesis.

Proposition 3: The assured availability of an impasse procedure such as fact-finding tends to inhibit the willingness of the parties to compromise prior to acknowledgement of an impasse and use of the procedure.

TEACHER NEGOTIATION REPRESENTATIVES' RESPONSES

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<td>(2)</td>
<td>9.6%</td>
<td>(10) 47.6%</td>
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<td>(7) 33.3%</td>
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A majority of teachers agreed with the proposition. The basis for agreement rests on a teacher belief that if a community has knowledge, via a fact-finder's report, about both the working conditions of teachers and the unreasonableness of the board of education, it will then exert pressure on the school board to grant concessions to teachers. This belief or opinion is ultimately manifested in a bargaining behavior characterized by delay or reservation. Teacher negotiators verbalized this bargaining tactic in the following ways: One said, "We were afraid to give up too many demands too soon." Another stated, "We can't give anything away in direct negotiations or mediation. We must save our proposals for fact-finding because he will probably split-the-middle."
Teachers who disagreed with the proposition reflected two viewpoints: First, as negotiation representatives they tried earnestly to reach agreement in direct negotiations. Secondly, since the parties are uncertain if the fact-finder will favor their position, pressure is generated to settle prior to impasse to avoid a potentially unfavorable recommendation.

**SCHOOL MANAGEMENT REPRESENTATIVES' RESPONSES**

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<td>U</td>
<td>(13) 61.8%</td>
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(Total points received +23)

Management negotiators almost unanimously agreed with the idea that the availability of fact-finding inhibits concession-making in direct negotiations. Most of the respondents reported that they were reluctant to give their last, best offers in either direct negotiations or mediation when the fact-finding step was potentially forthcoming. As one negotiator said, "As a bargain tactic, if I think the teachers will try to gain an advantage in fact-finding, I only weaken my bargaining position by revealing my best offers in earlier phases of bargaining. So I simply wait and do not bargain seriously." Another management negotiator professed, "If I know I'm going to fact-finding, where the issues are usually compromised by the fact-finder, I hesitate to make concessions early."

Other negotiators agreed with the proposition because they felt that additional steps in the impasse procedure serve to protract bargaining conflicts. It is interesting to note that negotiators in the two districts which did not use fact-finding in the 1972 bargaining dispute were in accord with the proposition.
The two negotiators who disagreed maintained that fact-finding is valuable because (1) the process can clarify the issues and facts, and (2) the report can be instrumental in obtaining community support for school management.

**COMBINED RESPONSES**

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</table>

(Total points received +14)

Nearly seventy-five percent of the negotiators agreed that the availability of fact-finding tends to retard the willingness of the parties to make compromises in bargaining. Both groups of negotiators admitted a reluctance to bargain seriously in the early phases of bargaining if fact-finding can be eventually used. In short, each side becomes complacent negotiators.

**Proposition 8:** Fact-finding by itself, that is, without the use of either prior mediation or a subsequent strike threat is not a positive vehicle for resolving teacher bargaining disputes.

**TEACHER NEGOTIATION REPRESENTATIVES' RESPONSES**

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<tbody>
<tr>
<td></td>
<td>9.6%</td>
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<td>(2)</td>
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</table>

(Total points received +7)

While most of the respondents agreed with the proposition, mixed opinions can be observed. Some of the teacher negotiators are opposed to isolated fact-finding because the advisory nature of this process permits school management to reject the fact-finder's recommendations. Furthermore, since the report can be rejected by either party, the process does not bring closure or termination to the dispute. As a consequence, the
parties must choose among three alternatives: (1) return to the bargaining table; (2) capitulate to the other side; or (3) prepare to engage in a strike confrontation. Other negotiators agreed with the proposition because they had experienced considerable frustration with the process in the past. In particular, it had been a waste of both time and money.

Some who disagreed with the proposition claimed that fact-finding can be an effective way of communicating teacher welfare problems to the public, who in turn, could motivate school management to make concessions to the teachers. One negotiator disclaimed the proposition because he felt that fact-finding can help the parties both eliminate the trivial issues and justify the significant issues.

**SCHOOL MANAGEMENT REPRESENTATIVES' RESPONSES**

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<tr>
<td>(14)</td>
<td>66.6%</td>
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<td>(Total points received +13)</td>
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A large majority of the respondents agreed with the proposition. While the reasons vary, it is readily seen that these negotiators find serious defects in the fact-finding process. Some of the negotiators reiterated the idea that it is not a useful mechanism for settling impasses because there exists the danger that serious negotiations may not begin until fact-finding is complete. Succinctly, the parties reserve their best proposals for impasse bargaining thus interfering with the success of pre-impasse talks. Another group of negotiators pointed out that since adoption of the fact-finder's report is voluntary, that is, the parties are free to reject all or part of the recommendations, the dispute can easily be turned into a political war when one side chooses to reject the report. Moreover, either or both
sides may be angered by an unfavorable fact-finder's report. In either situation, the fact-finding process is likely to increase hostilities. Still another group of management negotiators found fault with fact-finding because it was a laborious, time-consuming procedure.

The few respondents who disagreed with the proposition argued that the process is a useful mechanism for dispute settlement because it can provide clarification of data and issues, and this understanding can serve as a basis for settlement.

**COMBINED RESPONSES**

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<tbody>
<tr>
<td>(4) 9.5%</td>
<td>(25) 59.5%</td>
<td>(1) 2.3%</td>
<td>(11) 26.1%</td>
<td>(1) 2.3%</td>
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</table>

(Total points received +12)

A substantial majority of the negotiators agreed with the proposition. Agreement generally revolved around the awareness that the fact-finding report is advisory in nature and therefore the parties can voluntarily choose to accept or reject the report. In all districts which used fact-finding, school management did in fact reject the report and consequently provoked teachers to strike. Disagreement came from those who felt that the fact-finding process can (1) generate public pressure for settlement, and (2) facilitate communication between the belligerents.

Proposition 13: Fact-finding, leading to the issuance of formal public recommendations, is not likely to reduce the impasse conflict which still exists between teachers and school management following unsuccessful mediation.

**TEACHER NEGOTIATION REPRESENTATIVES' RESPONSES**

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<tbody>
<tr>
<td>(2) 9.6%</td>
<td>(9) 42.8%</td>
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<td>(10) 47.6%</td>
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(Total points received +3)
The data show that there is divergence of thinking on this proposition. Negotiators who affirmed this statement cited three reasons: First, the advisory-voluntary nature of fact-finding only functions to intensify the intergroup conflict. Teachers explained that when school management rejected all or part of the fact-finder's recommendations while they accepted the report carte blanche, the teachers' organization immediately felt frustration. The frustration quickly turned to anger, organizational solidarity, and ultimately vented itself in a teacher strike. Secondly, some teachers believed that even if a public fact-finder's report had the effect of generating pro-teacher sentiment from the community, their board of education wouldn't listen anyhow. A similar feeling was expressed by another teacher who said, "In a small community like ours, public recommendations are useless because the community is already on the board's side." Thirdly, a few teachers professed that their early bargaining plan was ultimately to go into fact-finding because they felt that the fact-finder would favor their positions; the community would then pressure the school board to grant concessions to the teachers. These teachers admitted that while the fact-finder did endorse most of the teachers' demands, the assumption of community support did not materialize.

Teachers who disagreed with the proposition did so for two reasons: First, many expressed a belief that when facts are released to the public,
community pressure will be exerted on both sides to settle. Furthermore, some felt that if school management knows that facts are going to be released, it may promote serious bargaining prior to the fact-finding process. Secondly, some teachers explained that a public fact-finding report can promote intra-organizational solidarity. That is, when a fact-finder favors teacher positions, credibility is enhanced between teacher negotiation representatives and those they represent.

### SCHOOL MANAGEMENT REPRESENTATIVES' RESPONSES

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<tr>
<td>(7)</td>
<td>33.3%</td>
<td>(8)</td>
<td>38%</td>
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(Total points received +17)

The data signify that nearly seventy-five percent of the respondents agree with the proposition. Some of the negotiators held fact-finding in disrespect because the fact-finder generally favors the teachers. One respondent typified this feeling when he said, "We always lose in fact-finding because the fact-finder is biased." A large number of negotiators claimed that public fact-finding increases internal or external conflict. Externally, the report can breed public discontent and this is particularly unnecessary since the taxpayers usually do not understand the report, school finances, or the issues involved between the parties. Internally, the report can (1) solidify or polarize the respective positions of the parties; some respondents alleged that the teachers tried to use the report to embarrass them into a settlement which further entrenched school management's positions; and (2) create a win-lose environment which can provoke further controversy or a strike. In other words, fact-finding
had an incendiary affect upon negotiations. Other respondents pointed out that fact-finding delays negotiations and is unnecessary because the teachers know the facts anyhow.

The few negotiators who disagreed with the proposition supported public fact-finding because the process can (1) foster political credibility -- i.e., it can help the school board obtain community support especially if the report does not favor teacher positions; (2) generate public response which in turn may facilitate concession-making by both sides; and (3) make the parties responsible for the facts or evidence which they present to the fact-finder.

**COMBINED RESPONSES**

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<tbody>
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<td>21.4%</td>
<td>(17)</td>
<td>40.5%</td>
<td>(1)</td>
<td>2.3%</td>
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</table>

(Total points received +10)

The majority of negotiators, especially those from the management side of the table, agreed with the proposition. In general, agreement was based on the idea that the advisory-voluntary nature of fact-finding only intensifies crisis bargaining. Disagreement revolved around the assumption that the fact-finding process can generate public opinion pressure which prompts dispute settlement behavior.

**Proposition 18:** Fact-finding with private recommendations is not likely to serve as an effective form of reconciliation when teachers and management are still at impasse following unsuccessful mediation.

**TEACHER NEGOTIATION REPRESENTATIVES' RESPONSES**

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<td>(17)</td>
<td>80.9%</td>
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(Total points received +13)
The respondents, to a large degree, supported the above proposition for several reasons. Some teachers, still assuming that the fact-finding process can eventually coerce management into concessions, felt that private recommendations would preclude community intervention. More to the point, these respondents believed that teachers need public support in order to achieve teacher welfare issues and that private fact-finding would not be instrumental in bringing community pressure to the bargaining table. Other teacher negotiators, while agreeing with the proposition, took a completely different approach. These teachers felt that school employers are impervious to any form of third-party intervention such as mediation, fact-finding, or community pressure groups. Therefore, any kind of fact-finding, private or public, is ineffective in bringing an agreement-making atmosphere to the bargaining dispute. Furthermore, as one teacher asserted, "Since the board can reject the recommendations and did, fuel was added to the fire and a teacher strike was precipitated."

The minority of teachers who disagreed with the proposition believed that the private form of fact-finding can (1) promote accurate communication between teachers and the board of education, and (2) keep community unrest and polarization to a minimum. For example, private recommendations reduces the possibility that a small community will "choose up sides" during the dispute.

**SCHOOL MANAGEMENT REPRESENTATIVES' RESPONSES**

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<tr>
<td>(1)</td>
<td>4.7%</td>
<td>57.1%</td>
<td>9.6%</td>
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<td>(Total points received +8)</td>
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A majority of the respondents were in agreement with the proposition. Some of the negotiators continued their opposition to fact-finding by maintaining that neither form of fact-finding, private or public, would facilitate termination of a school bargaining dispute; instead, third party intervention such as fact-finding only serves to add coals to the bargaining conflict because the parties end up quarreling over the veracity of the fact-finder's report. Some offered the opinion that if fact-finding is going to be used in the impasse machinery it should take public form rather than the private because the former can create more pressure on the parties to settle.

Those who disagreed did so because (1) they believed that an unbiased, third party can discover new facts and unrecognized alternatives which may facilitate impasse settlement, and (2) private fact-finding prevents the introduction of community forces which may interfere with the resolution of intergroup conflict.

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A large majority of negotiators agreed that private forms of fact-finding would not aid in the resolution of school bargaining conflict. While several reasons were given, it can be observed that participants on both sides of the table feel that the fact-finding process is not a solution to the impasse problem in public education.
Proposition 23: When the fact-finding process is available in a local collective bargaining contract, the parties at impasse are likely to wait for fact-finding rather than seriously endeavor to reach direct agreement by themselves.

TEACHER NEGOTIATION REPRESENTATIVES' RESPONSES

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<tbody>
<tr>
<td>0</td>
<td>(11) 52.3%</td>
<td>(4) 19%</td>
<td>(6) 28.9%</td>
<td>0</td>
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</table>

(Total points received +5)

Only a slight majority of teachers agreed with the above statement. Many of the respondents made allegations that their bargaining adversaries did not negotiate seriously in the early phases of bargaining. One respondent typified the feeling of others in this way: "Our school management has a tendency to wait until the last minute to make realistic offers. They were stalling and dragging their heels hoping that we would give up our demands in the early rounds of bargaining." Other teacher negotiators admitted that even their team deferred concession-making until after impasse was declared. As one teacher confessed, "There's no doubt about it, we can always fall back on fact-finding as a solution to our bargaining problems." From these comments, one could conclude that both sides tend to avoid putting their last offers on the table during direct negotiations.

Among those who disagreed, several reflected the position that since school boards fear loss of control because of the intervention of a third party, the threat of possible fact-finding may increase the willingness on the part of management to make concessions in early phases of the bargaining interaction. It is important to note that this theory was advanced by teacher negotiators who did not use fact-finding in the 1972 dispute.
Approximately eighty-one percent of the respondents agreed with the proposition. Many of these individuals reiterated earlier acknowledgements that they tend to withhold or defer concessions on major issues until the last possible moment. One respondent, seemingly a spokesman for this group said, "We don't bargain hard until deadlines are there, such as the opening of school." Another respondent explained why management must engage in a deferral of early bargaining commitments: "We do not give our best offer in early negotiations because when the fact-finder comes, he begins at the parties' last offer. If we made early commitments in pre-impasse talks, we would be pressured by the fact-finder to give up more during impasse bargaining." Two negotiators agreed with the proposition because they felt that fact-finding is a crutch which allows the parties to avoid facing the issues themselves. That is, the opportunity to let a third-party solve the problem precludes intensive direct negotiations between the parties.

As shown by the above data and TABLE 7, both teachers and management negotiators agreed with the proposition with teachers showing agreement to a lesser extent. Both sides contended that the availability or inevitability of fact-finding engenders the negative bargaining tactic which is
characterized by a deferral of concession-making in direct negotiations.

SUMMARY OF HYPOTHESIS IV

Contrary to the research accomplished by Perry, the information elicited from these forty-two respondents suggests that fact-finding is not a constructive social technology for resolving school bargaining disputes. Specifically, the fact-finding process was shown to have two serious defects: First, the availability of the method can cause both parties to engage in complacent bargaining tactics characterized by a withholding of concessions during early bargaining sessions primarily because they hold an assumption that public dissemination of a fact-finding report will elicit consumer pressure; such can prompt employer acquiescence to teacher demands. While consumer reaction to school bargaining impasses may have been a facilitating force in resolving teacher-management disputes in the early and mid 1960s, community participation in the early 1970s is difficult to achieve. Teachers in this study generally conceded that notwithstanding substantial efforts to involve the consumer in the dispute, such efforts failed to generate even minimal public concern. The source of this apathy may be that communities are becoming increasingly more tolerant of teacher disputes and work stoppages and are, therefore, less likely to react than they did in the last decade. Management tactics, also, take the form of reluctant bargaining. Under the assumption that teachers use fact-finding and subsequent community pressures as negotiating power, school management negotiators defer their concessions for later phases of bargaining.
Secondly, fact-finding appears to be a troublesome device because it intensifies the overt conflict which already exists. The advisory-voluntary nature of fact-finding gives the parties freedom to reject all or part of the recommendations. In the school districts where fact-finding was used, school management did reject the report, thus protracting intergroup conflict. One teacher summed up the dynamics in this way: "The board's refusal to accept a fact-finder's recommendations created further disruption and employee unrest. Opinions polarized, teachers were radicalized, and a teacher strike burst forth." Apparently, some public education negotiators are sensitive to the problems associated with fact-finding because in two of the seven districts investigated, fact-finding has recently been eliminated from the impasse machinery.

Finally, the data which are summarized in TABLE 7 seem to clearly support the thesis that fact-finding should not be used to resolve school impasses. Hypothesis IV is accepted.
### TABLE 7

**SUMMARY GRAPH FOR HYPOTHESIS IV COMPARING TEACHER NEGOTIATION REPRESENTATIVES' RESPONSES WITH SCHOOL MANAGEMENT NEGOTIATION REPRESENTATIVES' RESPONSES RELATIVE TO THE USE OF FACT-FINDING AS A METHOD FOR RESOLVING SCHOOL BARGAINING DISPUTES**

<table>
<thead>
<tr>
<th>Proposition</th>
<th>Respondents And Total Points Received</th>
<th>Amount Of Agreement Or Disagreement</th>
</tr>
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<td><strong>Proposition 3</strong></td>
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</tr>
<tr>
<td>Teachers (+5)</td>
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<tr>
<td>Management (+23)</td>
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<td>Teachers (+7)</td>
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<tr>
<td>Management (+13)</td>
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<tr>
<td><strong>Proposition 13</strong></td>
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<tr>
<td>Teachers (+3)</td>
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<tr>
<td>Management (+17)</td>
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<tr>
<td><strong>Proposition 18</strong></td>
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<tr>
<td>Teachers (+13)</td>
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<tr>
<td>Management (+8)</td>
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<tr>
<td><strong>Proposition 23</strong></td>
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<tr>
<td>Teachers (+5)</td>
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<tr>
<td>Management (+24)</td>
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<thead>
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<th>+20</th>
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<th>-10</th>
<th>-20</th>
<th>-30</th>
<th>-40</th>
<th>-42</th>
</tr>
</thead>
</table>

**AGREE**  **DISAGREE**
HYPOTHESIS V

Teacher negotiation representatives and school management negotiation representatives both agree that the arbitration strategy would not be an appropriate dispute settlement mechanism in public education bargaining impasses.

This hypothesis deals with the umpiring device called arbitration in which a third party determines salaries and other terms and conditions of employment. Arbitration is often advanced as a substitute for the strike. While this settlement device was not used in the school systems studied, it will be investigated to determine how school negotiators feel about the use of such a strategy. Propositions four, nine, fourteen, nineteen, and twenty-four pertain to this hypothesis.

Proposition 4: Contract disputes between teachers and boards of education should not be resolved by an impartial, outside authority who makes a final and binding decision.

TEACHER NEGOTIATION REPRESENTATIVES' RESPONSES

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<tbody>
<tr>
<td>0</td>
<td>(3) 14.2%</td>
<td>(1) 4.7%</td>
<td>(6) 28.9%</td>
<td>(11) 52.3%</td>
</tr>
</tbody>
</table>

(Total points received -25)

The scale shows that almost seventy-one percent of the respondents disagreed with the proposition. Those who disagreed reflected two positions: First, because of the emotional heat, mistrust, and irrationality which surrounds a negotiations impasse, an impartial, objective third party is needed to decide the issues. Secondly, the threat of third party intervention in the form of an arbitrator can promote more serious bargaining by school management.

The few teachers who agreed with the proposition maintained that an arbitration-umpire lacks knowledge of the school district which may lead
him to make inappropriate decisions.

SCHOOL MANAGEMENT REPRESENTATIVES' RESPONSES

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<tr>
<td>(14)</td>
<td>66.6%</td>
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<td>(4)</td>
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<td>(0)</td>
<td>(3)</td>
<td>14.2%</td>
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(Total points received +29)

The data reveal that nearly all of the respondents agreed with the statement. Rationale for agreement focuses on three main themes: (1) an itinerate arbitrator "flying in and out of a local school district" could leave the parties to implement difficult or irresponsible awards; (2) since an arbitrator is neither familiar with the school district or with public education, he may make decisions out of ignorance which the parties have to live with; and (3) third-party arbitration is an unlawful delegation of school boards' rights.

COMBINED RESPONSES

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<tr>
<td>(14)</td>
<td>33.3%</td>
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<tr>
<td>(7)</td>
<td>16.6%</td>
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<td>(1)</td>
<td>2.3%</td>
<td>(9)</td>
<td>21.4%</td>
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<tr>
<td></td>
<td>(11)</td>
<td>26.1%</td>
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</table>

(Total points received +2)

There was a divergence of thinking on this proposition. Teachers generally disagreed with the idea while school management respondents were in agreement.

Proposition 9: Compulsory binding arbitration, in which a third party intervenes to determine salaries and other terms and conditions of work, would tend to weaken the direct negotiations process.

TEACHER NEGOTIATION REPRESENTATIVES' RESPONSES

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<tbody>
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<td>(1)</td>
<td>4.7%</td>
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(Total points received -16)
As indicated by the scale, a large majority of teachers disagree with the proposition. In general, teachers felt that arbitration would strengthen rather than weaken the bargaining process. Some of the respondents speculated that the fear of losing an issue via a third-party conclusion would give impetus to the parties to bargain more seriously. Teachers especially felt that such fear would prompt good faith negotiations by school management. Briefly, this dispute resolution device may encourage settlement before arbitration. Three teacher negotiators, all from the same school district, favored arbitration because they had had a good experience with it when it was used to resolve an earlier impasse in 1970.

Teachers who evidenced dislike for arbitration did so on the grounds that it would invite a waiting syndrome—i.e., neither side would agree in advance but would tend to wait for the final step of arbitration.

SCHOOL MANAGEMENT REPRESENTATIVES' RESPONSES

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<tr>
<th>SA</th>
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<tbody>
<tr>
<td>(7) 33.3%</td>
<td>(10) 47.6%</td>
<td>(1) 4.7%</td>
<td>(2) 9.6%</td>
<td>(1) 4.7%</td>
</tr>
<tr>
<td>(Total points received +20)</td>
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</table>

The scale shows that more than eighty percent of the respondents agreed with the proposition. Management negotiators are critical of arbitration for at least four reasons: (1) this device would interfere with true negotiations; rather than negotiate between themselves, the parties would tend to wait for the final step to perform for the arbitrator. Concurrently, the tendency to wait would interfere with communication—i.e., the parties wouldn't listen to each other because they are pre-occupied with arbitration preparation; (2) there is a tendency to "hold
back̳̳̳ for arbitration. If arbitration lay at the end of the impasse procedure, neither party would give their best offers in direct negotiations; (3) the availability or possibility of an arbitrated settlement may prompt a "let-George-do-it" syndrome; and (4) an elected public body like a school board cannot give away its rights and responsibilities to an arbitrator. In addition to these perceived arbitration defects, several management negotiators displayed mistrust in the arbitration procedure because they had had a bitter experience with it in a previous impasse in which the arbitrator's awards favored the teachers' organization.

Among the few negotiators who disagreed, one stated, "If I knew an umpire was coming in to resolve the issue, I might negotiate differently in an effort to avoid an unfavorable award."

**COMBINED RESPONSES**

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<tr>
<td>(8)</td>
<td>19%</td>
<td>(12) 28.6%</td>
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<td>(Total points received +2.5)</td>
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The combined response scale shows that there is considerable disagreement among the respondents with respect to the proposition. Teacher negotiators generally desired the use of arbitration primarily because they felt it would promote serious bargaining on the part of school management. Conversely, school management negotiators disapproved of compulsory binding arbitration; their lack of faith in this device was founded on several rationale.
Proposition 14: As a means of impasse resolution, the parties should not have access to voluntarily submit the conflict issues to an impartial third party for a final and binding decision.

TEACHER NEGOTIATION REPRESENTATIVES' RESPONSES

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<td>0</td>
<td>(3) 14.2%</td>
<td>(2) 9.6%</td>
<td>(12) 57.1%</td>
<td>(4) 19%</td>
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(Total points received -17)

More than seventy percent of the respondents disagreed with the proposition. Some of the respondents disagreed with the idea because of the word "voluntarily." These teachers felt that arbitration must be compulsory or mandatory, otherwise school management would not agree to utilize this dispute settlement technique; that is, voluntaryism would promote another "impasse." Other teachers remarked that the potential loss of control by school management via any form of arbitration would motivate management negotiators to make better negotiation efforts in earlier stages of bargaining.

As to the few negotiators who agreed with the statement, one teacher thought that any form of arbitration would function to retard the negotiations process--i.e., the parties wouldn't negotiate meaningfully until the arbitration step was reached.

SCHOOL MANAGEMENT REPRESENTATIVES' RESPONSES

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<tr>
<td>(9) 42.8%</td>
<td>(7) 33.3%</td>
<td>(2) 9.6%</td>
<td>(3) 14.2%</td>
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</table>

(Total points received +22)

Approximately seventy-five percent of the respondents agreed with this proposition. Management negotiators found some similar faults with voluntary binding arbitration as they did with compulsory binding arbitration.
For example, they perceive voluntary arbitration as having the following defects: (1) it engenders a "let-the-arbitrator-solve-the-problem" syndrome; (2) arbitrators may not be knowledgeable about the specific school system or public education bargaining problems; and (3) a school board cannot abdicate its responsibilities to outsiders. In sum, these negotiators expressed the idea that bargaining is best without a third party.

One respondent favored the concept of voluntary binding arbitration but only if the arbitrator deals with salary issues and not curriculum issues.

**COMBINED RESPONSES**

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<tr>
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<td>21.4%</td>
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The combined response scale reveals that the respondents were in discord with respect to the use of voluntary binding arbitration. While teacher negotiators favored this impasse resolution device, school management negotiators categorically rejected it.

**Proposition 19:** As a means to resolve bargaining disputes, compulsory binding arbitration would deter the parties from reaching direct agreement by themselves.

**TEACHER NEGOTIATION REPRESENTATIVES' RESPONSES**

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More than eighty percent of the teacher respondents disagreed with the proposition. Rather than deter a direct agreement, teachers expressed a general feeling that the possibility of compulsory binding arbitration
would encourage early settlements. That is, the parties—especially school management—would negotiate earnestly to avoid an arbitrated settlement.

**SCHOOL MANAGEMENT REPRESENTATIVES' RESPONSES**

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The scale shows that most management negotiators agreed with the proposition. Several respondents voiced the idea that the arbitration process would force them to hold back offers in direct negotiations. As one negotiator said, "We couldn't expose our best offers until the third party comes." Other management negotiators were convinced that the teachers' organization would indiscriminately throw many demands into the arbitrator's "kettle" in hopes that the umpire would split the differences.

Among the negotiators who disagreed, several claimed that they would rather reach an early agreement than risk a dictated settlement by an arbitrator.

**COMBINED RESPONSES**

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<th>(5) 11.9%</th>
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<th>(6) 14.2%</th>
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Respondents showed dissimilar opinion over this proposition. Teacher negotiators strongly endorsed compulsory arbitration while management negotiators were equally opposed to the mechanism. The former group felt that such a device would motivate their opponents towards serious, good faith bargaining in direct negotiations. The latter group felt that an arbitrator "waiting in the wings" would slow down the settlement process. Specifically, teachers would hold out to the very end in hopes of gaining more while
management would hold out in hopes of saving more.

Proposition 24: Reliance upon third party arbitration, either compulsory or voluntary, would weaken the incentive for the parties to agree at the bargaining table.

**TEACHER NEGOTIATION REPRESENTATIVES' RESPONSES**

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<td>(2) 9.6%</td>
<td>(13) 61.8%</td>
<td>(4) 19%</td>
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</table>

(Total points received -19)

Almost eighty percent of the teachers disagreed with the proposition. The general feeling expressed was that the threat of arbitration can function to promote concession-making and settlement behavior in the earlier phases of bargaining. One teacher remarked, "To avoid the possibility that an arbitrator would rule against the association on any demand, I would bargain more seriously in pre-impasse talks." Other teachers speculated that school management would similarly bargain differently in order to avoid a possible negative arbitration award. In sum, deferment of compromises would be diminished by the potentiality of an arbitrator entering the scene.

**SCHOOL MANAGEMENT REPRESENTATIVES' RESPONSES**

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(Total points received +11)

A majority of management negotiators agreed with the concept that arbitration would interfere with the process of direct negotiations. In particular, some felt that both parties would postpone compromises for the arbitration step. As one negotiator said, "The parties would give up and not negotiate if arbitration were available in the impasse steps."
Another negotiator suspected that teachers would be especially inclined to wait for arbitration: "Why should the teachers' organization give in during mediation or fact-finding if binding arbitration is there to give them more."

Those in disagreement commented that arbitration would give incentive to settle. One negotiator said, "The possibility of arbitration might make us move faster to avoid a third party from telling us what to do." Another remarked, "If both sides know arbitration is there at the end of the tunnel, the uncertainty of his decision may stimulate earlier negotiations."

COMBINED RESPONSES

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<tr>
<td>(3) 7.1%</td>
<td>(12) 28.6%</td>
<td>(5) 11.9%</td>
<td>(18) 42.9%</td>
<td>(4) 9.5%</td>
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<td>(Total points received -2)</td>
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This scale shows a diversity of viewpoints among negotiators. As is true in all of the propositions relevant to hypothesis V, teachers endorsed arbitration while management objected to its use.

SUMMARY OF HYPOTHESIS V

The summary graph in TABLE 8 evidences the fact that the two groups of negotiators took opposite viewpoints with respect to the use of arbitration. Teachers, seemingly frustrated with the stalling tactics used by school management, believed that arbitration would (1) speed up the bargaining process; (2) encourage concession-making by their adversaries; and (3) motivate the management team to take the bargaining process seriously. School management negotiators criticized arbitration because
it (1) encourages the parties to defer their best offers until later phases of bargaining; (2) promotes a "let-the-arbitrator-solve-the-problem-for-us" attitude; (3) raises the problem of whether or not a board of education can delegate its rights and responsibilities to a third party; and (4) permits decision-making by an umpire who may neither be knowledgeable of the school district or the peculiar problems of public education. In brief, management negotiators in this study were convinced that school bargaining is best without a third-party arbitrator. In many respects, these negotiators offered the same criticisms as those advanced by authorities in labor-management relations.

A necessary fact to point out is that arbitration was neither available or utilized in the school systems investigated, but one district had employed this settlement device in a previous impasse. Therefore, it should be said that most of the respondents' rationale was based on speculation rather than direct experience.

Coincidentally, TABLE 8 shows that the disagreement points perfectly counter-balance the agreement points. Hypothesis V is, therefore, neither accepted nor rejected.
<table>
<thead>
<tr>
<th>Proposition</th>
<th>Teachers</th>
<th>Management</th>
<th>Total Points</th>
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<tbody>
<tr>
<td>4</td>
<td>-25</td>
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<td></td>
</tr>
<tr>
<td>9</td>
<td>-16</td>
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<td>+22</td>
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<tr>
<td>19</td>
<td>-19</td>
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<tr>
<td>24</td>
<td>-19</td>
<td>+11</td>
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</table>

**Summary Graph for Hypothesis V Comparing Teacher Negotiation Representatives' Responses with School Management Negotiation Representatives' Responses Relative to the Use of Arbitration as a Method for Resolving School Bargaining Disputes**

**Amount of Agreement or Disagreement**

- Agree: +10, +20, +30, +40, +42
- Disagree: -10, -20, -30, -40
HYPOTHESIS VI

Teacher negotiation representatives agree that the strike strategy should be available as a means to resolve collective bargaining disputes.

Hypothesis VI, as well as hypothesis VII, focused on the most controversial strategy for terminating bargaining impasses in public education, namely, the strike. This hypothesis suggests that teachers endorse the use of the strike; conversely, hypothesis VII estimates that school management negotiators are opposed to this device. Propositions five, ten, fifteen, twenty, and twenty-five relate to hypothesis VI and Hypothesis VII.

Proposition 5: State legislatures should authorize strikes by teachers at least where public health or safety is not thereby endangered.

TEACHER NEGOTIATION REPRESENTATIVES' RESPONSES

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<tbody>
<tr>
<td>(13) 61.8%</td>
<td>(8) 38%</td>
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(Total points received +34)

Teacher negotiators unanimously agreed with this statement. In general, agreement came from three viewpoints: First, since mediation and fact-finding failed to resolve the impasses and with binding arbitration not available, some device is needed to bring closure to the dispute. The strike can serve this function. Secondly, many teachers expressed the concern that school management will abuse its power position--i.e., they are reluctant to make compromises and concessions--when teachers are denied the right to strike. In other words, the strike makes the negotiations process function more efficiently because the parties have full equality at the bargaining table. Thirdly, teacher strikes do not imperil the health and safety of a community.
Proposition 10: The threat or actuality of a strike can function to promote an agreement making atmosphere.

**TEACHER NEGOTIATION REPRESENTATIVES' RESPONSES**

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<tr>
<td>(6)</td>
<td>28.9%</td>
<td>(12)</td>
<td>57.1%</td>
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<td>(3) 14.2%</td>
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(Total points received +21)

Teacher respondents were in almost total accord with this proposition. Agreement centered around the concept that collective bargaining is a power relationship in which the parties must be able to exercise power tactics--such as the strike--for the purpose of facilitating agreement. More specifically, strike threats and actual work stoppages bring pressures to both sides to settle. As one teacher said, "The strike was an instrument to get the school board's attention, and when they began to listen to us, bargaining was easier. The strike also forced us to examine our demands more carefully." Another teacher emphasized the importance of the power relationship by saying, "with the absence of binding arbitration and the choice of the school board to refuse the fact-finder's recommendations, the only power tool we had remaining was the strike."

Regarding the three teachers who disagreed with the statement, it is essential to note that all three represented the same school district. In this school system the board of education threatened to fire 414 teachers who engaged in the strike.
Proposition 15: Concession-making, compromises, or modification of bargaining positions by school management are likely to be generated when a teachers' organization threatens to strike.

TEACHER NEGOTIATION REPRESENTATIVES' RESPONSES

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<tr>
<td>(6)</td>
<td>28.9%</td>
<td>(9) 42.8%</td>
<td>(2) 9.6%</td>
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(Total points received +16)

Approximately seventy percent of the respondents agreed with this statement. Fundamentally, agreement centered on the belief that negotiations is essentially a compromise and balancing of opposing pressures of two social groups. Furthermore, as a means to achieve compromise, teachers must process specific forms of bargaining power--e.g., the strike threat or the actuality of the strike. Several teachers, however, qualified their affirmative responses to this proposition by pointing out that strike threats are less effective when the other party is experienced in the bargaining process. In other words, a highly sophisticated school management can mitigate the effectiveness of a teachers' strike.

Among the teachers who disagreed with the statement, several offered the idea that threats by themselves do not influence the opponent. Accordingly, one teacher reported, "The school board thought we were only bluffing and were not serious about a teacher walk-out."

Proposition 20: Teachers should be allowed the "modified right to strike." That is, they could legally strike but only after either mediation or fact-finding procedures have failed to resolve the bargaining dispute.

TEACHER NEGOTIATION REPRESENTATIVES' RESPONSES

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(Total points received +22)
The scale reveals that teachers unanimously agreed with the statement. Agreement generally came from two directions: First, the respondents clearly reiterated their belief that teachers should be granted the legal right to strike. In particular, teachers should be entitled to strike because (1) a work stoppage by teachers does not endanger community health or safety, and (2) the strike right has been granted to other employees in both the public and private sector. Secondly, the respondents maintained that all available alternatives or possibilities for impasse resolution--such as mediation--should be exhausted prior to a teachers' strike.

Proposition 25: The threat or actuality of a strike during or following the mediation process would tend to increase the number of settlements in mediation.

<table>
<thead>
<tr>
<th>TEACHER NEGOTIATION REPRESENTATIVES' RESPONSES</th>
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<tr>
<td>SA</td>
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<tr>
<td>(4) 19%</td>
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<td>(Total points received +20)</td>
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Nearly all of the respondents agreed with this statement. Agreement focused on the belief that pressure is a prerequisite to good faith bargaining on the part of school management. One teacher typified the assumption in this manner: "Our school board took a stubborn, unyielding position in both pre-impasse and impasse talks and began to compromise only when we withheld our services." The need for a pressure environment was explained by another teacher in this way: "The strike threat or actual work stoppage gives the mediator pressure tools to use on both parties and this pressure encourages compromises." Another teacher argued that
if strikes were legal and injunctions were not available, mediated settlements would be increased.

**SUMMARY OF HYPOTHESIS VI**

TABLE 9 graphically demonstrates that hypothesis VI is accepted. It is not surprising that teacher negotiators who engaged in a work stoppage would rationalize such behavior. However, it is noteworthy that the rationale expressed by teachers is nearly identical to the rationale articulated by experts in the field of collective bargaining who are proponents of the right to strike. As examples, teacher negotiators and authorities agree on the following principles:

1. Teacher strikes must be differentiated from other public employee strikes because they do not usually precipitate a health or safety crisis. Consequently, teacher strikes should be legalized. A legislative ban on strikes, accompanied by penalties, would interfere with the effective development of teacher collective bargaining and specifically would not facilitate resolution of bargaining impasses.

2. Teacher strikes facilitate impasse resolution because they exert reciprocal pressures upon the parties which can produce a settlement. Because strikes provide a proper balance of strength and risk on each side of the bargaining table, neither party can afford to act irrationally or irresponsibly. "The fruits of peace are generally far greater than the spoils of war."\(^1\) Moreover, in some instances there is

---

evidence that school management negotiators, consciously or not, rely upon the ban on strikes as a license for the arbitrary exercise of prerogatives and as immunity against their failure to negotiate in good faith with employees.¹

(3) Collective bargaining in public education is a power relationship which is stabilized when the contending parties have equal bargaining power. Specifically, the threat or actuality of a power source such as the strike promotes the necessary power balance which underpins the successful resolution of school negotiation impasses.

HYPOTHESIS VII

School management negotiation representatives agree that the strike strategy should not be available as a means to resolve collective bargaining disputes.

In contrast to hypothesis VI, this hypothesis suggests that school management negotiators disagree with teacher negotiation representatives with respect to the use of the strike. Propositions used to test this hypothesis are the same as those used for hypothesis VI.

Proposition 5: State legislatures should authorize strikes by teachers, at least where public health or safety is not thereby endangered.

SCHOOL MANAGEMENT REPRESENTATIVES' RESPONSES

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<tr>
<td>0</td>
<td>(4) 19%</td>
<td>(2) 9.5%</td>
<td>(7) 33.3%</td>
<td>(8) 38%</td>
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</table>

(Total points received -19)

The response scale reveals that a large majority of management negotiators disagreed with the above proposition. The respondents believed that strike prohibitions should continue in the school bargaining context primarily because teachers provide an essential service which should not be disrupted. Other management negotiators would continue strike restrictions because teachers could utilize authorized work stoppages as a means to further erode the power of local boards of education. Several respondents would continue no-strike laws simply because alternate impasse resolution devices can be used.

Among the few negotiators who agreed with the proposition, two did not object to dejure strikes because they were happening defacto anyhow. Another respondent expressed the idea that teacher strikes do not endanger
Proposition 10: The threat or actuality of a strike can function to promote an agreement-making atmosphere.

**SCHOOL MANAGEMENT REPRESENTATIVES' RESPONSES**

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<td>13</td>
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There is a diversity of thinking among the respondents with respect to the above statement. The negotiators in agreement commented that the inconveniences of the strike motivated them to negotiate more seriously towards an agreement. The "inconveniences" included complaints from parents, extra bargaining sessions, and the disruption of the educational program.

Those in disagreement offered the following viewpoints: (1) Most importantly, teacher strikes do not frighten school boards as they used to in the decade of the 1960s when the strike phenomenon was surrounded with mystery and fear; (2) threats and work stoppages polarize and solidify the sides even more and thus make agreement more difficult. As one negotiator reported, "Because the strike threat raised the temperature of the school board, barriers were built which interfered with agreement;" (3) when school management is supported by a majority of the community, the strike does not promote agreement; and (4) since a teacher strike can save the school board money, there is no hurry to reach agreement on the contract dispute.
Proposition 15: Concession-making, compromises or modification of bargaining positions by school management are likely to be generated when a teachers' organization threatens to strike.

SCHOOL MANAGEMENT REPRESENTATIVES' RESPONSES

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<td>(2) 9.6%</td>
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(Total points received -2)

The response scale indicates that there is a considerable lack of agreement on this proposition. Negotiators who supported the statement alluded to the concept which is sometimes referred to as either the "cost of withholding consent" or the "cost of disagreement." Specifically, these "costs" included the political embarrassment of allowing the disruption of the educational program. In other words, these respondents suggested that the costs, punishments, and embarrassments attendant a strike foster concession-making by school management.

Negotiators who disagreed with the statement, reiterated their beliefs about the strike: (1) strike threats early in the bargaining season tend to solidify school management; (2) absence of public sentiment during a strike or strike threat reinforces a school board's adamant bargaining position; and (3) annual strike threats by a teachers' organization eventually lose their effectiveness, credibility, and mystique to the point where school management is no longer afraid of a strike actuality. In sum, the existence of these three strike-threat factors impede rather than generate settlement behavior by the school management team.
Proposition 20: Teachers should be allowed the "modified right to strike." That is, they could legally strike but only after either mediation or fact-finding procedures have failed to resolve the bargaining dispute.

SCHOOL MANAGEMENT REPRESENTATIVES' 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>(1)</td>
<td>4.7%</td>
<td>6</td>
<td>0</td>
<td>9</td>
<td>23.8%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(Total points received -11)

About 67% of the respondents disagreed with the proposition. Among these respondents, the general feeling was that teachers should not be allowed to strike under any circumstance. One particular reason was given for this generalization, namely, that education is an "essential service" which should not be disrupted by a teachers' strike.

Those in agreement accepted the concept of the limited or "modified right to strike" basically because strike rights are enjoyed by other employee groups.

Proposition 25: The threat or actuality of a strike during or following the mediation process would tend to increase the number of settlements in mediation.

SCHOOL MANAGEMENT REPRESENTATIVES' 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>(2)</td>
<td>9.6%</td>
<td>9</td>
<td>5</td>
<td>3</td>
<td>9.6%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(Total points received +6)

While management negotiators had mixed feelings about this idea, the scale reveals that a majority agreed with the statement. Agreement essentially centered on the idea that mediation under pressure leads more quickly to resolution than mediation without pressure. One negotiator summed up the idea in this way: "To be honest, I respond to the strike to get rid of it; therefore, the strike pressure would probably help the mediation process."
Most of the negotiators disagreed because they felt that the strike tends to polarize the parties into a "win-lose" situation. As one respondent said, "A strike converts an economic dispute into a raw power struggle to find out who's stronger."

Among the undecided, some argued that better ways than the strike must be invented to resolve bargaining impasses.

**SUMMARY OF HYPOTHESIS VII**

While the total net points amassed by the respondents and shown in TABLE 9 would confirm hypothesis VII, it is compulsory to point out that school management negotiators show some ambivalence toward the use of the strike. For example, these negotiators agreed that (1) the "costs" concomitant to a strike facilitate more serious bargaining on their part, and (2) the pressures of a strike may prompt more settlements in mediation.

Management negotiators maintained that strikes should not be legalized in any form. Furthermore, with respect to the question, "should state legislatures authorize teacher strikes at least where public health or safety is not endangered," more than seventy percent answered in the negative notwithstanding the fact that none of the management respondents claimed that the teacher strike which occurred in their district imperiled community health or safety.

**SUMMARY OF HYPOTHESIS VI AND HYPOTHESIS VII**

In comparing responses of teacher negotiators and school management negotiators to the same propositions, TABLE 9 indicates the following trends: (1) the two groups disagreed with respect to legalizing teacher strikes; (2) both groups agreed that the threat or actuality of a strike
can function to promote an agreement-making atmosphere; (3) the two groups took opposite viewpoints relative to the thesis that strikes can prompt school management to make bargaining concessions. However, it is noteworthy that management negotiators exhibited a divergence of opinion on this idea; (4) the two groups of negotiators assumed contrasting positions on the "modified right to strike" concept; and (5) the two groups agreed that the pressures of a strike threat or actual work stoppage would increase the number of settlements in mediation.
TABLE 9
SUMMARY GRAPH FOR HYPOTHESIS VI AND HYPOTHESIS VII CONTRASTING TEACHER NEGOTIATION REPRESENTATIVES' RESPONSES WITH SCHOOL MANAGEMENT REPRESENTATIVES' RESPONSES RELATIVE TO THE USE OF THE STRIKE AS A MEANS TO RESOLVE SCHOOL BARGAINING DISPUTES

<table>
<thead>
<tr>
<th>Propositions, Respondents And Total Points Received</th>
<th>Amount Of Agreement Or Disagreement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposition 5</td>
<td></td>
</tr>
<tr>
<td>Teachers (+34)</td>
<td></td>
</tr>
<tr>
<td>Management (-19)</td>
<td></td>
</tr>
<tr>
<td>Proposition 10</td>
<td></td>
</tr>
<tr>
<td>Teachers (+21)</td>
<td></td>
</tr>
<tr>
<td>Management (+2)</td>
<td></td>
</tr>
<tr>
<td>Proposition 15</td>
<td></td>
</tr>
<tr>
<td>Teachers (+16)</td>
<td></td>
</tr>
<tr>
<td>Management (-2)</td>
<td></td>
</tr>
<tr>
<td>Proposition 20</td>
<td></td>
</tr>
<tr>
<td>Teachers (+22)</td>
<td></td>
</tr>
<tr>
<td>Management (-11)</td>
<td></td>
</tr>
<tr>
<td>Proposition 25</td>
<td></td>
</tr>
<tr>
<td>Teachers (+20)</td>
<td></td>
</tr>
<tr>
<td>Management (+6)</td>
<td></td>
</tr>
</tbody>
</table>
SUMMARY

The presentation and analysis of data in this chapter has shown what impasse resolution strategies teachers and school management negotiation representatives prefer to employ in the event of a negotiations impasse, and consequently, has provided a clue to this important question: What are the most effective methods of impasse resolution in public education labor disputes?

With respect to the five methods investigated, teacher negotiation representatives preferred to use the following four methods: (1) the strike; (2) arbitration; (3) the human relations method; and (4) mediation. The T-test statistical tool was used to refine this preference. TABLE 10 shows a pair-wise comparison which allows us to rank or prioritize the four preferences. In reading this TABLE, the following conclusions can be drawn:

(1) In comparing the strike strategy to arbitration, the T-test shows no significant difference between the means of the two methods. Interpreted, it appears that teachers' preference between the two methods is evenly divided; that is, while they prefer both methods, they have exhibited no significant preference for either method.

(2) In comparing the strike strategy to the human relations method, the T-test shows a significant difference between the two means. Interpreted, it seems that the difference of this magnitude is not due to chance variations in preference, but it is probably due to the fact that a real difference exists in teachers' preference. That is, we have no reason to think that teachers like the two methods equally well. The evidence seems to indicate a tendency to prefer the use of the strike to the use of the
(3) In comparing the strike strategy to mediation, the T-test shows a significant difference between the two means. Interpreted, it seems that the difference of this magnitude is not due to chance variations in preference, but it is probably due to the fact that a real difference exists in teachers' preference. To state the conclusion differently, we have no reason to think that teachers like the two methods equally well.

(4) In comparing arbitration to the human relations strategy, the T-test shows no significant difference between the two methods. Interpreted, it appears that teachers' preference between the two methods is equally divided; that is, while they prefer both methods, it appears that teachers are undecided about which resolution device should be used during an impasse because they have exhibited no significant preference for either method.

(5) In comparing arbitration to mediation, the T-test shows a significant difference between the two means. Interpreted, it seems that a difference of this magnitude is not due to chance variations in preference, but rather, it is probably due to the fact that a real difference exists in teachers' preference. That is, the statistical evidence seems to indicate a tendency for teachers to prefer the use of arbitration to the use of mediation when resolving school bargaining impasses.

(6) In comparing the human relations method to mediation, the T-test shows no significant difference between the means of the two methods. Interpreted, it appears that teachers' preference between the two methods is evenly divided; that is, while teachers prefer both methods, it appears that they are undecided about which resolution device to use in the event of an impasse because they have exhibited no significant preference for
either method.

With respect to school management negotiation representatives' preference, this chapter revealed that these negotiators preferred to use only two of the five strategies investigated: (1) the human relations method and (2) mediation. While TABLE 11 shows the means as 2.57 and 3.38 respectively, the T-test used in the pair-wise comparison indicates that the difference in preference is not significant. Restated, while there is a difference in means, the difference is not significant to warrant a conclusion that these negotiators prefer one method over the other. In brief, in the event of a bargaining impasse, either method would be desirable.

Other important conclusions can be drawn from the data in this chapter:

(1) While teachers accepted the strike strategy, school management negotiators rejected the strike.

(2) While teachers accepted arbitration, school management negotiators rejected this method.

(3) Both groups rejected fact-finding as a means to resolve public school bargaining disputes.

(4) Both groups endorsed the mediation and human relations method as strategies to resolve bargaining impasses.
TABLE 10

THIS TABLE SHOWS A PAIR-WISE COMPARISON OF FOUR IMPASSE RESOLUTION METHODS AS PREFERRED BY TEACHER NEGOTIATION REPRESENTATIVES

<table>
<thead>
<tr>
<th>Impasse Resolution Method</th>
<th>Mean a</th>
<th>Strike Method</th>
<th>Arbitration Method</th>
<th>Human Relations Method</th>
<th>Mediation Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>Strike</td>
<td>5.38</td>
<td>-</td>
<td>.81</td>
<td>3.35*</td>
<td>4.59*</td>
</tr>
<tr>
<td>Arbitration</td>
<td>4.52</td>
<td>-</td>
<td>-</td>
<td>1.66</td>
<td>2.86*</td>
</tr>
<tr>
<td>Human Relations</td>
<td>2.85</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>1.36</td>
</tr>
<tr>
<td>Mediation</td>
<td>1.38</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

*Significant difference of preference in the two methods at the .05 level of confidence.

TABLE 11

THIS TABLE SHOWS A PAIR-WISE COMPARISON OF TWO IMPASSE RESOLUTION METHODS AS PREFERRED BY SCHOOL MANAGEMENT NEGOTIATION REPRESENTATIVES

<table>
<thead>
<tr>
<th>Impasse Resolution Method</th>
<th>Mean a</th>
<th>Human Relations Method</th>
<th>Mediation Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>Human Relations</td>
<td>2.57</td>
<td>-</td>
<td>.93</td>
</tr>
<tr>
<td>Mediation</td>
<td>3.38</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

aMeans were computed by (1) determining the algebraic sum of the pluses and minuses and (2) dividing these sums or total values by the number of respondents, which is twenty-one. The total values possibly attained by each respondent ranges from +10 to -10.
CHAPTER V

CASE STUDIES: BACKGROUND DATA—POLITICAL FACTORS, BARGAINING RELATIONSHIPS, AND IMPASSE PROCEDURES IN THREE SELECTED SCHOOL DISTRICTS

Chapters V and VI incorporate the third phase of the study which is a case study analysis of three of the seven school systems for the purpose of clarifying or identifying any salient factors which may have influenced the impasse resolution process in those school systems. The information for the case studies was collected in personal interviews by using an open-ended questionnaire (see APPENDIX B). This guide was administered to eighteen negotiation representatives who also participated in the phase two interview. The data are placed in a modified case study form. These three districts were selected for case study analysis on the basis of (1) the quantity of information obtained about the district; (2) the number of impasse steps used to resolve the bargaining dispute; and (3) the representative nature of the districts.

The purpose of this chapter is to present basic background information of the three districts. The presentation will focus on three specific conditions operating at the time of the impasse occurrence:

(1) the political factors affecting each of the parties at the time of the impasse;

(2) the history of the collective bargaining relationship between the teacher organization and school management; and
(3) the impasse procedures called for in the formal collective bargaining agreement under which the parties operated at the time of the dispute.

Political Factors

Power, which is broadly defined as the ability of one group to control, influence, or determine the behavior of another group,\(^1\) is an integral part of the political structure and status of the parties and should be considered when evaluating the effectiveness of any impasse procedure. In particular, the "political structure of the parties will determine the weight assigned to the demands of various constituent groups in decisions as to bargaining positions and final commitments. The political status of the parties will determine the strength of commitments to positions and influence decisions regarding the use of power in support of those commitments."\(^2\)

The Collective Bargaining Relationship

In the state of Illinois, notwithstanding the absence of a school bargaining statute, a formal teacher-board relationship can be established in a local school system as a result of negotiations between the two parties. For example a local collective bargaining contract may force the board of education to recognize and negotiate an agreement with teacher representatives. In addition to such formal relationships, a number of informal relationships can be established; a summary of some of the different systems of informal bargaining relationships is shown in Figure 1.


\(^{2}\)Perry, op.cit., pp. 35-36.
FIGURE 1
COMPARISON OF THEORETICAL MODELS OF COLLECTIVE BARGAINING RELATIONSHIPS

<table>
<thead>
<tr>
<th>Conflict</th>
<th>Containment</th>
<th>Accommodation</th>
<th>Cooperation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Militant</td>
<td>Armed Truce</td>
<td>Working Harmony</td>
<td>Union-management Cooperation</td>
</tr>
</tbody>
</table>

Model 1

Model 2

Model 3

\(^a\) Wortman and Randle, *op.cit.*, p. 29.
Impasse Procedures In The Collective Bargaining Agreement

The National Labor Relations Act, a 1935 law which made the collective bargaining process famous in the private sector, eventually became a model to follow by public sector employment. This act, more commonly known as the Wagner Act, includes the following important elements: (1) the right to organize and bargain; (2) representation procedures; (3) appropriate bargaining units; (4) unfair practices; (5) the scope of bargaining; and (6) the resolution of bargaining impasse. As has been indicated, this latter element is the most critical issue in public education collective bargaining. Indeed, the heart of a teacher negotiations law or agreement is its provision for resolving disputes over wages and other contract issues. ¹

DISTRICT 1

District 1 is a unified school district with a school population of 10,600 students. The school system employs 675 teachers, who at the time of the impasse, were represented in negotiations by the local teachers' association, an affiliate of the Illinois Education Association. Since a major university is found in the community, education can be seen as the main "industry." The community population totals 59,000.

The Political Considerations

Regarding political factors of the teachers' association, several administrative negotiators were aware that the parent association, the

Illinois Education Association, was experiencing two significant internal problems, namely, fiscal problems of high debt and a decrease in membership, and that such problems had an impact on the 1972 negotiations. It was apparent to these administrators that to surmount these two related problems, the Illinois Education Association, via its local affiliate, would need to demonstrate highly visible, militant, and productive negotiation services to its teachers. As one administrator stated, "We anticipated that the IEA local would try to build membership by asserting itself militantly and thus, we braced for its eventual display."

Regarding political factors affecting school management, the most significant aspect revolved around community unconcern. Throughout the entire impasse proceedings of mediation, fact-finding, and the strike, the community in general, did not intervene to voice a demand for resolution of the bargaining conflict. All management negotiators interpreted the silence of the citizenry as support for their bargaining positions during the impasse, and thus, school management found it easy to take uncompromising positions. One administrative negotiator judged that the community apathy partially resulted from the acquiescence shown by the university faculty relative to their own salaries and working conditions. In brief, his analysis was as follows: a militant and vociferous university staff can serve to inform and energize a community, which in turn, creates a community climate conducive to community activity in public education bargaining disputes. University quietness, conversely, facilitates community quietness. While the community as a whole was not drawn into the impasse, one civic group did respond, namely, the Chamber of Commerce, who opposed any tax rates which may have resulted by increases in teacher salaries.
Their response was one of hostility toward the teachers' association and their denunciation of teacher viewpoints further promoted school management to be intransigent or immovable during the impasse procedures.

The History Of The Collective Bargaining Relationship

While the teachers' organization and school management have been negotiating since 1963, the period between 1963 and 1965 was perceived by one teacher negotiator as a time characterized as a "mutual admiration society" in which neither party negotiated from strong, demanding positions. The years between 1965 and 1972, however, were viewed by all respondents as a period of stress and escalation of intergroup bargaining conflict. At least one formal impasse was reached during this time—in 1971—in which mediation was used to resolve the dispute.

The interviewees suggested several factors which may have contributed to the growth of employee-employer conflict: (1) teacher organization leaders were being trained by the state teachers' association (Illinois Education Association) to be "teacher union organizers"; such training in how to effectively mobilize teacher collective power tended to radicalize teacher leaders and prompted teachers to aggressively seek more power; (2) the board of education resented the collective bargaining relationship because the process diluted the board's "power pie." According to one teacher negotiator, the contractual obligations created by the formal collective bargaining process cut into the power pie. As the board of education realized that their power and decision-making autonomy were declining, there was a subsequent attempt to protect their power position by assuming increasingly inflexible positions during bargaining. Overt, intergroup con-
Conflict began to evolve as the board and the teachers organization engaged in a restructuring of power relations resembling a power "tug-of-war;" that is, conflict was evidenced as the teacher organization sought more decision-making power via collective bargaining while the board fought to maintain its traditional power differential situation.

Impasse Procedures Of The Collective Bargaining Agreement

The collective bargaining agreement which was in effect at the time of the teacher-board impasse called for both mediation and fact-finding in the event of an impasse. As to mediation, the contract stated that if agreement was not reached on all items by May 1, 1972, either party could request the mediation services of the Federal Mediation and Conciliation Service. Furthermore, such a request must be honored by the other party. Regarding the mediation request, it should be noted that the teachers' organization initiated the request. The agreement further delineated how the mediator was to function; that is, he would have the authority to confer separately or jointly with the parties and could take any other steps appropriate in order to persuade the parties to resolve their differences and effect an agreement; however, the mediator could not, without the consent of both parties, act as a fact-finder or recommend terms of settlement.

The agreement then indicated that if mediation was unsuccessful in resolving the bargaining dispute, each party could invoke the fact-finding procedure by June 1, 1972; once again, it was the teachers' organization which called for fact-finding. Like mediation, the impasse provisions of
the contract spelled out several specific responsibilities of the fact-finding process: (1) the fact-finder must be selected from the American Arbitration Association; (2) he would hold necessary hearings and thus provide adequate opportunity for both parties to testify fully and present evidence regarding their respective positions; (3) the fact-finder was then required to issue a written report recommending a basis for the settlement of the disagreement within thirty days after his appointment; (4) within ten days from the receipt of the fact-finder's written report, both parties were required to notify the fact-finder of their acceptance or rejection of his recommendations and reasons for non-acceptance; (5) if no agreement was reached within ten days from receipt of the fact-finder's report, the responses of the parties would then be added to the fact-finder's initial report and then released to the public.

Regarding these two impasse resolution procedures, several salient observations are necessary: (1) the teachers' organization initiated both mediation and fact-finding; (2) the fact-finder's report covered fifty-five issues; (3) while the teachers accepted the report in total, the school board rejected most of the recommendations and accepted others. However, since the board did not accept the recommendations intoto, the report was essentially rejected; (4) total time involving the two impasse steps covered about seventy days; (5) impasse provisions in the contract did not provide for a third step in the event of unsuccessful fact-finding. In reality, however, the strike terminated the impasse; (6) the new contract, which is a two-year agreement, now provides for one rather than two distinct impasse steps. Specifically, a mediator shall attempt to persuade the parties to reach agreement, and if unsuccessful, he shall have the option of making a
written public report recommending a basis for the settlement of the disagreement. In essence, the new impasse provision makes the individual mediating both a mediator and a fact-finder. This quasi one-step impasse procedure reflects the viewpoint that both parties perceived the 1972 fact-finding as a nuisance procedure rather than a valuable asset in resolving bargaining disputes. In view of the fact that fact-finding was a time consuming process which exacerbated rather than reduced the 1972 impasse conflict, this is a favorable decision.

DISTRICT 2

District 2 is a unified school district with a school population of 12,600 students. The school system employs 699 teachers, who at the time of the impasse were represented in negotiations by a local affiliate of the Illinois Education Association. The community population numbers 55,000.

The Political Considerations

Several political considerations need to be mentioned about this district. One of the most important political factors in this school district is the diversity of the community. The community is considered to be a "bedroom district" with most of the residents employed outside the district boundaries. Two-thirds of the land is farmed and manufacturing takes place along a river which runs through the district. In general, the community can be characterized as conservative, low middle-class, and blue collar. In addition, the community did not become involved in the teacher-board negotiations dispute.

Another significant political factor had to do with the president of the board of education. This individual had been board president for six
years, and according to several teachers, was a dominant personality who held an anti-union attitude. This alleged attitude seemed to be accurate because he (1) refused adamantly to hire union employees in his own place of employment, and (2) encouraged the board of education to fire the 414 teachers who engaged in the six-day strike.

Another political factor was a reflection of the personality of the teachers' organization. One teacher respondent explained it in this way: "Our organization was once strictly a tea and cookie social group, but in the mid-1960's, we developed into a militant pushy organization." This change in teacher organization behavior was resented by school management who condemned not only the local teachers' organization but the Illinois Education Association, who as one management negotiator argued, "influenced and agitated the local teachers to be militant, aggressive, and irresponsible."

The History Of The Collective Bargaining Relationship

Prior to the six-day strike in 1972, collective bargaining conflict had been in evidence. Formal impasses had been declared in 1971 and 1970 with the mediation procedure used in both years to resolve the dispute. It is important to note that while a contract was agreed upon at the end of the 1972 strike, the school board refused to bargain a 1973-74 contract with the teachers' organization, thus determining salaries and working conditions unilaterally.

Impasse Procedures Of The Collective Bargaining Agreement

The collective bargaining agreement which was in effect at the time of the teacher-school management bargaining dispute, called for both mediation
and fact-finding in the event of a bargaining impasse. As to mediation, the contract stated that if agreement was not reached on all items prior to May 1, either party could declare an impasse and call for a mediator. The mediator, who was not restricted to the Federal Mediation and Conciliation Service, was required to meet with the parties either jointly or separately for the purpose of persuading the parties to resolve their differences. The mediator was prohibited from making public findings of fact or recommended terms of settlement.

If mediation was unsuccessful in resolving the dispute, the parties were required to utilize fact-finding. Fact-finding in this instance involved a three man committee with one member selected by the Board of Education, one member selected by the teachers' organization, and one neutral member, chosen by the other two members, served as chairman. This committee held hearings to provide opportunity for the parties to testify on and present evidence regarding their respective positions. At the conclusion of the hearings, the fact-finding chairman—who was chosen from the American Arbitration Association—made a written report recommending a settlement. These recommendations were required to be made public by either party but were advisory only and could not be binding on either party. Twenty-five issues were dealt with in the fact-finding report. Regarding endorsement of the report, neither party accepted the fact-finder's recommendations in toto; each side accepted what they liked and rejected what they did not like. While the teachers' organization desired to continue negotiations on the fact-finder's report, the school board instead, unilaterally adopted items in the report. This action, according to the teacher respondents, precipitated the six-day strike.
District 3 is a unified school district with a school population of 5,300 students. The district employs 250 teachers, who at the time of impasse, were represented in negotiations by a local affiliate of the Illinois Education Association.

The Political Considerations

The community, which has a population of 11,190, is labeled as a "bedroom district" with most of the working class employed outside of the community. Other members of the community are farmers and about 1000 people are employed at the county court house. A state supported university is located within this school system which includes six townships. Most of the interviewees described the community as conservative. In general, the community did not become visibly involved in the three-day teachers' strike.

The History Of The Collective Bargaining Relationship

The bargaining relationship from 1968 to 1972 was characterized as conflictful. During this five-year period, impasses were reached each year with mediation and/or fact-finding used to resolve the disputes. Fact-finding was employed in the 1970 and 1971 impasses, but each time, the school board rejected the recommendations or failed to act on the report. "Eleventh-hour settlements" occurred during these two years.

According to several management negotiators, the last five years has evidenced growing teacher militancy within the district. These respondents were convinced that the new aggressiveness was prompted by the state teachers' union (the Illinois Education Association), and consequently, resentful attitudes were directed at the parent organization. Such hostility was
expressed by one negotiator in this way: "We felt we were negotiating with the state education association rather than with our local teachers."

**Impasse Procedures In The Collective Bargaining Agreement**

The impasse procedures available at the time of the 1972 dispute called for both mediation and fact-finding. Regarding mediation, the contract stated that a mediator from the Federal Mediation and Conciliation Service would be jointly requested if agreement was not reached on all items before June 1. The mediator was required to meet with the parties either jointly or separately in an effort to persuade the disputants to resolve their differences. The mediator was prohibited from making findings of fact or recommending terms of settlement. A unique element of the mediation process required the parties to give their "last offers on unsettled items" if mediation had failed to resolve the dispute prior to June 25. The federal mediator ultimately transmitted the last offer of both parties to the fact-finder. It is interesting to note that this mediation tactic was eliminated in subsequent impasse procedures.

If mediation failed to resolve the impasse, a fact-finder from the American Arbitration Association was to be selected. The fact-finder held hearings to determine facts and subsequently recommended terms of settlement in writing to both parties. This report, which was advisory only, was required to be released to the public by the fact-finder if agreement was not reached.

In contrast to the number of issues submitted to the fact-finding process in the other two districts, this fact-finder deliberated on only five issues: class size, sick leave, binding arbitration in the grievance
procedure, severance pay, and salary. Regarding endorsement of the fact-finder's recommendations, the teachers' association accepted the report but the board of education rejected it. The board's refusal to accept the report angered the teachers into a three-day work stoppage.

SUMMARY AND ANALYSIS

This chapter has presented a background of three school systems with respect to political factors, the collective bargaining relationship, and the impasse procedures available to the parties during the dispute. A summary of some of the data is shown in TABLE 12. Several speculations or conclusions could be expressed as a result of investigating these districts.

Political Considerations:

(1) Anti-teacher organization attitudes held by school management members will clash with militant teacher collective action, thus continuing the struggle for power in public education. Furthermore, such power struggles will diminish the effectiveness of those impasse resolution devices which are political in nature--e.g., fact-finding.

(2) A conservative, indifferent, or apathetic attitude by the consumers of education--i.e., the community--during a bargaining crisis will tend to dilute the effectiveness of a political impasse procedure such as fact-finding.

The Collective Bargaining Relationship:

(1) All three districts show a bargaining relationship characterized by intergroup conflict. Indeed, when they are matched with Figure 1, the formal relationship resembles "conflict," "militant opposition," and
"aggression and resistance."

(2) During a period when the collective bargaining process is decreasing the board's power while at the same time increasing teachers' power, any impasse procedure which involves the aspect of voluntaryism--such as fact-finding--will probably be rejected by the party in power.

The Impasse Procedures:

(1) The impasse procedures used in the three districts are representative of dispute settlement procedures called for by either state legislation or local collective bargaining agreements.

(2) Fact-finding was not a solution to the impasse because the fact-finder in most instances was burdened with an overwhelming number of issues to resolve. Furthermore, fact-finding seemed to be unsuccessful because its advisory nature permitted one or both parties to reject the report. In all three cases, the recommendations were unacceptable, and closure of the dispute was not achieved until a teacher strike occurred.
<table>
<thead>
<tr>
<th>District</th>
<th>Community Population</th>
<th>Student Population</th>
<th>Number Of Teachers</th>
<th>Political Factors And Community Characteristics</th>
<th>Collective Bargaining History</th>
<th>Contractual Provisions For Resolving Impasse</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>59,000</td>
<td>10,600</td>
<td>675</td>
<td>University town; conservative community; militant posture taken by teachers</td>
<td>Conflict-ful</td>
<td>Mediation followed by voluntary fact-finding with advisory recommendations.</td>
</tr>
<tr>
<td>2</td>
<td>55,000</td>
<td>12,600</td>
<td>699</td>
<td>Anti-teacher union attitude by school board president; board resentful of collective bargaining process; growing militancy by teachers; bedroom district; farming; some manufacturing.</td>
<td>Conflict-ful</td>
<td>Mediation followed by required fact-finding with advisory recommendations.</td>
</tr>
<tr>
<td>3</td>
<td>11,190</td>
<td>5,300</td>
<td>250</td>
<td>University town; school board resentful of bargaining process; growing militancy by teachers; bedroom district; farming; conservative.</td>
<td>Conflict-ful</td>
<td>Mediation followed by required fact-finding with advisory recommendations.</td>
</tr>
<tr>
<td>District</td>
<td>Number of Issues Taken Into Fact-finding</td>
<td>Community Response To Fact-finding</td>
<td>Teachers' Response To Fact-finding Report</td>
<td>School Managements' Response To Fact-Finding Report</td>
<td>Teacher Reaction</td>
<td>Length of Strike</td>
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</tr>
<tr>
<td>1</td>
<td>56</td>
<td>Indifference</td>
<td>Acceptance</td>
<td>Acceptance of some awards &amp; rejection of others</td>
<td>Strike</td>
<td>4 days</td>
</tr>
<tr>
<td>2</td>
<td>25</td>
<td>Indifference</td>
<td>Acceptance of some awards &amp; rejection of others</td>
<td>Acceptance of some awards &amp; rejection of others; final unilateral action</td>
<td>Strike</td>
<td>6 days</td>
</tr>
<tr>
<td>3</td>
<td>5</td>
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<td>Acceptance</td>
<td>Rejection</td>
<td>Strike</td>
<td>3 days</td>
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CHAPTER VI
CASE STUDIES: THE INTERACTION OF POWER AND GROUP DYNAMICS RELATIVE TO IMPASSE RESOLUTION IN THREE SELECTED SCHOOL DISTRICTS

The purpose of this chapter is to analyze the interaction between the exercise of power and group dynamics as they pertain to the resolution of bargaining conflict in the three districts. The ultimate goal of this analysis is to (1) achieve further insight into the effectiveness of the various impasse resolution strategies used in public education bargaining disputes, and (2) to identify any relevant forces which impede or facilitate the resolution of bargaining disputes.

The Exercise of Power

The issue of power in labor-management relations is the cardinal factor in every contract negotiations. It determines, in the final analysis, how much school management will give and what the teachers' organization will yield, if anything. Its form or source may vary: it may be social, political, economic, or psychological but the relative power of the contestants is nearly always the decisive factor. Moreover, the exercise of power for the purpose of resolving bargaining disputes is often termed "coercive power" in which one party attempts to punish the other. For example, in order to


command attention, or propose and achieve bargaining demands, a teachers' organization may threaten school management with harm, loss, inconvenience, or embarrassment via such tactics as sanctions, strikes, and unfavorable publicity campaigns. School management, on the other hand, may seek to influence teachers via an exercise of power which includes threat of dismissal or securing an injunction forcing the teachers back to work. These tactics create a bases for negotiations and are attempts to resolve bargaining disputes in the short run.

**Group Dynamics**

Impasse resolution in labor-management contract disputes can be improved by understanding the nature of groups or the dynamics of intergroup behavior. This assumption can be enlarged by considering Dunnette and Kirchner's viewpoint that collective bargaining is never a one man affair. Rather, groups of people and personalities are entwined in the negotiation process. Consequently, it is important to briefly discuss some of the social and psychological characteristics of groups and then to determine if any of these characteristics affected the success or failure of the impasse resolution strategies used in the three districts under study.

Blake and associates point out that fundamentally, a group consists of a number of individuals bound to each other in some stage or degree of

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interdependence or shared "stake." In this sharing, the group will develop norms, goals, and values which have powerful influence over the members. Specifically, the problem of the group is to guarantee its survival in order to attain some purpose or goal. As a means to this end, the interdependence among individuals must then be "regulated to insure partial or entire achievement of these goals." ¹

It logically follows that the behavior of an individual is frequently determined by his group. In negotiation, for example, when the bargaining spokesman speaks as a group representative, "his behavior is to some extent dictated by the fact that he is a member of that group." ² Moreover, he is not free to act independently. Instead, the purposes and "laws" of his group control or handcuff his behavior.

Additional factors come into play in situations where an individual is interacting with another and both are representatives of groups. Cole ³ states that one important motivation of the negotiation leader is the great desire to win the approval or respect of one's peers. This ambition is subtle but potent and helps to explain why the forces of conflict seem to be stronger than those of peacefulness. Blake describes some of the complex forces in leadership interaction as follows:

¹ Blake, op. cit., p. 6.
² Ibid., p. 2.
Acting as an individual, a man is free to change his mind on the basis of new evidence. But as a group representative, if he changes his thinking or position from that of his group's and capitulates to an outside point of view, he is likely to be perceived by them as a traitor. On the other hand, if as a representative, he is able to persuade a representative of the other group to capitulate to his point of view, his group receives him as a hero. In other words, when a man is acting as a representative of one group in disagreement with another, the problem is no longer a personal affair. It is an intergroup problem. And as such it can become a significant factor in accounting for his actions.

Regarding group norms and values, Leavitt\(^2\) observes that groups generally value or demand in-group conformity. That is, since a group can best survive intact or solid, the group pressures or emotionally seduces its members to conform. The norm, therefore, is against deviancy.

Furthermore, Leavitt analyzes conformity as essentially a problem of loneliness. The individual needs the group—its support and affiliation. The threat is so painfully strong that it permits a group to press the individual to conform, even if that individual has authority or other kinds of power. "Even the president seems to want and need some sources of support, some assurance of psychological backing from his people."\(^3\) Likewise, if the bargaining leader is to keep his position and membership secure, he too must support his group's standards. Thus, it is this fear of amputation and excommunication by the group that forces each negotiating representative

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\(^1\) Blake, op.cit., pp. 3-4.

\(^2\) Leavitt, op.cit., pp. 268-282.

\(^3\) Ibid. p. 280.
into battle on a win-lose basis. Indeed, it is the presence of incompatible group norms, objectives, values and the "we-they" orientation which generates a state of intergroup conflict at the bargaining table.

Experimental Approaches To Studying Intergroup Conflict

The win-lose orientation to intergroup interaction just discussed has been experimentally verified with both children and adults. The prototype intergroup experiment was designed by Sherif. In his studies, two groups of boys were brought into competition. Phenomena generated by the competitive circumstances were then studied from both an ingroup and intergroup perspective. Following the competitive confrontation, effective and ineffective conditions for reducing competitive tensions and conflict between groups were identified and evaluated. Similar experiments have been conducted with adults and is explained below.

Experimental Design, Setting, And Phenomena

The intergroup competition exercise or experiment was pioneered and developed by Robert Blake and his colleagues, and has for a number of years been a standard exercise in human relations laboratory training. Although the exercises are conducted under artificially constructed conditions, the situations are, nevertheless, psychologically real for the participants. Regarding the exercise, Harrison says that "Basically, this design involves the assignment to each of two groups the task of producing a product. Each of the groups knows that it is in competition with the other to produce the better product. Representatives of the groups come
together—usually in front of the groups which they represent—to negotiate a decision as to the better product. Typically, the representatives fail to reach a decision and the products are turned over to a panel of judges for a final evaluation."¹

The setting of this experiment is obviously in the direction of a win-lose orientation and is, therefore, quite realistic and similar to teacher-school management conflict situations. In collective bargaining for example, both employee and employer frequently approach negotiation sessions with fixed win-lose positions: that is, "the intention of each side is not to compromise, but to win."²

Under the competitive circumstances of the exercise just described, certain predictable and measurable phenomena and consequences emerge. These win-lose dynamics of intergroup conflict, researched by Blake, are now summarized and paraphrased.

1. Closing ranks and increasing cohesion. A rise in group cohesion is one of the first phenomena to occur when groups begin to compete. Blake notes "The rule is, when an adversary approaches, members close ranks, either to defend or to attack. Spirits go up! Former disagreements within the group tend to be put aside. Members pitch in. They pull together for the common goal of victory."³


²Blake, op.cit, p. 20.

This basic urge to win is so intense that disputes and discord among members tends to be snuffed out. Likewise, an individual group member who fails to go along with the group is pressured towards conformity. Indeed, group unison and in-group cooperation are so important that deviation may lead to psychological or physical expulsion from the group.

2. Leadership consolidation. Prior to intergroup competition, the power relations in a group are rather loose and poorly developed. However, when sharp competitive forces are exerted, the "pecking order" becomes more explicit. That is, some members begin to exercise more weight in defining group direction and character.

3. Positions Contrasted: Own Position Enhanced: Adversary's Downgraded. It should be remembered that in the intergroup exercise, each group's decision, solution, or position is referred to as its product. After the groups have created their respective products and compared them with that of the contending group, Blake notes that the "members quickly reassay their attitudes toward their own solution and toward that of the other group as well. But judgements concerning the quality of competing products are colored by membership considerations."1 Thus, one's own group's product is judged superior to the other's. In other words, group members strongly identify with their own product. Shortcomings in their own products are rationalized and the competitor's product is downgraded.

1Blake, op.cit., p. 23
It is worthwhile to point out at this time that objectivity is a primary condition of intergroup problem-solving. Unfortunately, during these experimental inter-group relations, the win-lose attitudes and conflict distort realistic judgement. Indeed, the escalated disagreement obliterates objectivity to such a degree that the possibilities of future cooperation are reduced or eliminated.

4. Attack and Counterattack: Paper Bombs as Substitutes for Bullets. After the two positions or products are studied, the groups interact through representatives who will determine a winner and a loser. Before this final decision is made, however, a phase of public debate between representatives is provided for clarifying similarities and differences between the two products. During this stage, questions put to each group are answered through their representatives.

Concerning the questions representatives ask each other, it typically happens that the content of the questions which group members write and hand to their representatives are not for the purpose of clarification. Instead, the motivation underlying such questions is to "belittle the competitor's position, to cast doubt on its validity, and to demonstrate its inferiority to one's own group's position." As a consequence, intergroup contact for purposes of clarification only serves to intensify the conflict, promote subjectivity, and increase suspicion. To state it differently, negotiation and debate neither reduces the conflict or increases objectivity.

1Blake, op.cit., p. 24.
5. Negative Stereotypes Concerning One's Adversary.

When intergroup contact is competitive and mutually frustrating, "the interactions of groups through their representatives lead to strong stereotype formations. Members of each group develop negative attitudes. They express hostility toward members of the other group... The end result is the erosion of mutual respect and confidence in the constructiveness of the other's intentions."¹

6. The Perception of Representative Personality. Before they begin to interact, representatives, as persons, are usually viewed objectively. That is, they are seen as reasonably mature, intelligent, well-intended human beings. But as interaction proceeds, the process of provocation and reaction characterized by negative stereotypes and attitudes and expressed hostility soon destroys the initial perceptions. While one's own representative is seen as heroically defending his group against hostile attack, the opponent's representative is perceived to be less and less mature, less well-intentioned, less intelligent, etc. His behavior is governed by despicable personality traits; their own representatives behavior as governed by praiseworthy personality traits. Blake observes that the "Group members are blind to the fact that representative behavior is largely determined by the forces of group membership and win-lose conflict."²

¹Blake, op.cit., pp. 24-25.
7. **Commonalities minimized, differences highlighted.** During intergroup competition, "similarities in group products are virtually ignored, but areas of difference are highlighted." Blake describes this phenomena as follows:

The most common error is to misidentify items in both products as having been in only one. In other words, many items are seen as uniquely one's own product, even when they are present in both products. While group members correctly recognize that such items belong to their own group's position, they fail to see that the same items are contained in the adversary's position. As a result commonalities tend to be overlooked and disparities increased when groups are in competition. Consequently, needless barriers to understanding and agreement are created.\

8. **Loyalty of Representatives.** When the representatives meet to determine a winner and loser, the group deliberations are characterized by loyalty, subjectivity, and defensiveness of the representative. If a representative were to take an objective point of view and admit that a competitor's product was superior to his own, he might be in danger of losing for his group. Since loyalty pressures often overwhelm his logic, he fails to exercise impartiality. Moreover, rather than pursuing negotiation interaction objectively and logically, "the representatives soon fall to parrying, jabbing, feinting, and probing for weaknesses in the other's position. The motive to win and remain loyal becomes immediately paramount and intellectual objectivity disappears."²

9. **Hero-Traitor Dynamics.** The emotional pressures of loyalty--

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²Ibid., p. 27.
the representative's personal satisfaction with his own group's product, and his derogation of the other, or identification with one group at the expense of the other is explained by Blake as the hero-traitor dynamic:

A traitor is a group member in good standing who, on contacting the adversary, capitulates to the enemy's position. He loses for his group. A hero, on the other hand, is a person who wins for his group by vanquishing his adversary. Being tagged a traitor means loss of face or prestige, being ridiculed and, in the extreme, being expelled from one's group. On the other hand, being a hero brings rewards of applause, warmth, increased status and heightened prestige. Yet, the behavior required to be heroic can vary from the actions requiring objectivity and problem-solving. Equally unfortunate, behavior based on objective problem-solving may be withheld deliberately to avoid the traitor trap. Deadlock, though it does not carry with it the elevation in status accorded a hero, at least is one way to avoid the traitor trap.1

The deadlock or negotiations impasse, which frequently results from intergroup competition experiments, provides study of additional intergroup problems including resolution through third party arrangements. Since it is difficult to determine a winner through representatives, an impartial judge is used to produce a verdict. Simply, he examines and evaluates each group's product and presents his decision. His judgement generates further phenomena.

10. **Impact of Victory and Defeat on Group Leadership: Consolidation Vs Replacement.** In winning groups, those who led the fight to victory are congratulated, and their positions in the "pecking order" are strengthened and enhanced.

In defeated groups, on the other hand, in-group fighting and splintering occurs. A shift in the pecking order commonly results in which

1Blake, op.cit., p. 28.
leaders lose status. That is, former leaders are occasionally replaced because their ability and integrity are in question. The replaced leaders feel unfairly attacked by their own group and consequently fight back to justify their actions and to remain influential.

11. Post Victory-Defeat Reactions And Group Mentality. Blake also notes that group mentality is dramatically different in winning and losing groups. For example, the victorious group members react to the arbitrator's decision with complacency. There is a "fat and happy" atmosphere as members rest on their laurels and enjoy the fruits of their success.

In contrast, the defeated group tends to become "lean and hungry." The atmosphere is tense as the members critique their operations and efforts which led to failure and assign responsibility for them.

12. Win-Lose Reactions to Resolution by Third-Party Judgement. As stated previously, when negotiations by representatives failed in the experiment, arbitrators were brought in to break deadlock and to decide the winner. The decision which is rendered by the third-party is received differently by the groups in conflict, and as we shall see, does not truly solve the impasse.

When the arbitrator's verdict favors one group's position, several phenomena occur. Blake describes these as follows:

The arbitrator is experienced as being fair and unbiased because the judgment he proclaims "only proves that we were right in the first place." He is experienced as being a good arbitrator because he sees the situation as members see it. "If there were any doubt in our minds
before, his ruling eliminated it; now we know we're right.\(^1\)

By comparison, those defeated by the arbitrator's decision evidence two negative reactions in the experimental situation. First, in their initial reaction, the arbitrator is wrong, as shown by the following remarks: "The arbitrator is biased, unfair and incompetent. He has no grasp of the problem...he does not possess the intelligence prerequisite to be fair and unbiased...he doesn't seem to know too much about the subject...he didn't take enough time."\(^2\) Secondly, a delayed in-group reaction to third-party defeat is that the group is at fault. "Rather than venting their frustrations from defeat on the arbitrator, they discharge it by attacking the other members. A consequence is that the group tends to splinter, to lose its former cohesion, and to disrupt."\(^3\)

Finally, the phenomena which results when the resolution of conflict is placed in the hands of a neutral arbitrator under experimental conditions is similar to phenomena generated in real life arbitration. The third-party judge is applauded by the winners and conversely chastised by the defeated group who feel cheated and resentful. Also, while the winning team leans toward self-congratulatory behavior, the losers experience in-group fighting. Furthermore, while the winning group feels highly committed to live by the third party's judgment, the defeated frequently are not moved to alter their stand and comply only because the ground rules require it. In the final analysis, the third-party judgment usually does not diminish

\(^1\)Blake, op.cit., p. 52.
\(^2\)Ibid., p. 52.
\(^3\)Ibid., p. 53.
the win-lose nature of the disagreement. Rather, the decision provides fertile soil for producing a further intensification of interpersonal and intergroup conflict. As a result, further win-lose barriers to cooperative group efforts are erected.¹

13. The Win-lose Trap. While the victorious and defeated groups react differently to the win-lose experience, one similar phenomenon does occur. When the groups are asked to move almost immediately into situations requiring intergroup cooperation in the solution of a second problem on the heels of the intergroup competition experiment, the groups soon find themselves working as antagonists rather than as collaborators. Regarding this phenomenon, Blake notes as follows:

Feelings of competitiveness and mutually disparaging attitudes have become so deeply ingrained that members of one group cannot perceive the offerings of the other group as well-intended.

Only when the groups review the entire competition episode in detail, and together examine subjective attitudes of antagonism and how they were produced, as well as the objective data collected in the course of the experiment, are they able to regain perspective of themselves, their reactions, and the interrelationship. By analyzing and gaining insight into the background of their past behavior, it is possible for them to start working collaboratively across group lines.

In summary, the social and psychological phenomena of intergroup competition which are generated under experimental laboratory conditions closely resemble many of the win-lose union-management contests found in the annals of American industry. Blake remarks that a study of these conflicts demon-

¹Blake, op.cit., pp. 54-57.
²Ibid., pp. 30-31.
strates a substantial failure of collective bargaining negotiators to understand the dynamics and consequences of intergroup win-lose power struggles. As Blake says, "The actions and reactions of the protagonists in such disputes often deepen antagonism and destroy all avenues of resolution rather than contribute to intergroup problem-solving." Thus, it is apparent that every negotiator should have an understanding of the dynamic aspects of intergroup conflict in order to constructively deal with them. In brief, there are obvious parallels between the experimental and actual intergroup win-lose conflicts which occur in public education collective bargaining. Some of these parallels will be identified in this chapter.

EXPERIENCE IN THE DISTRICTS

DISTRICT I

The Exercise of Power

To induce school management to accept the teachers' demands, the teachers' organization exercised power in several ways. The teachers assumed that the community would be sensitive to a reduction in service due to a teacher strike and would consequently focus political pressure on the board of education to accept the demands of the teacher organization. Acting on this assumption, the teachers' organization invented a "telephone bank" to communicate to parents what the issues were in the dispute and to solicit parental support. According to the teacher respondents, however, this device did not generate either an immediate or latent parent interest in the

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1 Blake, op.cit., p. 18.
dispute. Unfavorable publicity campaigns were also attempted by the teachers through picketing, press releases, and the distribution of door-to-door leaflets. Still, the community was not motivated to take an active, visible part in resolving the bargaining dispute. School management, it should be noted, interpreted community silence as support. The most dramatic exercise of power employed by the teachers' organization was the strike in which the teachers lost four days' pay.

Regarding school management's exercise of power, the board of education reacted to the teacher strike by securing an injunction. The judge who granted the injunction, however, first ordered both parties to return to negotiations and settlement was reached. According to the teacher interviewees, the injunction was an effective school management tactic. As one teacher acknowledged, "We did not want to violate the injunction for fear of incurring fines and felt that the injunction was a hammer which we wanted to avoid." Another teacher said, "We were intimidated and helpless by the injunction threat, and since there was no collective bargaining law permitting strikes without punishments, we resumed bargaining to reach an agreement."

Group Dynamics

Several group dynamics operated within the teachers' organization during the bargaining dispute. Because the teachers accepted the fact-finding report totally while school management rejected or modified it, teacher leaders felt that organizational solidarity resulted. In particular, teachers felt insulted and angered by management's action and initiated a strike. Also, throughout the impasse, the teachers' association used "paper
bombs" in an effort to downgrade school management's positions.

Several group dynamics also operated within the school management team. For example, at the very outset of bargaining, management had formed a negative stereotype concerning the teachers' organization. In particular, they perceived that the teachers would (1) utilize all of the impasse procedures available and (2) ultimately engage in strike activity. These perceptions encouraged school management to assume immovable bargaining positions throughout the entire bargaining interaction. As one respondent stated, "Teachers planned to take their positions into fact-finding and not give in before or during mediation. And they were pre-destined to strike and were committed early to such action." These perceptions, incidentally, seemed to be accurate. A second dynamic had to do with the "attack and counterattack" factor. As a result of the strike attack, school management counterattacked by seeking an injunction. While this form of counterattack intensified the intergroup conflict, it did motivate the teachers towards a settlement.

One group dynamic was shared by members of both parties, namely, the reactions to third-party judgement. Notwithstanding acceptance of the fact-finder's report by the teachers, some hostility was directed at the report because the recommendations did not completely favor the teachers' organization. School management also was angered by the verdict of the fact-finder. It would appear, therefore, that intergroup conflict is reduced when the bargaining parties create solutions themselves instead of leaving it to a third-party. As a consequence to the feeling that fact-finding had outlived its usefulness, the parties agreed to eliminate the fact-finding step in future negotiations.
DISTRRICT 2

The Exercise of Power

Two basic "power politics" were used by the teachers' organization in this contract dispute for the purpose of coercing management towards concession making. First, teachers used a variety of informational devices aimed at gaining immediate community involvement in the dispute. These included newspaper articles, telephone "trees," house-to-house leafleting, and picketing. All of the teacher interviewees were convinced that such tactics were ineffective in securing public support for their positions. It should be noted, incidentally, that school management perceived the community silence as a mandate to hold firmly to their bargaining positions. The second exercise of teacher power was the six-day work stoppage.

The primary exercise of school management power was the threat of dismissing all teachers who engaged in the strike. This dismissal threat was preceded by a letter of remedial warning. All of the teacher negotiators admitted that this exercise of power--i.e., the actual dismissal threat, ultimately prompted settlement psychology on the part of the teachers' organization.

Group Dynamics

The presence of at least three group dynamics were reported by the teacher negotiators. First, intra-organizational cohesion occurred when school management (1) vetoed the fact-finder's report, (2) subsequently imposed salaries unilaterally, and (3) threatened to fire the striking teachers. These three actions on the part of school management seemed to solidify the
teachers either in defense or to attack. The threat of dismissal parti-
cularly gave rise to teacher cohesiveness. One teacher reflected this
position: "The teachers were vehement due to the firing threat. It bound us
together on a win-or-else basis and we only returned to class when both the
IEA and a mediator from the state superintendent's office influenced us to
return."

Secondly, there was the appearance of the "attack" dynamic which came
on the heels of the board's rejection of the fact-finding report and subse-
quent refusal to resume negotiations. The attack took the form of the strike.
One teacher explained, "We struck out of principle--the board didn't show
respect for us; we had a right to be heard in further negotiations after the
fact-finder's report failed to resolve the dispute." Another teacher said,
"The board president's refusal to meet with us after the fact-finding pro-
cess radicalized the teachers, and out of anger and provocation, we struck."

Thirdly, most of the teacher negotiators admitted that they felt
strong loyalty to their constituents. One teacher reflected the position
that she supported or defended demands which were not hers but which were
wanted by other teachers.

School management alluded to the existence of three group dynamics.
First, harrassing phone calls, original unreasonable demands by teachers,
the influence of the state teacher's organization, and the strike vote all
acted to polarize school management into a cohesive group and intensify the
adversary nature of the bargaining process.

Secondly, following the teachers' strike vote and initiation of the
strike, school management reacted in counterattack by (1) sending letters
of remedial warning to the striking teachers, and (2) threatening to fire
all teachers who engaged in the work stoppage. This latter action initially angered the teachers to continue the strike but ultimately facilitated termination and resolution of the teacher-school management dispute.

Thirdly, school management had some negative reactions to third-party resolution because (1) the fact-finding process was too lengthy and was not available until just before school opened, and (2) the report recommended that the board adopt binding arbitration as the last step in the grievance procedure.

DISTRICT 3

The Exercise of Power

To influence school management to make bargaining concessions, the teachers' organization exercised its power in two ways: First, they engaged in unfavorable publicity campaigns by using such tactics as picketing, leaflets, and discussion with civic groups. Regarding their effectiveness in bringing public pressure on school management, the teacher negotiators generally agreed that these devices failed. While some PTA leaders privately gave support to the teachers' organization, they did not become a visible, lobbying force demanding that the school board concede to the teachers' demands. Even if there had been community sensitivity to the bargaining crisis, it is doubtful that management would have modified its bargaining positions. One school management negotiator reported this attitude: "We didn't feel any pressure by the community and even if they had taken the teachers' side, it wouldn't have disturbed us because our minds were made up." The second form of power exercised by the teachers was the strike.

School management's singular exercise of power was to request an
injunction forcing the teachers back to work. A restraining order was issued by a judge who based his decree on the idea that the strike did have serious, adverse effects and could cause irreparable damage to the community and school system. Even though teachers' attorneys did argue against a temporary restraining order on the grounds that a delay in starting school wasn't that serious, the order did have a significant impact on the teachers' organization. Two of the teacher interviewees confessed that they wanted to avoid any fines or penalties associated with an injunction violation, and were, therefore eager to end the strike.

Group Dynamics

As indicated in the previous chapter, one step of the impasse procedure required that the parties issue their "last offer" to the other side. As a result of this process, the two sides agreed that the fact-finder would recommend either the teachers' or the board's last offer. However, when the fact-finder's report recommended that the board accept the teachers' last offer, the board, by a vote of 6 to 0 rejected the report on the contract. As a result, several group dynamics were set in motion. For example, school management's repudiation of the report incensed the teachers to the point of increasing cohesion and group solidarity. As one teacher said, "We felt slapped down by the board's action and this pulled us together." Another teacher explained, "When the board disregarded the report, it motivated us to strike."

Another dynamic which was evidenced had to do with the loyalty of the representatives. One teacher recited his loyalty by saying, "During the bargaining sessions, I argued for things I personally opposed." A third
dynamic, namely, the hero-traitor syndrome affected another teacher who admitted the urgency to represent his constituency even though some of their views were contrary to his.

A final dynamic related to resolution by third-party judgement. As previously mentioned, the fact-finder was obligated to award his decision in favor of one side or the other. In finality, however, he chose to "split-the middle" and this deviation from the impasse procedure angered the teachers.

School management likewise displayed some group dynamics. Especially evident was the fact that they rejected resolution by a third-party fact-finder. These negotiators negatively reacted to the third-party recommendations because they felt (1) the fact-finder didn't understand the true facts of the district; (2) he was biased in favor of the employee side; and (3) his decisions would erode or dilute the board's power to operate the district.

Another significant dynamic related to the concept of attack and counterattack. As a result of the teachers' propaganda device, which antagonized the board, and the strike, school management counterattacked by successfully securing a back to work order. Moreover, such teacher behavior united school management to protect their position.

Dynamics relative to the loyalty of representatives as well as the hero-traitor responses also seem to be a part of this contract dispute. One management negotiator reported that the group decision-making "locked me into supporting the board on every issue." Another stated, "No one wants to lose—I had to win for our side."
SUMMARY AND ANALYSIS

This chapter has focused on the interaction of (1) the exercise of power; (2) the dynamics of intergroup and intragroup behavior; and (3) the resolution of school bargaining conflict. A summary of the data is shown in TABLE 13. Several conclusions could be expressed as a result of examining the three factors in this interaction.

(1) In the three districts studied, both groups engaged in an exercise of power. For the teachers, such power tactics primarily included unfavorable publicity campaigns, which were designed to gain community allies, and the strike, which was intended to coerce school management into making concessions at the bargaining table. Both tactics seemed to be ineffective: publicity campaigns did not motivate consumers of education—i.e., the parents—to become involved in the bargaining dispute. Regarding the effectiveness of the strike, while it did function to end the dispute, its usefulness as a conflict resolution procedure was mitigated because it was not a pure economic weapon bringing reciprocal pressures on the disputants. School management was not deprived of state aid money and thus were content to allow the strike to continue with impunity. Teachers, on the other hand, lost pay for days not worked; thus the economic pressures were lop-sided or unbalanced. The strike could have functioned similar to a traditional private sector work stoppage if the teachers' organization would have postponed their strike activity into the school year when the costs of withholding consent—e.g., loss of state aid revenue because schools did not operate the requisite number of days—would have mounted on school management.

(2) For school management, the exercise of power was primarily a
legal remedy, namely, the securing of an injunction forcing the teachers to return to work; in addition, dismissal threats were communicated to the striking teachers. Both tactics by school management appeared successful: teachers, fearing court fines from injunction violations and fearing loss of job via dismissal, were motivated to settle. On the surface, it seems that the three teachers' strikes did not generate net economic gains because the salary money lost while on strike was not compensated by the new salary schedule negotiated.

(3) All of the districts investigated exhibited some of the negative and detrimental intergroup behavior which is a function of a competitive bargaining interaction. These group dynamics included: group cohesiveness, attack and counterattack, hostility towards third-party judgements, and loyalty of negotiation representatives to those they represented.

(4) The appearance of several of the group dynamics would tend to validate the elimination of fact-finding from impasse resolution machinery. Relative to group dynamics, school management's refusal to completely endorse a fact-finder's report prompted teacher's to (1) solidify their ranks and (2) attack the "enemy." Both dynamics may have been prevented or diminished if fact-finding had not have been used in the dispute settlement process. Ironically, rather than serve to resolve the conflict, fact-finding became an inflammatory process which intensified the intergroup bargaining conflict. One teacher seemed to agree with this conclusion: "The problems with fact-finding served to convince us to eliminate this impasse step in future negotiations." In short, fact-finding is beset with both political and psychological problems.
Community insensitivity to the bargaining dispute would also tend to confirm the conclusion that fact-finding is not a solution to the impasse problem. As noted, fact-finding is a political process made effective when the public places pressure on school management to concede to the demands of the teachers' organization. But as demonstrated in this chapter, community indifference only solidified school management's bargaining positions. While the citizenry may have become immediately involved in teacher-school management bargaining conflicts in the decade of the 1960s when such conflicts were new and clothed in an aura of fear, publics will probably choose not to participate in bargaining conflicts in the 1970s. If this thesis is true, fact-finding success, which is based on the assumed involvement of a community, will not be forthcoming.

Since there is a need for alleviating or preventing some of the undesirable consequences of public education bargaining, such as negative intergroup behaviors, the human relations method—with its emphasis on cooperation, systematic communication, and joint problem-solving—would seem to be validated by this case study chapter.

In sum: the interaction or relationship between power, group dynamics, and conflict resolution would suggest the elimination of fact-finding and the deliberate attempts to assure the workability of the human relations approach to impasse resolution.
<table>
<thead>
<tr>
<th>District</th>
<th>Exercise Of Power By Teachers</th>
<th>Community Response To Teachers' Exercise of Power</th>
<th>Exercise Of Power By School Management</th>
<th>Teacher Reaction To Management's Exercise Of Power</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>Unfavorable publicity campaigns: picketing &amp; leafleting; informational devices like talks with civic groups.</td>
<td>Some private endorsement, but no mass visible support.</td>
<td>Legal remedy: sought and secured an injunction.</td>
<td>Motivation to settle.</td>
</tr>
<tr>
<td>District</td>
<td>Group Dynamics Occurring In Teachers' Organization</td>
<td>Group Dynamics Occurring With School Management</td>
<td></td>
<td></td>
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<tr>
<td>----------</td>
<td>--------------------------------------------------</td>
<td>--------------------------------------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>(1) group cohesion due to school management rejection of fact-finding report; (2) attack in the form of the strike; paper bombs to downgrade opponent's positions; (3) hostility toward third-party judgments of fact-finder.</td>
<td>(1) negative stereotype toward teachers' organization; (2) counterattacked strike by seeking injunction; (3) hostility toward third-party judgments of fact-finder.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>(1) cohesion due to board's rejection of fact-finder's report, threat of dismissal, and unilateral determination of salaries; (2) attack via the strike; (3) loyalty to constituents.</td>
<td>(1) group cohesion; (2) counterattack teachers' strike with dismissal threat; (3) hostility toward third-party judgment.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>(1) group cohesion due to board's refusal to accept fact-finder's report; (2) loyalty of negotiation representatives; (3) hostility toward third-party judgment.</td>
<td>(1) hostility toward fact-finder; (2) counterattacked teachers' strike by securing injunction; (3) combination of loyalty &amp; herotraitor dynamics.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
CHAPTER VII
RELATIONSHIPS BETWEEN THE HYPOTHESES
AND THE CASE STUDIES

The reader is reminded that the two major sections of this paper, namely the fixed-response questionnaire data and the case study data, had distinct purposes: the former was aimed at determining what impasse machinery public school negotiators preferred to employ in a bargaining dispute. As a means to this end, seven hypotheses were tested via a fixed-response questionnaire. The purpose of the case studies was to clarify or identify any significant factors or relevant forces which may have influenced the success or failure of the impasse resolution process. To facilitate this purpose, three school systems were investigated with respect to five factors—political factors, the history of the collective bargaining relationship, the impasse procedures called for in the collective bargaining agreement, the exercise of power, and the emergence of group dynamics.

Notwithstanding the differences in purpose, relationships exist between the two major sections of the paper. These relationships focus on the five methods for resolving public education bargaining disputes, all of which were placed in hypothesis form.
Hypothesis I

Teacher negotiation representatives agree that the human relations strategy would function to minimize, prevent, or resolve collective bargaining disputes.

In one important respect, the case study data related to teachers and their use of the human relations strategy. In order to diminish intergroup conflict and reduce negative group dynamics, the human relations strategy advocates that the parties approach the bargaining table from a "win-win" or mutual gain orientation. The case studies revealed that teachers engaged in a competitive "win-lose" orientation rather than a "win-win" approach, and as a consequence, several group dynamics emerged which interfered with impasse resolution: teachers solidified their ranks and attacked school management with a strike. In short, the impasse conflict was intensified in part because teacher negotiators did not utilize the human relations strategy. In other words, the case studies did support the above hypothesis.

Hypothesis II

School management negotiation representatives agree that the human relations strategy would not function to minimize, prevent, or resolve collective bargaining disputes.

From several viewpoints, the case study data related to school management negotiators and their use of the human relations strategy. Among other components, the human relations strategy is characterized by (1) a mutual gain or "win-win" orientation, and (2) mutual problem-solving or bilateral determination of issues. Relative to the first characteristic, the case studies disclosed that when school management engaged in a
"win-lose" rather than "win-win" orientation, some group dynamics emerged which inflamed the impasse conflict; specifically, school management solidified their ranks and counterattacked teachers with dismissal threats and court injunctions. Regarding the second characteristic, the case studies showed that a unilateral rather than a bilateral determination of contract issues by one school management did provoke a teacher strike. In sum, the conflict surrounding the bargaining dispute could have been reduced if school management had utilized the human relations strategy. The hypothesis is, therefore, not supported by the case studies.

Hypothesis III

Teacher negotiation representatives and school management negotiation representatives both agree that the mediation strategy is an appropriate mechanism to use in resolving school bargaining disputes.

Evidence was found from the fixed-response questionnaire data which indicated that mediation would be improved if fact-finding were not so readily available to the bargaining parties. That is, when mediation is followed by fact-finding in a sequential arrangement, "holding back" bargaining tactics are engaged in by the parties. With respect to the relationship of mediation to fact-finding, the case studies revealed that the contractual provisions for resolving impasse in the three districts studied did, in fact, encourage complacent, reluctant, or holding back bargaining tactics on the part of the negotiators, especially school management. Specifically, the contract provisions called for mediation followed by either voluntary or required fact-finding. In short, while the case studies did not lend support for the hypothesis, they did indicate what form mediation should not take.
Hypothesis IV

Teacher negotiation representatives and school management negotiation representatives both agree that the fact-finding strategy is not an effective procedure for resolving public education bargaining disputes.

In a number of ways, the case studies confirmed the idea that fact-finding should not be utilized to resolve school bargaining impasses. First, with respect to "holding back" tactics, it should be reiterated that the contractual provisions for resolving impasse in the districts studied called for mediation followed by either voluntary or required fact-finding. Relative to this arrangement, a mandatory fact-finding procedure set into action a cycle of tactical operations by both parties which cancelled each other out and delayed serious efforts to arrive at prompt resolution of their differences. Second, because of the voluntary nature of fact-finding—i.e., the recommendations of the fact-finder can be rejected by either party—it is significant to note that when school management refused to accept the fact-finders' reports into toto, teachers were provoked to counterattack in the form of a strike. Third, the effectiveness of political-public approaches to impasse resolution, such as fact-finding, are dependent upon the sensitivity of the community and/or the teaching staff to rational persuasion as exercised by a neutral third party. However, while the teacher organizations were sensitive to the fact-finding reports, community sensitivity to the same reports was absent. Briefly, the case studies supported the hypothesis.
Hypothesis V

Teacher negotiation representatives and school management negotiation representatives both agree that the arbitration strategy would not be an appropriate dispute settlement mechanism in public education bargaining impasses.

In relating the case studies to the hypothesis, only a theoretical relationship was observed. That is, while third-party arbitrators were not utilized to resolve the bargaining impasses, third-party fact-finders were used. Since hostility was directed toward the fact-finders by both parties in nearly all the school systems studied, thus intensifying the impasse conflict, it is reasonable to speculate that had arbitrators been called in to award a decision, they too would have reaped a harvest of hostility. From this speculation, the case studies supported the hypothesis.

Hypothesis VI

Teacher negotiation representatives agree that the strike strategy should be available as a means to resolve collective bargaining disputes.

From two perspectives, the case study data supported the hypothesis. First, teacher negotiators reported that strikes did not imperil the health or safety of the school district community. Second, teachers acknowledged that the economic "costs" concomitant to the strike--i.e., the loss of salary while on strike--did motivate them toward settlement. In this matter, the strikes did function to bring closure or termination to the impasse conflict.
Hypothesis VII

School management negotiation representatives agree that the strike strategy should not be available as a means to resolve collective bargaining disputes.

Evidence from the case studies was not supportive of the hypothesis. In particular, all of the management negotiators interviewed acknowledged that the teacher strikes did not endanger the health or safety of the school district community. Furthermore, it should be reiterated that the work stoppages did serve to bring the bargaining impasses to an end. That is, the presence of pain, inconvenience, or "costs" due to a strike did motivate the parties—especially teachers—toward settlement.
CHAPTER VIII

SUMMARY, CONCLUSIONS, AND RECOMMENDATIONS

SUMMARY

The purpose of this study was to analyze the various impasse resolution strategies which are available to public education negotiation representatives for the purpose of providing a clue or answer to the following critical question: "What impasse resolution methods should be employed to resolve public school labor disputes?" To answer this question, primary information was collected from two sources: First, the experience of forty-two public education negotiators who had utilized several alternatives to resolve school bargaining disputes. These negotiators represented both teacher organizations and school management in seven Illinois school districts where strikes had occurred in 1972. Seven hypotheses were tested via a fixed-response questionnaire for the purpose of determining what impasse machinery these negotiators preferred to employ in a dispute. Second, three of the seven districts were investigated for the purpose of clarifying or identifying any significant factors which may have influenced the success or failure of the impasse resolution process in those school systems. This information was derived from an open-ended questionnaire and placed in case study form. The case studies also helped to validate some of the hypotheses. Both questionnaires were administered during personal interviews. A summary of the data derived from the two questionnaires follows:
Hypothesis I

Teacher negotiation representatives agree that the human relations strategy would function to minimize, prevent, or resolve collective bargaining disputes.

Based on all the accumulated data—i.e., data from both the fixed-response questionnaire and the case studies—this hypothesis is accepted. This hypothesis assumes that teacher negotiators have positive viewpoints toward increased intergroup communication, a "win-win" approach to bargaining, bilateral determination of salaries and other terms and conditions of employment, intergroup problem solving styles and joint sub-committees, and post-negotiation committees as useful social technologies for managing the conflict inherent in the collective bargaining relationship. While teachers did voice some objections to joint sub-committees and post-negotiation committees primarily because they had experienced frustration with such committees in the past, the results of the fixed-response questionnaire showed that teacher negotiators, for the most part, agreed that the human relations approach should be included in the process of managing school bargaining conflict. The case studies revealed the existence of two negative group dynamics on the part of teachers—group cohesiveness and attacking behaviors—both of which could have been reduced had teachers utilized the human relations strategy.
Hypothesis II

School management negotiation representatives agree that the human relations strategy would not function to minimize, prevent, or resolve collective bargaining disputes.

In light of the accumulated information, this hypothesis is rejected. Data from the fixed-response questionnaire showed that school management valued the human relations approach. In addition, the case studies disclosed the emergence of two negative group dynamics on the part of school management--group cohesiveness or psychological "fences" and counterattacking behaviors; both of these dynamics could have been minimized had school management negotiators employed the human relations strategy.

This hypothesis assumes that management negotiators would take a different posture towards the human relations approach than do teacher negotiators. However, both groups of negotiators are generally in agreement with the human relations strategy. In fact, the data indicated that school management negotiators have a higher regard for this approach than do teacher negotiators. It is encouraging to note that both groups value regular meetings as a means to improve communication, mutual gain or "win-win" decisions, and the collective bargaining process itself. Both groups showed some reservation for the use of joint sub-committee approaches during actual bargaining sessions. This reservation is probably due to the fact that neither group is trained in the use of such a bargaining style. Also, both groups were suspicious about post-negotiation committees. In brief, both groups of negotiators endorsed the human relations strategy.
Hypothesis III

Teacher negotiation representatives and school management negotiation representatives both agree that the mediation strategy is an appropriate mechanism to use in resolving school bargaining disputes.

On the basis of the fixed-response questionnaire results, this hypothesis is accepted. Most of the negotiators supported mediation because it can increase inter-group communication. Also, negotiators stressed the point that mediation can function to diminish intra-organizational political pressures which often "lock" negotiation representatives into untenable positions. Regarding the relationship of mediation to fact-finding, school management negotiators strongly affirmed the idea that the effectiveness of mediation is eroded if fact-finding is to follow. This opinion is consistent with the professional thinking of labor relations authorities. While some teachers perceived that fact-finding can handicap the mediation process, the information elicited in the fixed-response questionnaire data seemed to indicate that teacher organizations are not fully cognizant of the "holding back" tactic which school management is forced to engage in when fact-finding follows the mediation process.

While the case study data did not help in accepting or rejecting the hypothesis, the data did indicate what form mediation should not take. In particular, the case study data revealed that the contractual provisions for resolving impasses called for mediation followed by either voluntary or required fact-finding, an arrangement which interfered with the impasse resolution process.
Hypothesis IV

Teacher negotiation representatives and school management negotiation representatives both agree that the fact-finding strategy is not an effective procedure for resolving public education bargaining disputes.

All of the available data converged to accept this hypothesis. An analysis of the accumulated data pointed out two major defects in fact-finding: First, both sides of the bargaining table are tempted to engage in reluctant bargaining behavior during pre-impasse dialogue. Teachers' reluctance was generally based on the assumption that a fact-finding report, when issued to a community, will prompt the consumers of education to pressure school management to make bargaining concessions. However, community sensitivity to school bargaining problems and the fact-finders' reports was absent. Management's reluctance to bargain came from a different source: If a management team committed its best offers early in the bargaining talks, they may be pressured into making further concessions during fact-finding. With this possibility facing management, it is, therefore, wise to be complacent in pre-impasse talks. To sum up the "reluctancy dynamics," teachers fail to bargain early in order to get more later, while management fails to bargain early in order to save more later. As a consequence, these bargaining tactics by the parties cancel each other out and delay serious efforts to arrive at a prompt resolution of their differences.
Secondly, since fact-finding is advisory and acceptance voluntary, the rejection of the recommendations by one party may alienate the other party to the point of retaliation and counterattack. In the five districts using fact-finding, this is essentially what happened. In brief, the teacher strikes in these districts can be blamed in large part because school management refused to accept the third-party judgment.

In summarizing these difficulties, it can generally be said that the fact-finding process inhibited the resolution of collective bargaining conflict. More specifically, it intensified the adversary relationship of the collective bargaining process, was inflammatory, and led to a quasi-"civil war." Moreover, it diminished the effectiveness of the collective bargaining process in the school systems which were studied.

**Hypothesis V**

Teacher negotiation representatives and school management negotiation representatives both agree that the arbitration strategy would not be an appropriate dispute settlement mechanism in public education bargaining impasses.

Taking into consideration all of the accumulated data, a definitive conclusion cannot be reached relative to accepting or rejecting this hypothesis. On one hand, the fixed-response questionnaire data neither confirmed nor disproved this hypothesis. Indeed, strong antipathy between teachers and school management was manifested. While teacher negotiators
held the opinion that arbitration should be available in the impasse resolution machinery, school management negotiators rejected this device. Teachers, often frustrated by their opponent's intransigence, found it easy to lean toward the use of a third-party umpire because they felt his potential presence may make the bargaining process more effective as well as extract additional concessions from management. Management negotiators, conversely, were convinced that an arbitrator has no right to dictate salaries and other terms and conditions of employment during a dispute. On the other hand, case study information would only mildly support acceptance of the hypothesis. Specifically, the case studies suggested that third-party arbitrators, especially in the compulsory form, would not be an appropriate dispute settlement process in school bargaining impasses.

A necessary point should be noted with respect to the fixed-response questionnaire data: Arbitration was neither available nor utilized in the school systems studied, but one district had used this device in a previous impasse. Therefore, it can be stated that most of the respondents' rationale was based on speculation rather than direct experience. The use of arbitration in resolving school bargaining disputes will continue to be a matter of conjecture until more data is gathered from school systems experiencing this settlement tool.
Hypothesis VI

Teacher negotiation representatives agree that the strike strategy should be available as a means to resolve collective bargaining disputes.

Based on the accumulated data, this hypothesis is accepted. In particular, the hypothesis was amply confirmed by the fixed-response questionnaire data. Teachers based their approval on three factors: (1) teacher strikes do not impose a threat to the health and safety of the community; (2) work stoppages exert mutual pressures on the parties which can be productive of a settlement; and (3) strike possibilities encourage a balance of power which subsequently makes the collective bargaining process more effective, more efficient, and less conflictful. Labor relations experts tend to agree with all three rationale.

The case study data additionally supported the hypothesis. For example, information collected from both parties indicated that a teacher strike did not endanger the health or safety of the community. Furthermore, the strikes did function to bring closure to the bargaining impasses because pressures or costs were exerted on the disputants. As stated in an earlier chapter, the motivation to agree in collective bargaining is conditioned by the presence of potential pain or pressure--e.g., the loss of salary for teachers and the loss of state aid for school management because of a strike. The case studies, however, indicated that the pressure and costs of the strike weighed more upon striking teachers than management simply because (1) the latter did not lose state aid money during the strike, and (2) the injunction was available to coerce teachers back to work.
Hypothesis VII

School management negotiation representatives agree that the strike strategy should not be available as a means to resolve collective bargaining disputes.

Because the accumulated data are contradictory, this hypothesis is neither accepted nor rejected. With respect to the fixed-response questionnaire data, this hypothesis was supported. It is significant to report, however, that school management negotiators were not in complete accord with respect to the use of the strike. For example, some respondents emphasized that state legislatures should not legalize teacher strikes even though (1) community health is not thereby endangered, and (2) all previous impasse steps--e.g., mediation and/or fact-finding--have been exhausted. On the other hand, some management negotiators agreed that (1) mediated settlements could be advanced by strikes or strike threats, and (2) the inconveniences or "costs" of a strike can strengthen "settlement psychology." Since the case study data supported the viewpoints of the latter group of school management negotiators, the hypothesis was not supported.
While some of the case study data were referred to in the previous section, it is appropriate to directly summarize the relevant factors which influenced the process of impasse resolution in the three districts studied. These factors included political factors, the history of the collective bargaining relationship, the impasse procedures called for in the collective bargaining agreement, the exercise of power, and the emergence of group dynamics:

(1) Certain political factors can weaken the effectiveness of the fact-finding process. For example, the confrontation between collective teacher militancy and school board resistance to the collective bargaining process can function to increase the struggle for power in public education and consequently retard any impasse resolution device which is political or advisory in nature. Also community indifference or insensitivity to a teacher-board contract dispute can diminish the effectiveness of fact-finding.

(2) The informal collective bargaining relationship in all three districts could be alternatively characterized by "conflict," "militant opposition," and "aggression and resistance." When collective bargaining takes place in such a climate, any impasse procedure which involves the aspect of voluntarism--such as fact-finding--will probably be ineffective in resolving the labor dispute.
(3) The contractual provisions for resolving impasses in the three districts called for sequential steps of mediation and fact-finding. This arrangement prompted both parties to be complacent during pre-impasse negotiations thus delaying serious efforts to conclude negotiations. Furthermore, since this arrangement provided for fact-finding with advisory recommendations, one or both parties could reject the report. In all three cases, the recommendations were rejected, and closure of the bargaining dispute was not achieved until a teacher strike occurred.

(4) In the three districts studied, both groups engaged in an exercise of power. Teachers used unfavorable publicity campaigns such as picketing, newspaper articles, and leafleting, plus the strike. School management exercised power by seeking court injunctions and by threatening to dismiss striking teachers. Management power tactics were more effective than teacher power tactics primarily because the strike weapon did not bring reciprocal economic pressures on the disputants. That is, while teachers lost pay during the strike, school management did not lose state aid money and could, therefore, allow the strike to continue with impunity.

(5) In the districts investigated, several examples of group dynamics were manifested: group cohesiveness, attack and counterattack,
hostility towards third party judgments, and loyalty of negotiation representatives to those they represented. The appearance of some of these dynamics were attributable partly to fact-finding. For example, when school management negotiators refused to endorse the fact-finders' reports into toto, teachers were prompted to solidify their ranks and attack the "enemy" with a work stoppage. Ironically, rather than serve to resolve the impasse, fact-finding became an inflammatory process which intensified the intergroup bargaining conflict. These dynamics could also be attributed to the fact that the human relations method—with its emphasis on cooperation, regular communication, and joint problem-solving—was not systematically employed during pre-impasse and/or impasse negotiations.

CONCLUSIONS

This paper has analyzed the critical problem of impasse resolution in public education bargaining disputes. Data for the analysis came from a fixed-response questionnaire and a case study investigation from which a number of conclusions can be drawn:

(1) Teacher negotiators preferred to use the strike, arbitration, the human relations method, and mediation to resolve school bargaining impasses.

(2) School management negotiators preferred to use only the human relations and mediation method to resolve contract disputes.

(3) Both groups of negotiators rejected the use of fact-finding as a dispute settlement method.

(4) Political factors and an informal collective bargaining
relationship characterized by excessive intergroup conflict can hinder the effectiveness of fact-finding.

(5) Fact-finding is not as effective as the strike in bringing closure to a school bargaining dispute.

(6) The absence of reciprocal economic pressures on the disputants can reduce the effectiveness of the strike in resolving public education bargaining disputes.

(7) The inclusion of the human relations method and the exclusion of the fact-finding method can diminish the potentiality for the appearance of negative group dynamics.

Recommendations

An analysis of the results of the fixed-response questionnaire and the case study data would justify the following recommendations:

(1) Since both groups of negotiators responded positively toward the human relations strategy on the fixed-response questionnaire, it seems wise to incorporate the elements of this strategy into the collective bargaining relationship between teachers and school management. It is questionable if the human relations approach can be legislated into law, but some components, especially those which enhance intergroup communication, can be negotiated into local contracts. An example of a regular communication device is as follows:
MONTHLY CONTRACT MEETINGS

Representatives of the superintendent and the Association will meet once a month during the regular school year at a time convenient to both parties for the purpose of discussing the administration of the contract and to resolve problems that may arise. These meetings are not intended to bypass the negotiations or the grievance procedure. Further, each party will submit to the other, at least twenty-four (24) hours prior to the meeting, an agenda covering what they wish to discuss. This agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto, and submitted to the Board and the Association for approval, the same as this Agreement.

Such contractual clauses may be advantageous because they resolve immediate problems, function to settle problems before contracts expire, and serve to keep the communication lines open.

Other elements of the human relations approach are not so easily implemented because they deal with attitudes as well as bargaining tactics. For example, the integrative "win-win" element involves an attitude of trust, openness, good will, and a search for mutual gain. Also, joint sub-committee approaches and the intergroup problem-solving technique, which can be employed during actual bargaining sessions, will be difficult to achieve in the near future. These two elements, as well as other elements of the human relations approach can be learned by the bargaining participants. Specifically, negotiators could take advantage of laboratory workshops in which the participants learn the human relations approach by engaging in conflict management laboratories, role-playing, and intergroup problem-solving exercises. Such workshops are available and are instructed by behavioral scientists knowledgeable in the dynamics of the human relations approach.
(2) Mediation should be employed as the first step in the machinery for resolving school bargaining disputes. Since both groups generally agreed that fact-finding inhibits the mediation process, state laws or local collective bargaining agreements should not require fact-finding to follow on the heels of mediation. Furthermore, mediation should be accompanied by the threat or actuality of a legalized teacher strike simply because it provides pressure which induces settlement attitudes. While this recommendation may be unwelcomed and distasteful to the reader, the evidence from both the fixed-response questionnaire and the case studies makes this recommendation appropriate.

(3) Fact-finding with advisory recommendations should not be used in the machinery for resolving disputes. Since it can become a substitute for direct negotiations, it makes the collective bargaining process less effective. Furthermore, it can become a vehicle which intensifies impasse conflict. In other words, state legislation or local agreements could help to avert some of the conditions which lead to increased intergroup conflict, such as the strike, by eliminating fact-finding from the impasse resolution procedures. Fixed-response questionnaire data and case study analysis validate this recommendation.

(4) On the basis of the accumulated information, it is difficult to pronounce a firm recommendation regarding the use of arbitration. From one set of data, teachers and school management negotiators took contrasting viewpoints towards this dispute settlement device. Furthermore, since none of the districts used arbitration to resolve their 1972 impasse, many questions remain unanswered about this resolution device. Neverthe-
less, a recommendation is made that voluntary binding arbitration be available to the parties at any time during the dispute. This recommendation is based on the following rationale: The very fact that school management negotiators rejected the strike necessitates a search for the most effective "strike substitute"—that is, some device which will bring finality and closure to the bargaining deadlock. As noted, since fact-finding does not seem to be the best strike substitute, some form of arbitration would seem advisable. Moreover, voluntary binding arbitration would not be an unreasonable recommendation since several states now permit its use to resolve teacher-school management disputes. These states include Oregon, Pennsylvania, Nevada, Hawaii, Maine, and New Jersey.

(5) Categorical recommendations relevant to the use of the strike are also difficult to make because the accumulated data was mixed. That is, while the fixed-response questionnaire results showed a pronounced contrast between the two groups of respondents, the case studies supported the use of the strike strategy. Nevertheless, recommendation is made that the strike strategy be authorized by state and/or national legislation. This recommendation is based on the following rationale: First, school management negotiators did not denounce the strike in every respect. On the contrary, they agreed to some extent with professional literature that the costs, inconveniences, and pressures concomitant to the strike can serve to (1) facilitate meaningful, good faith bargaining, and (2) increase the likelihood of mediated settlements. Secondly, the strike did not create imminent peril or risk to the health and safety of the community in any of the seven school districts investigated. Thirdly, strikes
did terminate the impasses.

(6) Due to the above recommendations, the most functional impasse resolution procedure to be legislated into either state law or the local collective bargaining agreements would incorporate a combination of mediation, the legal right to strike, and voluntary binding arbitration available at any time during the collective bargaining dispute. In addition, the entire collective bargaining process would be generously sprinkled with elements of the human relations approach.

Implications For Further Study

(1) Similar research should be conducted in states having teacher bargaining laws to determine if impasse resolution procedures within the context of state legislation are more effective than impasse resolution procedures outside the confines of a state law. Oregon, Pennsylvania, and Hawaii would be appropriate states to study.

(2) Research might be conducted in school systems which have utilized forms of binding arbitration for the purpose of determining the effectiveness of such a method.
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APPENDIX A

COLLECTIVE BARGAINING QUESTIONNAIRE

Following are some statements with which you may agree or disagree. Please select one of the five alternatives which best represents your position on each statement and briefly state your reason for your particular choice.

SA—Strongly Agree
A—Agree
U—Undecided
D—Disagree
SD—Strongly Disagree

SA  A  U  D  SD  1. To reduce conflict and promote agreement during actual negotiations, the parties should meet regularly throughout the year outside the bargaining table to study problems.

SA  A  U  D  SD  2. In the event of a negotiations impasse, mediation should be used as a means to resolve the dispute.

SA  A  U  D  SD  3. The assured availability of an impasse procedure such as fact-finding tends to inhibit the willingness of the parties to compromise prior to acknowledgement of an impasse and use of the procedure.

SA  A  U  D  SD  4. Contract disputes between teachers and boards of education should not be resolved by an impartial, outside authority who makes a final and binding decision.

SA  A  U  D  SD  5. State legislatures should authorize strikes by teachers, at least where public health or safety is not thereby endangered.

*This questionnaire includes propositions designed to test the hypotheses.
6. As a mechanism for dispute resolution, teacher and school management negotiators should attempt to make decisions which permit both sides to gain in contrast to decisions where one party gains at the other party's expense.

7. Mediation, as an impasse resolution procedure, tends to promote rather than retard meaningful, sincere negotiations between the parties.

8. Fact-finding by itself, that is, without the use of either prior mediation or a subsequent strike threat, is not a positive vehicle for resolving teacher bargaining disputes.

9. Compulsory binding arbitration, in which a third party intervenes to determine salaries and other terms and conditions of work, would tend to weaken the direct negotiations process.

10. The threat or actuality of a strike can function to promote an agreement-making atmosphere.

11. To settle differences amicably, the style of bargaining should resemble mutual problem solving rather than independent decision making in which school management unilaterally sets salaries and other terms and conditions of employment.

12. The mediation process, without the additional step of fact-finding, can exert influence on each party to modify its bargaining position.

13. Fact-finding, leading to the issuance of formal public recommendations, is not likely to reduce the impasse conflict which still exists between teachers and school management following unsuccessful mediation.
14. As a means of impasse resolution, the parties should not have access to voluntarily submit the conflict issues to an impartial third party for a final and binding decision.

15. Concession-making, compromises or modification of bargaining positions by school management are likely to be generated when a teachers' organization threatens to strike.

16. A joint sub-committee approach, in which there are joint study teams composed of an equal number of teachers and school management representatives, would be a useful means of facilitating collective bargaining agreements.

17. The effectiveness of mediation would be improved if fact-finding were not so readily available to the bargaining parties.

18. Fact-finding with private recommendations is not likely to serve as an effective form of reconciliation when teachers and management are still at impasse following unsuccessful mediation.

19. As a means to resolve bargaining disputes, compulsory binding arbitration would deter the parties from reaching direct agreement by themselves.

20. Teachers should be allowed the "modified right to strike." That is, they could legally strike but only after either mediation or fact-finding procedures have failed to resolve the bargaining dispute.

21. Post negotiation committees, in which final resolution of some particularly thorny bargaining issue is discussed, would tend to diminish future bargaining conflict.
22. Mediation accompanied by the threat or actuality of the strike may stimulate settlement between the parties in contrast to mediation in and of itself.

23. When the fact-finding process is available in a local collective bargaining contract, the parties at impasse are likely to wait for fact-finding rather than seriously endeavor to reach direct agreement by themselves.

24. Reliance upon third party arbitration, either compulsory or voluntary, would weaken the incentive for the parties to agree at the bargaining table.

25. The threat or actuality of a strike during or following the mediation process would tend to increase the number of settlements in mediation.
APPENDIX B
CASE STUDY INTERVIEW GUIDE

ADDITIONAL OR RELEVANT FACTORS INFLUENCING BARGAINING IMPASSE

1. What has been the history of the collective bargaining relationship between the teachers' organization and the school management?

2. Were there any significant political issues or factors which had an impact on the bargaining impasse relative to the teachers' organization?

3. Were there any significant political factors which had an impact on the bargaining impasse with respect to the community or board of education?

4. What were the basic or key issues surrounding the bargaining impasse?

5. What impasse procedures were called for in the local collective bargaining contract?

6. What impasse resolution mechanisms were used and the considerations which led to the choice of those mechanisms?

7. How did each party react to the declaration of impasse?

8. What influence techniques were used by the teachers' organization to induce the school board to accept the teachers' demands?

9. What influence techniques were used by school management to induce the teachers to accept management's demands?

10. Describe the success or failure of mediation.

11. Describe the success or failure of fact-finding.

12. Were there any harmful effects of the strike with respect to relationships or the health and safety of the community?

13. Were there any psychological factors which had an impact on the dispute?
December 5, 1973

Dear

The Graduate School at Loyola University of Chicago has given formal approval for a research dissertation topic submitted by Mr. Larry Halter, a candidate for the Doctor of Philosophy Degree in the Department of Educational Administration.

Mr. Halter is using the personal interview method to collect the data needed to complete this research project and you have been selected as one of the interviewees. As director of this dissertation, I hope you will cooperate with Mr. Halter as he meets with you to gather appropriate data relevant to his topic: "Conflict Resolution Strategies in Public Education Bargaining Disputes."

The information you provide during the interview will be kept in confidence and hopefully will be used to assist both teachers and administrators manage the delicate relationships involved in the collective bargaining process. Mr. Halter will be contacting you in the near future to schedule a convenient interview time in your local area.

Thank you for your help in this matter.

Cordially,

Max Bailey
Assistant Professor
Educational Administration
APPROVAL SHEET

The dissertation submitted by Larry L. Halter has been read and approved by the following Committee:

Dr. Max A. Bailey, Chairman
Assistant Professor of Education, Loyola

Dr. Melvin P. Heller
Professor and Chairman of Administration, Loyola

Dr. Jasper J. Valenti
Professor of Administration, Loyola

The final copies have been examined by the director of the dissertation and the signature which appears below verifies the fact that any necessary changes have been incorporated and that the dissertation is now given final approval by the Committee with reference to content and form.

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

October 1, 1974

Date

Director's Signature