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dissertation entitled

THE EVOLUTION, IMPLEMENTATION AND ANALYSIS OF A NON-ADVERSARIAL, COLLABORATIVE NEGOTIATIONS MODEL

presented by

Barbara Jo Burghardt

has been accepted towards fulfillment
of the requirements for

Ph. D. _____ degree in Education _____

John Keltner
Major professor

Date February 24, 1988

THE EVOLUTION, IMPLEMENTATION AND ANALYSIS OF A NON-ADVERSARIAL, COLLABORATIVE NEGOTIATIONS MODEL

by

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A DISSERTATION

Submitted to

Michigan State University

in partial fulfillment of the requirements

for the degree of

DOCTOR OF PHILOSOPHY

Department of Educational Administration

1988

ABSTRACT

THE EVOLUTION, IMPLEMENTATION AND ANALYSIS OF A NON-ADVERSARIAL, COLLABORATIVE NEGOTIATIONS MODEL

by

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Alternatives to traditional adversarial bargaining are necessary in labor relations, and particularly in public education, where time lost to strikes, grievance handling and contract misinterpretation has drained energy from professional endeavors. Cognizant of this problem, the teachers union and administration of School District 41 in Glen Ellyn, IL agreed to consider an alternative negotiations model for the spring of 1987.

This study describes the creation and implementation of that model. The WIN-WIN concept of conflict resolution was used as a base, but was altered to meet district requirements. Steps used to create the model are described, and the procedures and protocols of the model are included. Implementation required two weekends and ten negotiation sessions, and used a multi-spokesperson, problem solving format. Data were gathered through firsthand observation, supported by minutes. Minutes were reviewed and corrected by the process group, composed of union and administrative members.

Barbara Jo Burghardt

The strengths and weaknesses of the model are analyzed, and its generalizability to other school districts is considered.

The major strengths of the model include: (a) establishing problem solving as a mind set, (b) allowing union and administration to speak directly to each other, and (c) limiting time spent on negotiations. Weaknesses include: (a) the exclusion of middle management, (b) inadequate training, (c) the ambiguity of the facilitator role, and (d) the lack of a plan for process breakdown.

The study recommends that this process be refined and used again in union-administration interactions.

The study includes a review of perspectives on Case Study Research, or Naturalistic Inquiry. There is a definition of Naturalistic Inquiry and a discussion of problems found with it. Particular attention is paid to internal and external validity and to the need for replicability.

To my father

William T. Burghardt

who taught me the true art of negotiation

ACKNOWLEDGMENTS

I wish to thank

-- Dr. John Suehr, who first convinced me that I should enter this program

-- my parents, who provided encouragement and support when it was most needed

-- Dr. Arthur Jones, who suggested a stimulating study topic

-- Peter Boekhoff, who provided the final typing, editing and motivation which brought this study to completion.

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Statement of Problem

I. THE PROBLEM

Collective bargaining in the public schools has become a reality. Unfortunately, the nature of that reality has often been detrimental to the parties involved. A brief glance at the literature reveals the following statements:

> "School Districts that engage in collective bargaining have generally adopted an industrial relations bargaining model. This model often requires of both sides such behaviors as secrecy, strategy, threats, and force . . . the antithesis of what educators desire children to learn."[1]

> "The aftermath of confrontational bargaining is likely to be marked by grievances, poor staff morale, and continued distrust between employees and the school district."[2]

> "Instead of the bargaining table being the place where issues are addressed seriously, it has become a place where power is tested and where issues are overshadowed by threats, personality clashes, and confrontation tactics."[3]

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[1]Jeanne Kolar, Leo R. Croce, and Justin M. Bardellini, "Integrative Bargaining in One California School District," Phi Delta Kappan, December 1981, p. 246.

[2]Randy Bohannon, Jerry Gates, and Chuck Namit, Checking Your Negotiations Style: The Situational Approach to Bargaining (Olympia, WA: Washington State School Directors' Association, 1985), p. 2.

[3]R. Michael Holmes, "Reduce hostility: Use teacher negotiations to solve mutual problems," American School Board Journal, August 1981, p. 28.

And finally:

> ". . . a time when board/teacher dialogue was strained, mistrust prevailed, and public support of public schools was waning."[4]

The traditional, adversarial approach to collective bargaining is adopted by newly bargaining school districts as the accepted practice. Teachers' associations and school boards submit proposals to each other and proceed to engage in strategies that culminate in the trading off of issues. Most publications that advise on bargaining strategies encourage confrontational thinking, and stress that gains only occur with fierce adherence to positions. The anger and suspicions this procedure produces on both sides can taint the professional relationship between board, administration and teachers, and can also create contractual inconsistencies that sabotage efficient contract management efforts. As the quotations above so clearly demonstrate, another approach to collective bargaining in the professional sphere is needed.

II. THE NEED

Simply stated, the need of the educational community is to establish viable alternatives to adversarial bargaining and to discover models that would aid that

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[4]Wayne Buidens, Margaret Marten, and Arthur E. Jones, "Collective Gaining: A Bargaining Alternative," Phi Delta Kappan, December 1981, p. 244.

exploration. As Edward Cohen-Rosenthal and Cynthia Burton state in their book Mutual Gains:

> "We contend that union-management relationships are not quite as adversarial as they might seem in theory, but rarely have the beneficial possibilities that the union-management relationship can bring been fully tapped."[5]

Alternatives to adversarial bargaining are rare, although attempts at collaborative processes are increasing. However, these attempts demonstrate lack of concrete procedures to follow once the traditional method has been abandoned. If a district decides to try an alternative to adversarial bargaining, what source is available to guide them in the creation of a new process? Possible models are suggested by Irving Goldaber, Richard Wynn and others,[6] but there is a decided lack of information on collaborative bargaining and on the implementation of such a process. Particularly, what is needed is workable structure models, with established protocols and procedures to guide the creation of alternative models.

For the betterment of the education profession, school

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[5]Edward Cohen-Rosenthal and Cynthia Burton, Mutual Gains: A Guide to Union-Management Cooperation (New York: Praeger Publishers, 1987), p. xiii.

[6]Irving Goldaber, The Goldaber WIN/WIN Contract Development Program: A Thirty-Day Program (Schaumburg, IL: Northwest Educational Cooperative, March 1-3, 1984); Richard Wynn, Collective Gaining: An Alternative to Conventional Bargaining: Fastback 185 (Bloomington, IN: Phi Delta Kappa, 1983). Others are reviewed in Chapter 2.

boards, administrators and teachers must start working together. Educational reform legislation passed by many state legislatures has mandated that collaborative committees be formed and joint policy be created, specifically in the areas of teacher evaluation and student discipline. Given the nation's current reexamination of its educational system, school districts will need to draw upon all their resources to solve the often long-standing problems inherent in a slowly changing institution. School boards, administration and teachers will need to establish problem-solving venues to confront the myriad of demands placed upon their systems. If educational leaders upgrade the quality of their interactions and establish collaborative working relationships during bargaining, not only will effective problem solving result, but education will assume the high professional status it deserves. And as models for attaining this collaboration are supplied, guidance during the transition will be assured.

III. BARGAINING HISTORY OF THE SAMPLE DISTRICT

Collective bargaining in School District #41 has been reasonably amicable for the last ten years, even though the traditional adversarial mode was used. Although the teachers have never chosen to strike, strong conflicts and dissatisfaction have occasionally surfaced. The last major confrontation occurred in 1976, when negotiations went to

mediation, and the teachers protested the lack of contractual progress with a march down the main street of Glen Ellyn and a candlelit vigil outside the subsequent board meeting. From that time until the present, reactions were more subtle in nature. However, a feeling of discontent prevailed.

Prior to the creation of the new model, the teachers' negotiating team consisted of four Glen Ellyn Education Association (GEEA) members and an Illinois Education Association (IEA) Uniserv (field) representative. The school board team was comprised of the assistant superintendent of finance, the board's legal counsel, and two rotating board member positions. In one year the superintendent also joined the team. The spokespersons for the two sides were the IEA representative and the board counsel. The board occasionally had additional personnel in an adjacent room to confer with during caucuses. At various times this included the superintendent, the assistant superintendent of curriculum, or another board member.

The format had become standardized and was included in the contract. By a designated date each year, proposals had been exchanged. This was well in advance of the first negotiation session, so that each side could consider its strategy. At the negotiation sessions the two spokespersons, briefed by their constituents, would explain the reasoning behind various proposals. Unfortunately,

these discussions were generally viewed as a preliminary to the true bargaining, which involved the packaged tradeoff of issues. Using this process, the goal was to find a package of issues acceptable to both parties, and at that point tentative agreement was reached.

The result was a system that demanded extensive negotiation time (usually four to six months), and that produced a settlement barely acceptable to each side.

Teachers rarely left the table feeling that their concerns were understood, for they had not been able to explain their own positions, and the desired recipients of their reasoning (superintendent and principals) were not present at the table. Although the board's legal counsel was charged with communicating the teachers' concerns to administration, teachers often felt that this did not occur.

The process described hampered communication, due to the construction of the school board team, the assumption of adversarial attitudes, and the designation of a single spokesperson.

Teachers never spoke directly to their employers about their concerns, to the loss of both sides. Issues were perceived as a contest of wills, rather than as problems to be resolved. Composition of the board's and teachers' teams had remained fairly constant, so that an understanding of the process and of the necessary posturing was present. It

was understood what needed to be said, what sequences must proceed for settlement to occur. However, communication during the sessions was minimal, and frustration and suspicion, although carefully controlled, were always present.

This was the situation that existed in September 1986, the beginning of the negotiations year.

IV. THE PURPOSE

The purpose of this study is to examine the evolution and implementation of an alternative bargaining model, and then analyze this model for strengths, weaknesses and applicability for general use. The model to be used is the Integrated Negotiations Concept (INC), as created and applied by the participants from School District #41 in Glen Ellyn, IL, for negotiations in the spring of 1987.

V. RESEARCH QUESTIONS

This study will attempt to answer the following research questions:

1. What are the strengths of the created model?

2. What are the weaknesses of the created model?

3. What recommendations for change can be made in the future use of this model?

VI. THE OVERVIEW

Alternatives to traditional adversarial bargaining are necessary in the labor relations field, as the results of confrontational tactics have had increasingly destructive results both to management and to labor. Strikes, time lost to grievance handling, and contractual misinterpretation have taken a toll on many institutions, in addition to absenteeism and inefficiency due to poor staff morale. The results in public education have been an interrupted education for this nation's children, and the allocation of valuable energies away from professional efforts.

There are few documented approaches to collaborative bargaining, and even fewer structured models. Existing ones are reviewed in Chapter 2. Also included are possible strategies and techniques to use in a collaborative setting, and a final design model for creating and implementing a collaborative model.

Chapter 3 explains the methodology chosen for this study and contains a treatise on current case study perspectives. A brief description of the sample district is included, as is an outline of the process used in the creation of the negotiations model. The collection and treatment of data are discussed. Data are analyzed using "The Design of Effective Union-Management Cooperative

Efforts"[7], a suggested process guide for model creation. The limitations of a study of this nature are also explained.

The evolution of the negotiations model will be explained in Chapter 4 and its implementation discussed in Chapter 5. Chapter 6 will analyze the process (its procedures and protocols) by using the design model mentioned above, and will ascertain its strengths and weaknesses. It will also produce working hypotheses to guide future researchers in this area.

The creation of the model entailed a total of over 300 hours of effort, as almost all steps in the process involved group interaction and consensus on various issues. There were no unilateral decisions made, and the complete involvement of all participants was expected. Initial meetings centered on the formation of the protocols and process, and later ones on the selection of a facilitator and on the agreement on rules for the bargaining sessions. Irving Goldaber's WIN/WIN Model was used as a base structure, but the needs of the individual district had to be agreed upon, and then the model altered to fit those needs.

Implementation covered a six-week time span. The beginning and ending sessions encompassed whole weekends;

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[7]Cohen-Rosenthal and Burton, Mutual Gains, pp. 139-209.

three-hour interim meetings were held twice weekly. After settlement, further meetings were held to clarify certain issues and to evaluate the process.

It is hoped that by establishing the groundwork for this kind of an effort, other districts will realize a decreased time demand, and will benefit from the elimination of unnecessary steps. In any event, it will certainly alter the relationships of the parties involved, and they will never perceive collective bargaining in quite the same way again.

Chapter 2

Review of Literature

Collective Bargaining in the public schools has, for most sophisticated areas, become an accepted procedure. Unfortunately, the nature of that bargaining is often hostile, as evidenced by the preponderance of teacher strikes in recent years and the frequent use of grievance action to settle union-management conflicts. A more cooperative approach to settle disputes must be considered -- and this is the focus of the current study.

A review of relevant literature substantiated the common perception of bargaining as adversarial. The majority of writings dealt with techniques used to control or conquer your opponent. However, since the focus of this study is cooperative models, this chapter will limit itself to reviewing attempts at cooperative bargaining in school settings.

This chapter will basically deal with five major topics:

I. Stages in the Development of Labor Relations

II. Collaborative Approaches

III. Collaborative Models in Collective Bargaining

IV. Strategies and Techniques

V. Design and Planning

The differences between Section II, Approaches, and Section III, Models, may need some elaboration.

A number of groups have tried somewhat loosely structured cooperative approaches, which were composed of techniques used in dealing with a conflict situation. These will be described in the second section. More structured models have also been created under various names, which include the procedures to be used as well as the techniques. These will be discussed in the third section, to show the similarities and differences of cooperative models, and lay the groundwork for the proposed study model.

I. STAGES IN THE DEVELOPMENT OF LABOR RELATIONS

The inevitability of collaboration is suggested in the work of Charles T. Kerchner and Douglas Mitchell.[1] In an article published for the National Institute of Education in Washington, D. C., they describe the progression of stages in labor relations in public schools, and while cooperative relations are seen as inevitable, they are not seen as permanent.

Kerchner and Mitchell describe three generations and two intergenerational periods of conflict between teacher

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[1]Charles T. Kerchner and Douglas Mitchell, The Dynamics of Public School Collective Bargaining and Its Impacts on Governance, Administration and Teaching(Washington, D. C.: National Institute of Education, March 1983), p. 1-6.

organizations and administration. The First Generation is called the "meet and confer" stage. There is a high level of trust, and organizations are not very strong or important. There is a general feeling that administration has the best interests of the teachers at heart.

The First Generation breaks down, usually over ideological issues. Teachers feel they have been denied justice and dignity, and overt actions such as strikes are not uncommon. This Intergenerational Conflict ends with a legitimacy for the newly militant teacher union and an acknowledgement of the necessary function of the administration.

This ushers in the Second Generation, a time characterized by "good faith bargaining." Conflict is reduced, although flare-ups of high feeling occur. Strikes occur over economic issues, if at all, and the primary source of tension between teachers and administration is the scope of bargaining. Eventually, the relationship between the two groups becomes comfortable, and knowledgeable insiders develop patterns of interactions by which labor relations are handled.

The Second Intergenerational Conflict occurs when concerned outsiders feel that labor organizations have taken over the schools and must be controlled. These people run for school boards, and trust again becomes low and conflict

high. This stage ends when management becomes an aggressive member at the bargaining table, and teachers accept that role for management.

The Third Generation is one in which the teachers accept that their status and economic well-being are dependent on the public perception of themselves as being competent and having the best interests of the students at heart. Management enters this phase when it realizes that important school policies are made through the collective bargaining process and cannot be kept separate. "Thus, in the Third Generation, there is an explicit joining of bargaining and policy."[2]

Kerchner and Mitchell feel that not many districts have reached this point, that most labor relations in public education are still developing toward this stage.[3] It is felt that the environment described here would be the most conducive to cooperative labor relation efforts, and the scant amount of related literature supports the newness of the concept.

It is interesting that in another paper Kirchner and Mitchell join Wayne Erck and Gabrielle Pryor in warning about the hazards of cooperative efforts. While acknowledging a growing stream of literature documenting

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[2]Ibid., p. 7-5.

[3]Ibid., p. 1-9.

cooperative labor relations in public school settings, they warn:

> "Accommodative relationships between school executives and teacher union officials do indeed develop in some cases, but cooperative relationships are politically hazardous for both parties. Episodic upheavals in the political environment can sweep elected and appointed officials from office, challenge the legitimacy of established working relationships, and radically alter labor relations."[4]

An alternative to the sociological perception presented above is given by Edward Cohen-Rosenthal and Cynthia E. Burton in their book Mutual Gains: A Guide to Union- Management Cooperation.[5] Their focus is general labor relations rather than a perspective limited to the public sector, and they refute the belief that cooperation in labor relations is a new trend, for historical records show there have been waves of cooperative dealings, often associated with national and economic crises.

Union-management cooperation dates from the turn of the century, with early unionists advocating worker owned and managed enterprises. In the last half of the 1800's, there was spirited debate in the labor movement about whether to cooperate with the owners of capital or to

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[4]Douglas E. Mitchell, Charles T. Kerchner, Wayne Erck, and Gabrielle Pryor, "The Impact of Collective Bargaining on School Management and Policy," American Journal of Education 89 (February 1981): 153.

[5]Edward Cohen-Rosenthal and Cynthia E. Burton, Mutual Gains: A Guide to Union-Management Cooperation (New York: Praeger Publishers, 1987), p. 35.

promote worker ownership. The prevailing notion of business unionism supported traditional businesses and sought to improve wages, hours and working conditions. Experiments involving joint participation occurred, one being the Filene's Department Store in Boston, which in 1898 instituted a Cooperative Association. This association could make or change any store rule, subject to veto by the owners, and the owners' veto could be overridden with a two-thirds majority vote. Other attempts included elected representational bodies, complete with a House of Representatives and a Cabinet!

The shop committees that formed during World War I provide one of the clearer antecedents to the cooperative movement, caused by the need for full production and domestic labor peace. Although a number of these occurred outside union settings, they occurred at a time of rapid union growth, and eventually were encompassed by union groups. Their major purpose, as stated by William Leavitt Stoddard, administrator of the National War Labor Board, was to:

> ". . . bring about efficiency and better working conditions. . . . The organization is dual or joint and is based on a theory of cooperation rather than the theory of competition or conflict."[6]

Immediately after the war, many employers abandoned these programs, but they came back even stronger in the

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[6]Ibid., p. 37.

1920's. The number of workers covered by shop committees climbed from 319,000 in 1919 to 1.5 million in 1924 in more than 814 firms.

As the danger of fascism grew in Europe and Asia, discussions of union-management cooperation escalated, and during the war years a new labor-management relationship emerged, led by the War Production Board. A major activity of the body was to promote the development of labor-management committees throughout American industry. The committees were a great success, not only increasing efficiency in industry, but also allowing workers the satisfaction of working with management.

After the war, the labor-management climate worsened significantly. As wartime pressures ended, and servicemen returned to the work force, tensions escalated and strikes broke out. Management rights clauses and union security agreements became commonplace, sharply delineating authority recognition. Union-management cooperation fell by the wayside, and although there were examples of cooperation during the 1950's, it never reached the high levels of the 1920's and the 1940's.

During the 1960's, the focus was on general human relations theory, rather than union-management relations. The stage for today's cooperative approaches was set by the work of Kurt Lewin, Renses Likert, Robert Blake, Jane Mouton

and others, who developed action research models and new understandings of group dynamics.[7] As the 1970's progressed, various studies researched and supported the concept of union-management cooperation. One of the most significant was a study released by the U. S. Department of Health, Education and Welfare, entitled Work in America. It generated intense discussion on worker alienation and the need for new forms of work organization. By the end of the 1970's, partly sparked by the Japanese models of workplace success, interest and activities had increased. The cooperative strategy was rediscovered as a way to increase the viability of the unionized sector, competitiveness, and union satisfaction.[8]

Cohen-Rosenthal and Burton feel that, given the activities and principles stated in the past, the current trend toward cooperative relations can hardly be called "new." They feel that if any lessons can be learned from the historical record, they are:

1. Cooperative programs aren't permanent (The impetus for cooperation is perceived as purely situational).

2. Macroeconomic forces play a major role in the longevity and incidence of cooperative programs (Cooperative approaches are affected by depressions, wars, the state of

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[7]Ibid., p. 43.

[8]Ibid., p. 44.

the economy, and major social forces).

3. Historically, there has been a contest between joint union-management programs and management-initiated programs.

4. There is a long and proud history of union-management cooperation in the United States. The cooperative plank has always existed, although admittedly a minority viewpoint to the more pervasive adversarial conception of labor relations.[9]

It appears that Cohen-Rosenthal and Burton are implying that cooperative ventures, like many historical movements, are cyclical in nature, which can certainly also be surmised from the work of Kerchner and Mitchell. Although Cohen-Rosenthal's viewpoint encompassed a national perspective and Kerchner's focused on a small self-contained environment, the rotation of stages is clearly presented.

The current appearance of cooperative union-management relations in public education can in that light be expected. Societal demands for reform and a need to reestablish credibility in education as a profession have compelled some administrations and unions to join forces to work toward the mutual bettering of education as a whole. Insufficient financial supply, coupled with large-scale changes, has

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[9]Ibid., p. 46.

started educators down collaborative paths. At this point cooperative labor relations is still "experimental" and infrequent, but a growing desire for collaborative, supportive environments on the part of both management and union can be anticipated.

II. COLLABORATIVE APPROACHES

A number of attempts to end adversarial relations and establish more civilized, communicative approaches in education have been documented recently. Those presented represent behavioral or attitudinal components rather than changes in collective bargaining structure. A further section will address change models.

One example of changed attitudes is shown by R. Michael Holmes, writing in the American School Board Journal, who cautions administrations against confrontation tactics in negotiations.[10] He feels many school officials try to resolve conflict in one of two ways, either of which he sees as counterproductive to increased communication and efficiency in public schools. One method, labelled WIN/LOSE, espouses the philosophy of one side winning everything and losing nothing, while the other side loses everything and wins nothing. Another method, based on

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[10]R. Michael Holmes, "Reduce Hostility: Use teacher negotiations to solve mutual problems," American School Board Journal, August 1981, p. 28.

compromise, creates a give-and-take environment, where each side will experience some gain and some loss. He feels the former method creates imbalances in a system guaranteed to cause future conflict. The latter does not find the best solution to a problem, but rather a solution based on the tradeoff of issues, often leaving specific concerns unresolved or even not considered.

What is proposed is a problem-solving approach, where both sides present perceived problems, and then the entire group looks for solutions to those problems. If solutions cannot be discovered that completely eliminate a concern, alternatives can be drafted that best meet the needs of the problem. The advantage here is that each side clearly understands the needs and positions of the other, and if a compromise must be reached, it is a compromise toward the solution of the problem, not a compromise in bargaining items. Where the first method described above deals with the ending strength of bargaining results, and the second compromises on issue clarity, the third actually addresses the problem, and therefore would create the most beneficial solution for both sides.

Holmes ends the article with the following consideration:

"Perhaps more than anything else, the problem solving approach offers us the opportunity to lay the groundwork for the reestablishment of positive, productive

> relations between school boards and bargaining units. We are all in this school business together, and we need each other to succeed. We need each other's wisdom, trust, cooperation and commitment. If we continue to function with an us-against-them attitude, one fact seems certain: We will all lose."[11]

Problem solving as an approach is again addressed in the article "Tackling Problems Through Negotiations" by Lane Tracy and Richard B. Peterson.[12] They define the components of problem solving as defining the problem, investigating its causes, proposing alternatives, and choosing the best alternative. It is interesting that in a list of variables containing trust for the other side, friendliness for the other side, acknowledgement of legitimacy and support from the other side, respect for the other side was found to have the strongest correlation with success in problem solving.

A cooperative approach to negotiations is encouraged by Johanna and Phillip Hunsaker, who offer the following among a list of negotiating guidelines:

1. Negotiation should aim toward the satisfaction of all parties.

2. The importance of give-and-take should be recognized in compromise situations.

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[11]Ibid., p. 29.

[12]Lane Tracy and Richard B. Peterson, "Tackling Problems through Negotiations," Human Resource Management, Summer 1979, p. 14.

3. The essence of successful negotiations is cooperation. Any succession of moves toward agreement will need the cooperation of the parties to reach mutually acceptable solutions.[13]

From a slightly different view, Charles S. LaCugna, in a paper for the Washington State School Directors' Association, indirectly supports problem solving as an approach in bargaining, but feels that labor relations groups, locked in adversarial perspectives, would be unable to change their attitudes without help. He proposes that parties select

> ". . . a permanent neutral to monitor their labor relations . . . he would have formal and informal relations with the parties throughout the term of the collective bargaining agreement and during the bargaining for a new collective bargaining agreement."[14]

The permanent neutral could be used in a variety of positions, such as mediator, fact-finder, monitor, counselor, and guide. The neutral could "foster communication, allay suspicions, reduce animosities, suggest mechanisms for handling complaints, and conduct meetings."[15]

Problem solving as an approach was more concretely

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[13]Johanna S. Hunsaker, Phillip L. Hunsaker, and Nancy Chase, "Guidelines for Productive Negotiating Relationships," Personnel Administrator, March 1981, p. 38.

[14]Charles S. LaCugna, A Plan to Reduce Arbitration and Negotiation Impasses (Olympia, Wash.: Washington State School Directors' Association, 1985), pp. 5-6.

[15]Ibid., p. 6.

advanced by Frank B. Brouillet, the Washington State Superintendent of Public Instruction, in 1974.[16] The state had been experiencing increased labor relations tensions in public education, dating from the enactment of a collective bargaining bill in 1965. After a long and vicious teachers' strike in 1973 in the Vancouver area, Brouillet organized what came to be known as the Washington School Collaboration Project. Launched on a statewide level, the model exposed over 3000 individuals to 24 hours of training in formal problem solving and 12 hours in negotiations strategies and roles. Four successful problem solving techniques were used: (A) the advocacy approach, which seeks win-win outcomes, with a maximum of face saving involved for all; (B) Images of Potentiality, which focuses on long-range goals and putting differences of opinion to work to solve problems; (C) "Management-responsibility guidance," which assigns specific individuals the responsibility of meeting school district objectives; and (D) research utilization, a systematic process that clarifies the problems, finds alternative solutions, and selects appropriate responses.

As a training model, especially one administered statewide, it serves as an example of the need and use of instructing local negotiators in formal problem-solving techniques.

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[16]Gaye Vandermyn, "Learning the Negotiations Game," Compact, July/August 1974, p. 970.

III. COLLABORATIVE MODELS IN COLLECTIVE BARGAINING

The previous sections of this review have dealt with a brief history of collective bargaining in a specific and historical sense, and a review of collaborative approaches to labor relations. However, since this paper deals with the creation of a new model, a comprehensive review of existing models seemed indicated. They are described below.

A. Collaborative Approach

John J. Augenstein chose this title as a description of the model he created for the schools in the Diocese of Youngstown, Ohio.[17] There was a perceived need for the integrating of two concepts, justice for teachers and the existence of a community of faith. This model is an attempt to achieve that integration.

The participants are termed Collaborators (teachers) and Stewards (pastor, principal, parents, parishioners, board members). The number of participants can be decided by the group with an ideal size being eight (it is interesting to note that in the example used there were three teachers and five stewards). Larger districts could elect to enlarge the group with more representatives. There are

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[17]John J. Augenstein, A Collaborative Approach to Personnel Relations: A Modal Process for Justice in the Catholic School Community of Faith (Bethesda, Md.: ERIC Document Reproduction Service, ED 195035, 1980), pp. 9-13.

two leaders, one from each representative group. The Participant has responsibilities relating to attendance, preparation, participation, and resolution. During discussion, each group presents its feelings on a certain matter, but should be prepared to accept a consensus rendered by the total body, even when its own ideas do not hold sway.

Meeting location and agenda are decided by the leaders, and study materials are prepared and distributed well in advance.

The format of the meetings is generally: (a) prayer service, (b) presentation of information, (c) discussion, (d) resolution, and (e) concluding prayer.

Augenstein provides sample session content outlines. One is included below:

Fifth Session

1. Prayer service
2. Brief review of last session
3. Issue C: Personal and Family Monetary Needs (Lay Teachers)
   a. Salary Scale (wages)
   b. Other Benefit Compensation (For this issue, it is helpful if each constituent or group can develop one or more proposals for the whole group's consideration. The

starting points are existing wage scales and benefits.)

4. Review of agreements reached at this session or summary of points made
5. Identification of issue or issues for next session
6. Establishment of individual or group assignment for next session
7. Establishment of date, time and location of next session
8. Prayer Service or Reconciliation Rite
9. Socialization[18]

Final items covered in this process model are: the process time frame (which should be included in the yearly school calendar); the final decision-making responsibility (this should be decided at the outset); and the dissemination of results to the proper bodies.

There is a brief discussion of a conflict resolution technique used in this process. The stages generally are (a) the stating of the problem, (b) the listing of possible solutions, (c) the listing of conditions for solution, (d) consideration of possible consequences, (e) the review of all solutions, and (f) selection of the best solution. Examples of each step are given for a specific problem.

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[18]Ibid., p. 11.

B. Theory Z Bargaining

This model, based on a Japanese management philosophy described by William G. Ouchi as "Theory Z," shares the following principles and techniques with that philosophy:

-- unity between management and union on the goals of the organization
-- cooperative team approach
-- genuine concern for employee welfare
-- consensus decision making
-- emphasis on problem solving
-- structures and styles that facilitate communication
-- concern beyond short-term benefits[19]

The model, based on problem solving, was used by the North Clackamas and Lake Oswego School Districts in Oregon. As proposed in 1974, the components of the model were:

1. Each side would bargain for itself with no outside help at the bargaining table.

2. Each side would have a team of eight.

3. Teachers would only bargain issues pertinent to their local.

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[19]Marilyn Pheasant, "Theory Z Bargaining Works: Teachers and Administrators in Two School Districts Replace Hostility with Trust," OSSC Bulletin 28 (March 1985): 2.

4. Teams would meet monthly to discuss any problems they had.

5. By agreement, they could negotiate the contract whenever a problem was found, or when they felt it was desirable.[20]

During implementation, the following actions occurred: the school board agreed not to employ a professional negotiator and the teachers agreed not to bring a uniserv representative to the sessions; all levels of administration were represented on the administrative team; the teachers agreed to bargain only local concerns; there was agreement to continuous negotiations in monthly meetings; and the board agreed to give the administrative team wide latitude to negotiate non-economic issues. The success of these actions produced a positive result in the first year.

Two major developments occurred during the second year of the process. One was that the superinten- dent, who had conceived of the process, was made the team spokesperson, and the other was that the superintendent persuaded the school board to make their first offer their best offer, the latter effectively ending positional bargaining once the teachers' union was persuaded of the sincerity of the offers.

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[20]Ibid., pp. 4-5.

There have been two major threats to the process: in 1977 when new union officers felt bargaining had been more productive the old way, and in 1978 when bargaining went to mediation and fact-finding. In the first case older members persuaded the new board to continue with the process, and in the latter, even though the teachers did not approve of the fact-finders' report, the union leadership recommended acceptance, and members attending a rally voted to approve.

There were no further threats to the process, and as of 1985, it was felt that the feelings of trust and cooperation between the teachers and administrators had grown stronger over the years.

The benefits from the model are felt to be: (a) attitudes of mutual problem solving and cooperation developed; (b) time spent on negotiations was greatly reduced; (c) teacher concerns changed from union business to curriculum and student achievement; (d) the association became a helpful ally to the administration (passing budget levies, enforcing building procedure); and (e) rumors and speculations, often leading to misunderstandings, stopped because of the monthly meetings.

C. Situational Approach to Bargaining

After briefly comparing a Traditional Bargaining Model (adversarial) and an Interest Bargaining Model (win-win),

"Investigator actions can take two forms: imposition of a priori constraints on the antecedent conditions (control), and imposition of constraints on the outputs. The more an investigator does both, the more he is experimentally inclined; the more an investigator does neither, the more he is naturalistically inclined. Both experimental and naturalistic approaches (as well as others) can, thus, be conceptualized as occupying different areas within a common inquiry space defined by the two dimensions noted."[4] (see Figure 1)

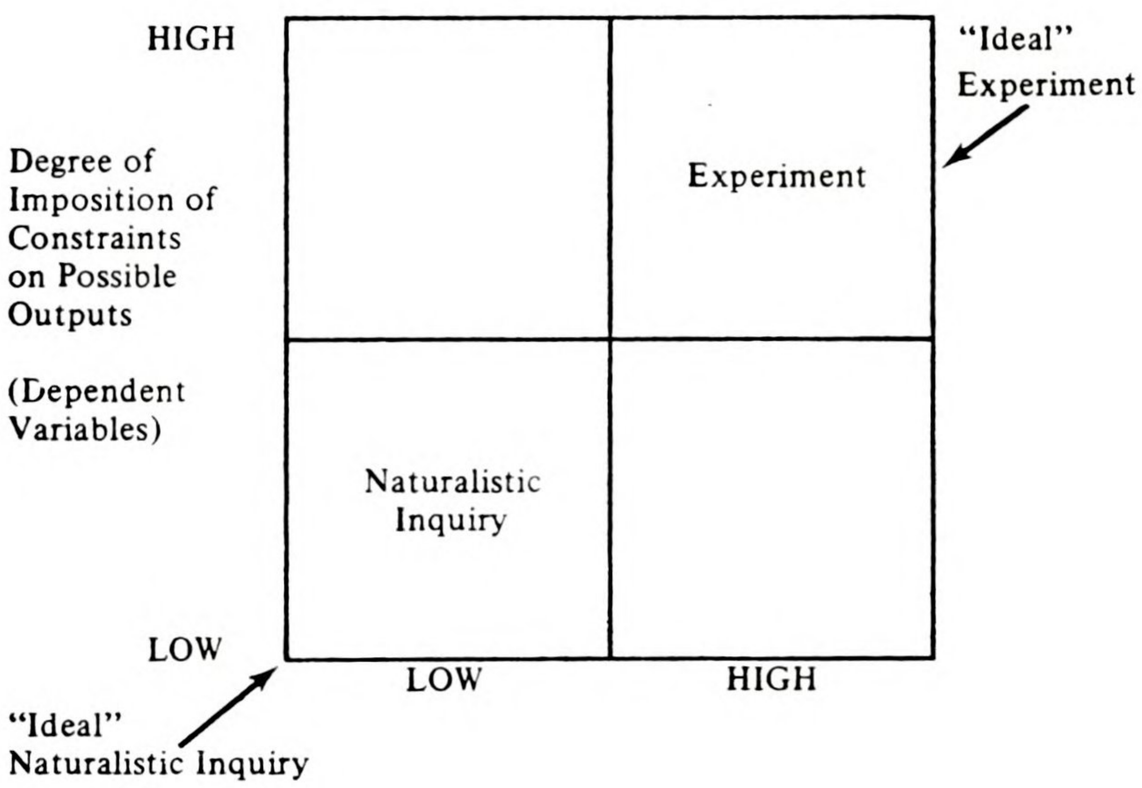

Figure 1: Representation of Inquiry Space or Domain of Inquiry[5]

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[4]Egon G. Guba, Toward a Methodology of Naturalistic Inquiry in Educational Evaluation (Los Angeles: UCLA Center for the Study of Evaluation, 1978) p. 79.

[5]Ibid., p. 10.

Chuck Namit believes that there are problems inherent in both.[21] The traditional approach is too confrontational, and inexperienced negotiators can stumble over the rough issues in collaborative (win-win) bargaining.

Kenneth H. Blanchard and Paul Herseys created a leadership model call the "Situational Leadership Model."[22] The basis of that model is that different situations demand different leadership styles, and that to adopt one rigid style and use it in all situations will lead to failure. Namit contends negotiations should be approached in this manner, since a single inflexible negotiating style will limit the possibilities of success and insure unreal expectations. To that end the "Situational Approach to Bargaining" has been developed as an aid to select an appropriate bargaining style and strategy to fit various situations.

Four bargaining <u>stages</u> have been identified:

1. Conflict Stage -- "warfare," high degree of distrust on both sides;

2. Containment -- "armed truce" -- each side acknowledges the other -- board tries to contain

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[21]Randy Bohannon and others, <u>Checking Your Negotiations Style: The Situational Approach to Bargaining</u> (Olympia, Wash.: Washington State School Directors Association, 1985), p. 8.

[22]Ibid.

union demands;

3. Accommodation -- emphasis is on building a relationship -- reason and persuasion are used;

4. Cooperation -- trust is high and motivation is to solve problems -- issues are usually dealt with as they arise.

Namit feels that in any given negotiation round the parties may move through any of these stages, and that a knowledgeable negotiator will determine the stage for specific issues and handle the situation accordingly.

Elements or Bargaining descriptors, which would vary depending on stage entered, were seen to be:

1. Motivation Element of the Bargaining Relationship (desire of the participants for a smooth interaction);

2. Decision Making Element (at what level in the district hierarchy are decisions made; who are the participants in the decision?);

3. Bargaining Process Element (what stage is used?).

In a parting observation, Namit noted the following characteristics as indicative of districts who have reached a Collaborative Stage:

1. They have a Realistic Assessment of the Bargaining Stage.

2. They agree that the Durability of the Agreement is the Measure of Success.

3. They have Written Principles which provide Focus.

4. They have Developed a local Trust Capital.

5. They realize that Mutual Interests are Essential to an Agreement.

D. Integrative Bargaining

In an article about bargaining in Livermore, California, Jeanne Kolar and others explain that in Integrative Bargaining, conflict is perceived as a failure in problem solving that can be overcome by the application of effective problem-solving skills.[23]

In this model, both sides agree to omit "throwaway" items from the bargaining proposals, and to admit openly their bargaining priorities, thereby eliminating the strategy need of the traditional bargaining process. In addition, the board/administration and the teachers agree to submit all unresolved issues to study committees composed of

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[23]Jeanne Kolar, Leo R. Croce, and Justin M. Bardellini, "Integrative Bargaining in One California School District," Phi Delta Kappan, December 1981, p. 246.

all three parties. These committees study each unresolved issue, and their recommendations are submitted to negotiations in the next year. The committees objectively examine data and consider alternative solutions that best meet the needs and concerns of interested parties, without losing track of district goals. It also allows a large number of people to contribute information and feedback on a given issue, and eliminates quick decisions without adequate reflection.

The board negotiator is an administrator hired from within the district. Although the board negotiator reports negotiations progress directly to the board, if teachers feel they need to address the board personally on certain issues, their chief negotiator and union president attend executive board sessions to present items for discussion.

Honesty, mutual trust, and cooperation between the parties are essential, and it is imperative that the superintendent and president of the teachers association model this relationship, and have ready access to each other. Having risked trusting each other, the Livermore school management are now working together in a climate of mutual honesty and respect.

E. Collective Gaining

Another model that uses monthly meetings in the bargaining process has been successfully implemented in

Forest Park, Illinois.[24] (In the early development of the process, Participation Training was provided for the total staff, and in-service courses in group dynamics and interpersonal relations were offered, so the proper interaction perspective would be held by all parties.)[25] The gaining committee consists of five teachers, the superintendent, a building administrator and two school board members. The committee strives for collaborative problem solving and decision making, with the goal of finding solutions that are beneficial to the total group.

Meetings are held monthly, and the responsibility for chairing the meeting rotates. The meetings are open to the public, and broad participation is encouraged.[26]

Teachers are given release time for faculty gaining meetings monthly, and the issues are also given discussion time during school board meetings and administrative meetings, so all constituents are adequately polled.

Problems submitted for discussion must follow the agreed criteria:

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[24]Wayne Buidens, Margaret Marten, and Arthur E. Jones, "Collective Gaining: A Bargaining Alternative," Phi Delta Kappan, December 1981, p. 244.

[25]Arthur E. Jones, Collective Gaining: A Collective Bargaining Alternative (Schaumburg, Ill.: Northwest Educational Cooperative Conference, March 3, 1984), p. 1.

[26]Buidens, Marten, and Jones, Collective Gaining, p. 246.

a. The problems should affect all the groups represented.

b. The problems should reflect a need for participatory integration of the views of all factions.

c. Solutions to the problems should potentially benefit everyone -- children, parents, teachers, administrators, and board members.

d. Fiscal and legal implications of problems should be evaluated prior to the meeting.

Voting as a means to decision making is prohibited -- the goal is to arrive at a general consensus. Caucuses are not allowed, but items can be tabled if additional input is needed by a representative group.

> "The process of arriving at consensus requires committee members to make every effort to accommodate varying positions and different opinions. If they manage to do so, they develop a feeling of ownership and a commitment to successful implementation of the final solution. Decision making is multi-lateral, and eventual agreements are a product of open discussion."[27]

F. Goldaber WIN/WIN Contract Development Program

The model developed in this paper was based in part on the WIN/WIN philosophy and Contract Development program

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[27]Ibid., p. 245.

created by Irving Goldaber through his work as Director of the Center for the Practice of Conflict Management, in Miami, Florida. For that reason, both aspects of his program will be thoroughly explored here.

In a paper published by the Confederation of Oregon School Administrators in 1982, Goldaber explained alternative models of response to conflict.[28] He felt a conflict proceeds along several action routes, linked together in a chain. In the beginning, a CALM exists. However, then some imbalance in the system creates a CREVICE, which CHALLENGES the state of calm. At this point, with the forces at a CROSSROADS, a CONFLICT is imminent. Four paths are possible at this point.

1. LOSE/WIN MODEL

This constitutes a model of avoidance. The party desiring change decides, for a number of reasons, not to confront the adversary. This will usually occur when the party desiring change is in a position of less power than its adversary.

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[28]Irving Goldaber, Transforming Conflict into a 'WIN-WIN' Outcome (Salem, Ore.: Confederation of Oregon School Administrators, 1982), p. 1.

2. LOSE/LOSE MODEL

If two forces of equal strength reach conflict, a COUNTERBALANCE may occur, and the state of conflict, similar to a cold war, becomes the status quo.

3. WIN/LOSE MODEL

In this model, at the point of CONFLICT, a CLASH occurs, and each party seeks to gain what it desires, through the destruction of its opponent.

4. WIN/WIN MODEL

If, after the conflict has been joined, the parties decide to explore a COLLABORATIVE relationship, acknowledging shared goals, a win/win arrangement is possible. Its characteristics are a voluntary yielding of power, a "newpromise," and a willingness to disagree agreeably.

While the first and third characteristics above are clear in their intent, the second needs some explanation. "Newpromise," a word created by Goldaber, is "a solution to a conflict situation employing a restatement of the original standoff to arrive at a valid articulation of the obstacle."[29] It is a re-analysis of the original conflict to ascertain other acceptable solutions.

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[29]Ibid., p. 7.

Goldaber points out that reestablished states of calm are not meant to be permanent; that change, and therefore conflict, inevitably follows calm; and that a positive, beneficial way to handle conflict will enrich both parties as they move through states of transformation.

The Goldaber WIN/WIN CONTRACT DEVELOPMENT PROGRAM is designed to bring labor and management to a signed contract in which both parties attain their desired goals. Both parties will emerge as partners in the labor-management relations of the district, all within thirty days.[30]

The program itself begins with the agreement of both labor and management to use the WIN/WIN Program in their upcoming negotiations process. At this point the presiding officers of the two groups meet to establish tentative protocols for the program. The officers then take the protocols back for finalization to their respective groups (a set of sample protocols, created by Goldaber, can be found in Appendix A). Protocols cover topics such as the composition and number of team members, the role and requested behavior of the facilitator, the timing and schedule of meetings, guidelines for the Communications Laboratory, the establishment of committees, etc. (the protocols will become defined as the program progresses).

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[30]Irving Goldaber, The Goldaber WIN/WIN Contract Development Program: A Thirty-Day Program (Schaumburg, Ill.: Northwest Educational Cooperative Conference, March 1-3, 1984), pp. 1-14.

Each group then meets separately to prepare a list of questions. Parties are encouraged to present for discussion any and all concerns of their group, regardless of the negotiable nature of these items. The purpose is for each side to hear the emotions and reasons behind the other's list. Each group meets separately to compile these lists, which are then brought to the Communications Laboratory.

The "Communications Laboratory" is scheduled for Friday night, all day Saturday, and Sunday morning. Strict rules of behavior are engendered and followed. Examples of rules are that individuals from opposing sides alternate speaking, that no one may be interrupted, that no one may be criticized for what he says, and that topics are discussed until all views have been heard. The point of the sessions is to have each side hear the other's reasoning, not necessarily to produce solutions.

On the concluding day of this session, items are determined to be negotiable or not negotiable, and then are categorized by topic. Committees are appointed, comprised of participants of the laboratory weekend, with each committee assigned one Contract Matter topic. Examples of topics would be Salary and Wage items, Contract Language items, Benefits items, or Working Conditions items.

The charge of the committees is to meet separately, over a three-week period, and to find possible acceptable

solutions to the proposed items. Any items not resolved after three weeks are brought back to the large group.

On the fourth weekend, all participants meet again in the original large group for an all-day Saturday session. Committee members bring all recommendations and unresolved issues back to the large group for resolution. At the end of the weekend, all items are resolved and a Contract Writing Committee is formed.

This committee then converts all agreements into official contract language, the total group meets together to approve the contract, and it is then taken to the representative bodies for ratification. The group meets one final time to sign the approved contract.[31]

Goldaber feels this program is successful because the parties come to the table acknowledging the failure of traditional bargaining as a process, and firmly committed to making attempts at another perspective.

It is interesting to note that these are the only specific procedural collaborative models found in the literature. A scan of additional literature revealed other authors reviewing models already present.

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[31]Copies of this condensed program, along with questions and answers, will be found in Appendix A. Also included there is the WIN/WIN model devised and used by the Glenbard Township High School District #87, in Glen Ellyn, Ill., for the spring of 1987.

William J. Jones, in an article exploring the beneficial results of intense communication before, during and after the bargaining process, uses both the California model of Integrative Bargaining and the Collective Gaining model of Illinois as his examples.[32]

Raymond L. Hagler and Mary J. Thompson refer to Kerchner's Generational Stage sequence and to collective gaining and integrative bargaining in an article pleading the causes of collaborative labor relations.[33]

At the community college level, Robert V. Moriarty compares the distributive (traditional) bargaining posture with the integrative model, also describing the use of a neutral, using as an example Goldaber's WIN/WIN Program.[34] Karen M. Moriarty describes the use of Goldaber's WIN/WIN model in District 230, in southwest Cook County, Ill. A district that had exhibited historic labor unrest negotiated in thirty days a contract that brought an increased sense of

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[32]William J. Jones, School Labor Strife: Rebuilding the Team: Communications Alert (Arlington, Va.: National School Public Relations Association, 1982), p. 14.

[33]Raymond L. Hogler and Mary J. Thompson, "Collective Negotiations in Education and the Public Interest: A Proposed Method of Impasse Resolution," Journal of Law and Education 14 (July 1985): 443-69.

[34]Robert V. Moriarty, "Trustees and Collective Bargaining," New Directions for Community Colleges 13 (September 1985): 75-80.

trust and mutual respect to the bargaining parties.[35]

The models described above use a number of interaction techniques and strategies, and these will be described further in the next section.

IV. STRATEGIES AND TECHNIQUES

Getting to Yes, by Roger Fisher and William Ury, explains a negotiations model they have called principled negotiations.[36] As the Director and Assistant Director of the Harvard Negotiations Project, they are at the forefront of modern negotiations analysis. Adversarial bargaining is termed positional bargaining here, since it usually entails the adapting and then surrendering of a series of positions by the parties. The authors state that "Any method of negotiations may be fairly judged by three criteria: It should produce a wise agreement, if agreement is possible. It should be efficient. And it should improve or at least not damage the relationship between the parties."[37] Positional bargaining must be considered unsuccessful when the above criteria are applied. It is felt most decisions are unwise,

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[35]Karen M. Moriarty, Win-Win Bargaining: Thirty Days to a Contract (Clearwater Beach, Fla.: Annual Meeting of the Association of Negotiators and Contract Administrators, November 7-9, 1984), pp. 1-5.

[36]Roger Fisher and William Ury, Getting to Yes: Negotiating Agreement Without Giving In (Boston: Houghton Mifflin Co., 1981), p. 11.

[37]Ibid., p. 4.

since they usually split the difference between final positions, rather than addressing the underlying concerns of the parties. They are inefficient, due to the large amount of time used for the establishing and then changing of positions. Positional bargaining also encourages a contest of wills, which is damaging to the relationship of the parties in the long run regardless of settlement.

The major components of the principled negotiations model are explained below:

A. Separate the People from the Problem. Three categories are identified with which to effect the above dictum.

1. The first is Perception. Are you clearly understanding what the other side is saying? And are you truly stating what you mean to say? Parties are encouraged to repeat back to the other side, without judgment, what it is believed they are saying and mean. Clarification can take place at that point. The authors urge that "Understanding their point of view is not the same as agreeing with it."[38] Also included here is the other party's sense of inclusion in the process. Rarely will an amicable settlement occur if one side feels the other does not value its opinions, beliefs and ideas.

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[38]Ibid., p. 25.

2. The second category is Emotion. In most negotiating situations there are strong feelings toward the issue. Find out what beliefs are producing those emotions. Recognize and understand them, and acknowledge them as legitimate. Often, simply acknowledging that certain emotions are present, and that they are legitimate, will defuse them. And, if necessary, allow the other side to "let off steam," without responding or defending yourself.

3. The third category is Communication. The problem perceived here concerns parties who are not trying to communicate anything, but are simply speaking to impress or further solidify their position. And even if one party is seriously trying to communicate information of substance, often the other side is not really hearing, but is already formulating its next response. Even if both sides are listening and speaking seriously, misinterpretation can result. The solution to such communication problems basically involves active listening, and then acknowledging what is being said. Not only will the intent of the statement be clarified, but the message will be sent that their concerns are important to you. Speak to be understood, speak with a purpose, and speak about yourself, not about their faults.

A positive way to confront "people problems," then, is "to understand empathetically the power of their point of view, and to feel the emotional force with which they

believe it."[39] And to prevent "people problems," build a relationship early between the parties, through joint committees or other means.

Ideally, the parties should think of themselves "as partners in a hard-headed, side-by-side search for a fair agreement, advantageous to each."[40] And that leads to the second component.

B. Focus on Interests, Not Positions.

Interests are a party's needs, desires, concerns, and fears. Your interests are what caused you to take the positions you did. Reconciling interests rather than positions works because for every interest, there usually exist several positions that could satisfy it, and even though positions are opposing, often many interests are shared. Identify your interests, communicate them openly and aggressively, and encourage the other side to do the same. "One useful rule of thumb is to give positive support to the human being on the other side equal to the vigor with which you emphasize the problem."[41]

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[39]Ibid., p. 24.

[40]Ibid., p. 39.

[41]Ibid., p. 56.

C. Invent Options for Mutual Gain.

There can be many possible solutions to a problem. Often, however, parties have a fixed idea about the solution, and do not consider others. In this step, parties should first invent options without judging them. They should broaden the list of possible options instead of looking for "the one single answer." Brainstorming is a viable technique to use at this point. Then look for material gains. Shared interests lie latent in every negotiation. Often, through brainstorming, agreements can be drafted that were not originally conceived by either party.

D. Insist on Using Objective Criteria.

At this point, agree to negotiate on some basis independent of the will of the other side. Usually this entails an external standard or procedure, independent of the two sides' positions. Some examples are market value, precedent, scientific judgment, efficiency, costs, etc. If both parties agree to a standard, mutually agreeable decisions can be made, preventing one side from having to give in.

Principled negotiations produce wise agreements amicably and efficiently. Relationships are protected as struggles for dominance are reduced. Since time-consuming posturing is eliminated, along with the necessity for making and changing commitments, efficiency is achieved. And wise

agreements result from both sides working together to find the best possible solutions, aided by the use of established legitimate and fair criteria.

Continuing in the same vein, Fred E. Jandt, in his book WIN-WIN Negotiating: Turning Conflict into Agreement, offers similar strategies, although more liberally titled.[42] He describes six reactions to conflict, and contends that conflict is inevitable and often beneficial. A number of sources of conflict are delineated, and thinking that will escalate a conflict is examined. Destructive and constructive uses of conflict are depicted, and also included is a review and critique of the techniques used in the book Getting to Yes.

At this point Jandt begins to describe the attitudes and behaviors that will result in successful collaborative bargaining. He feels that the key to gaining power is to identify what you and the others really desire. Acknowledge that you have as much to offer them as they have to offer you. You should determine what you really want (and not a symbol of the want), rank these wants, determine who controls what you want, and then trade what you want for what the other person may want.

Your goal is twofold. First, determine what is your

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[42]Fred E. Jandt, Win-Win Negotiating: Turning Conflict into Agreement (New York: John Wiley & Sons, Inc., 1985), p. ix.

"mini-max," a term used by Jandt to describe the minimum and maximum you can give away and accept. Then, determine your opponent's mini-max. Successful bargaining here will be based on the accuracy of your knowledge about real wants, not necessarily stated wants.

"Unpacking" is a term used to describe breaking down an issue into its component parts. If a single issue can be changed to multiple issues, then movement becomes possible on part of a problem, which will often cause movement on other parts. Parties are cautioned to keep their options open, however: "Never agree irrevocably to a single point until the entire agreement has been accepted."[43] For the necesary tradeoffs to occur, parties must remain flexible.

Jandt concludes with his definition of win-win negotiating: "a concept for making conflict work in which parties summon all their imaginative skills and resources to provide each other with an array of benefits that neither would realize if not for the other."[44]

V. DESIGN AND PLANNING

Whereas Fisher and Ury, and Jandt, in their books concentrate on strategies and techniques to use in the actual negotiations, Edward Cohen-Rosenthal and Cynthia E.

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[43]Ibid., p. 293.

[44]Ibid., p. 298.

Burton, co-authors of Mutual Gains: A Guide to Union-Management Cooperation, analyze and describe a concept.[45] Operating from a research base, Part I addresses various issues. They include a definition of union-management cooperation from a broad perspective, the impact on union and management if they decide to cooperate, a history of cooperative attempts (described elsewhere in this chapter), attempts in American industry to implement cooperation, and an intensive look at cooperative programs in the international sphere.

Part II presents various ways to incorporate a collaborative approach into aspects of the union-management relationship. The grievance procedure is discussed as a problem-solving tool, the use of labor-management committees is explored, new industrial structures such as quality circles are delineated, and the effect of these changes on revenue enhancement is presented.

Part III recounts in detail the steps necessary to the implementation of a cooperative effort. Because this design will be used in the analysis of the model presented in this paper, it will only be touched on here, and explained more fully in a later chapter. Briefly, Cohen-Rosenthal's design consists of six steps: The decision to participate and its implications; the initial planning of the progam; the

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[45]Cohen-Rosenthal and Burton, Mutual Gains, p. xiii.

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governing and managing of the program; developing and delivering the training to the necessary participants; the efficacy of the communications; and the monitoring and evaluating of the program.

The final section of this work addresses the financial side of cooperative efforts, with various chapters dealing with profit sharing, incentive plans, open sharing, and employee ownership.

A conclusion that espouses all the literature reviewed here is best stated by Cohen-Rosenthal and Burton:

> "Union-management cooperation is really an issue of choice. It is neither inevitable nor impossible. It is the choice of the union and management partners to opt for cooperation or confrontation. Once that commitment is made there is an enormous range of choices bounded in large part by institutional imagination about what forms cooperation can take. The parties must carefully choose the approaches best suited to their own particular circumstances and need . . . the choices do not end with selecting an approach, for within each one are a number of choices about how it should be developed and nurtured. At the end the choice emerges again about whether the cooperation was worthwhile, should it continue, and if so how can it be improved or extended."[46]

VI. SUMMARY

This review of literature briefly touches upon five major areas. Section I presents a historical reflection on

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[46]Ibid., p. 263.

cooperative labor relations, both from a closed, one-district perspective and from a large, whole-world view.

In Section II, various articles are then presented which show collaborative approaches to negotiations and labor relations in general, without actually describing the specific models available to attain these ends.

Section III is a comprehensive review of any published collaborative models. Interestingly enough, only six models were identified. They are:

A. Collaborative Approach Process

B. "Theory Z" Bargaining Process

C. Situational Bargaining Process

D. Integrative Bargaining Process

E. Collective Gaining Process

F. WIN/WIN Contract Development Program

Strategies and techniques to be used at the table are identified in Section IV, using two well-known works, Getting to Yes by Roger Fisher and William Ury of the Harvard Negotiations Project, and WIN/WIN Negotiating by Fred E. Jandt.

There are obvious difficulties inherent in devising and implementing a collaborative negotiating model, and Section V explores these avenues. The book Mutual Gains by Edward Cohen-Rosenthal and Cynthia E. Burton thoroughly

reflects on basic design problems, and it is this perspective which will be used in analyzing the new study model later in this paper.

An unusual dearth of information on the subject of cooperative union-management models indicates the newness of the concept to modern-day labor relations. Although individual programs exist and have received attention, they are isolated examples of an experimental nature, and often are based on specific relationships that exist in particular leadership groups. Widespread use or even consideration of anything other than adversarial positioning seems to be just beginning.

Chapter 3

Design of Research

I. DESCRIPTION OF STUDY

This study is a naturalistic case study. It is descriptive in nature and concerns the evolution, implementation, and analysis of a collective bargaining model created by School District #41, Glen Ellyn, IL, in the spring of 1987.

II. DESCRIPTION OF SAMPLE

School District #41 in Glen Ellyn, IL, is a small elementary district, consisting of four elementary schools and one junior high school. There are 179 teachers employed there, and the administration includes four elementary principals, one junior high school principal, two assistant superintendents, and one superintendent. There is a seven-member elected school board.

The community is just west of Chicago, in affluent DuPage County. The 1980 U. S. census revealed the following profile:

Population -- 59,961

Average household income -- $30,600

Average cost of a home -- $90,800

Average educational level -- 15 years

Ethnic makeup -- predominantly white, with 3% nonwhite and 1% hispanic

Average household size -- 3

Homes with children under the age of 18 -- 45%

Glen Ellyn is a professional community, where education is a priority concern. There is extensive community involvement in the schools and much support of the educational process there.

III. DESCRIPTION OF PROCESS

The initial group was composed of two board members, the superintendent, the assistant superintendent of finance, six Glen Ellyn Education Association (GEEA) members, the Illinois Education Association's Uniserv (field) representative, and the board's legal counsel. Two meetings were held, on January 12th and January 20th, 1987, to establish interest and develop charges.

The second group formed came from within the first, and consisted of two GEEA members, the superintendent and one school board member. This group met on January 27th and February 5th to establish protocols for the process and to screen facilitator applications.

On February 10th and February 17th, the first group met again, with the addition of two more GEEA members. Potential facilitators were interviewed by the total group

and the facilitator selected.

On March 12th the small group met with the chosen facilitator to outline expected conflicts, first in total, and then each side separately.

Formal negotiations began March 20th and 21st, with a Communications Lab format, similar to that described in the review of literature. The group consisted of the entire school board (seven members), the superintendent, the assistant superintendent of finance, and legal counsel for the board's team, and eight GEEA members plus the IEA Uniserv representative for the teachers' team. This session encompassed Friday night (5:00 to 9:00) and Saturday (9:00 to 6:00).

For the next six weeks, a smaller component of the Lab group met for negotiation sessions. This group was composed of four GEEA members, two school board members, the Uniserv representative, the board's legal counsel, the superintendent and the assistant superintendent of finance. A total of ten meetings were held.

The entire Lab group met on Saturday, May 2nd, to review tentative contract agreements and further discuss unresolved issues. The session lasted from 9:00 until 12:00, at which point all issues were resolved and contractual agreement was reached.

IV. COLLECTION OF DATA

Throughout the process described above, data were collected through first-hand observation. During the planning stages two individuals, this observer and the superintendent, took notes at each meeting. Impressions of meetings were verified at subsequent meetings, as notes were reviewed and confirmed by the entire group present at the meeting.

During actual negotiation sessions, two additional sources were made available. The small negotiations group agreed to the presence of an impartial non-participant to act as recorder. This individual was charged with recording not only issues discussed, but also opinions and viewpoints expressed on the issues, designating the source as the board's team or teachers' team. These notes were then reviewed at the next meeting by the entire group for validity.

The group also agreed that a number of the negotiation sessions could be recorded on tape. This was agreed to at the request of this observer on the condition that the tapes would be used solely for this study.

V. TREATMENT OF DATA

The evolution of the negotiations model will be described, and then the steps taken will be analyzed using

"The Design of Effective Union-Management Cooperative Efforts," contained in the book Mutual Gains by Edward Cohen- Rosenthal and Cynthia E. Burton.[1] This design will be described more fully during the analysis; however, the six major headings are indicated below to provide indications of content:

1. First Steps: The Decision on Whether to Cooperate and Getting Started.

2. Setting Clear Direction: Designing and Planning.

3. Taking Charge: Governing and Managing.

4. Building Skills: Developing and Delivering Training.

5. Creating Awareness: Communications and Publicity.

6. Keeping Tabs: Monitoring and Evaluating.

VI. LIMITATIONS OF THE STUDY

There are two perceived limitations of this study. The first is the use of observations as a data gathering mechanism, and the resulting potential for subjectivity. The group feedback processes described in the next section

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[1]Edward Cohen-Rosenthal and Cynthia E. Burton, Mutual Gains: A Guide to Union-Management Cooperation (New York: Praeger Publishers, 1987), pp. 139-209.

counter this possible flaw.

The second limitation pertains to the generalizability of findings. Due to the selection of case study research as the methodology, the effects of this model on other school district negotiations can only be assumed. It can be argued that a similarity exists in school district relationships and attitudes because of the nature of its constituents, and that a reasonable presumption might be made as to effect. However, since generalizability cannot be established, this study will produce only working hypotheses, to be used as a basis of further research.

VII. DESCRIPTION OF METHODOLOGY

A. Current Perspective

This study will be a descriptive case study. It is fortunate that the disfavor with which the case-study method was once viewed in scientific circles is on the wane. It is appropriate to explain the new perspective emerging on the case study methodology, or naturalistic inquiry (N/I).

The altering situation is described by Wayne W. Welch and others:

> "For several years, the accepted evaluation paradigm has been the controlled experiment. It is the dominant research for the physical sciences and psychology and the one that most researchers were exposed to in graduate school. But concerns about the difficulty of implementing

> experimental studies of human service programs and the limited success enjoyed by them have led to a search for alternative approaches . . . these approaches study objects or programs within and in relation to their naturally occurring contexts."[2]

> "The past two decades have witnessed both an intellectual and ideological struggle over what constitutes meaningful research methodology in the behavioral sciences. We need only read the opening two pages of many papers presented at AERA [American Educational Research Association] annual programs over the last several years to be cited a litany of the strengths and weaknesses of naturalistic versus experimental studies, quantitative versus qualitative methods, or soft versus hard research . . . . Today, however, researchers are facing up to the magnitude of establishing certainty; no one research method can provide the answers."[3]

The viewpoint of the two studies above, and others mentioned below, is that case-study or naturalistic inquiry is gaining credibility as a research method. A description of naturalistic inquiry, and its relation to other research methods, can be found below.

B. Definition

Egon G. Guba states that naturalistic inquiry can be defined by what the researcher does.

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[2]Wayne W. Welch, ed., Case Study Methodology in Educational Evaluation: Proceedings of the Minnesota Evaluation Conference (Minneapolis: Minnesota Research and Evaluation Center, May 1981), p. 1.

[3]Harriet Talmage and Sue Pinzer Rasher, Quantifying Qualitative Data: The Best of Both Worlds (Los Angeles: American Education Research Association, April 1981), p. 1.

"Investigator actions can take two forms: imposition of a priori constraints on the antecedent conditions (control), and imposition of constraints on the outputs. The more an investigator does both, the more he is experimentally inclined; the more an investigator does neither, the more he is naturalistically inclined. Both experimental and naturalistic approaches (as well as others) can, thus, be conceptualized as occupying different areas within a common inquiry space defined by the two dimensions noted."[4] (see Figure 1)

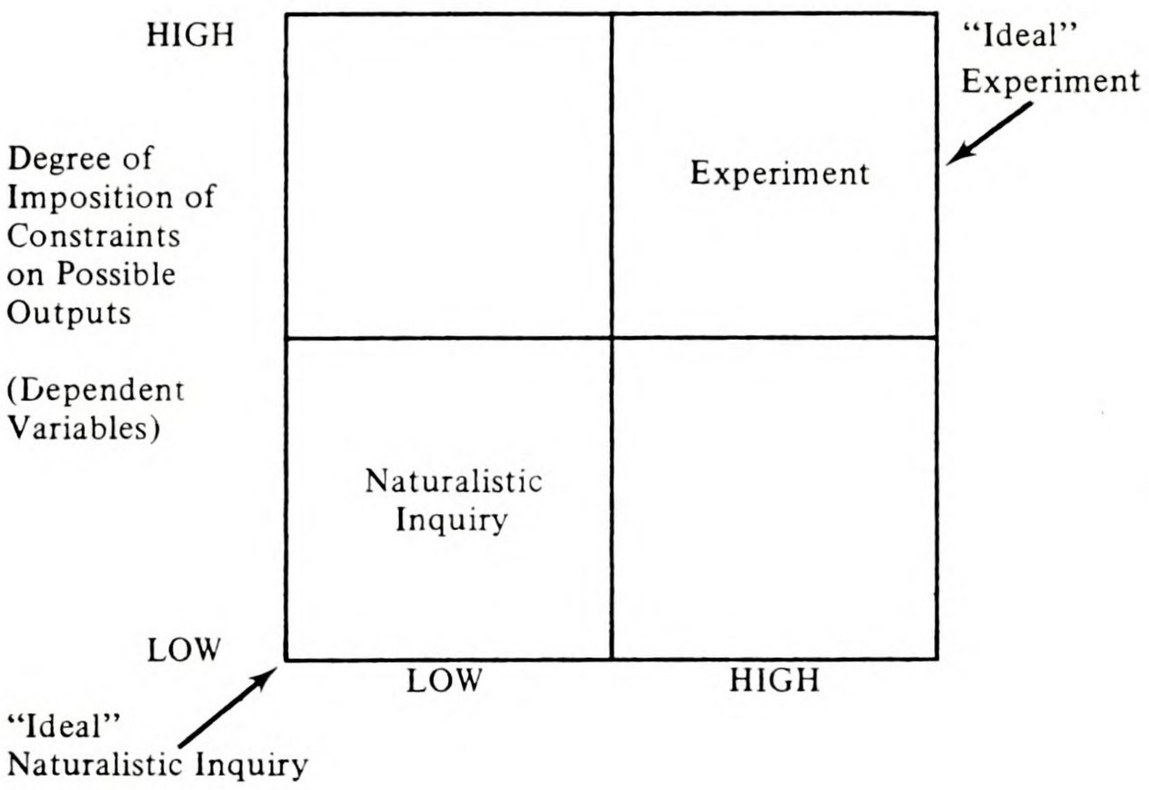

Figure 1: Representation of Inquiry Space or Domain of Inquiry[5]

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[4]Egon G. Guba, Toward a Methodology of Naturalistic Inquiry in Educational Evaluation (Los Angeles: UCLA Center for the Study of Evaluation, 1978) p. 79.

[5]Ibid., p. 10.

Because naturalistic inquiry is perceived as being one part of the total research schema, Guba feels its validity as a method is established.

C. Need

The need for naturalistic inquiry is described in part by these purposes: to enlarge the strategies available for dealing with emergent questions, to provide an acceptable basis for studying process, to provide an alternative where it is impossible to meet the assumptions of the experimental method in the real world, to avoid the implicit shaping of possible outcomes, and to optimize generalizability.[6]

Experimental studies were considered more reliable, since by establishing the same controls and testing for the same results, efforts could be replicated. However, the application of these results was often questionable in a natural situation where variables were not controlled and outputs could not be constrained. There is a need for studies of events in their naturally occurring environments, and case study research fulfills this need.

D. Standard Problems

Guba describes certain standard problems, however, that can be anticipated with naturalistic inquiry. These

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[6]Ibid., pp. 79-80.

problems are presented in simpler forms elsewhere in the literature,[7] but Guba's analyses are more complete, and his perceptions will be described below. How the current study confronts these problems will also be explained.

1. Boundary Problems

Boundary problems describe problems in setting the limits of the inquiry. Constraints that would create an unnaturalistic mode are to be avoided, and yet a totally unstructured study is rarely desired. Guba suggests the following four strategies:

1. Verification -- Documentation of facts.
2. Causation -- Seeking of causes for the state of affairs.
3. Contravention -- Seeking of solutions to the situation.
4. Consequence -- Determination of the consequences if the situation is not altered.

The study presented in this paper is an example of verification. The negotiations model process is described. That is the boundary of this study.

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[7]Donald Ary, Lucy Chester Jacobs, and Asghar Razavieh, Introduction to Research in Education (New York: Holt, Rinehart and Winston, Inc., 1972), p. 286; John W. Best, Research in Education (Englewood Cliffs, NJ: Prentice-Hall, Inc., 1981), p. 111; Deobold B. Van Dalen, Understanding Educational Research: An Introduction (New York: McGraw-Hill Book Company, 1979), p. 296.

2. Focusing Problems

Two varieties of focusing problems are defined: convergence problems, relating to the establishment of sets of categories within which data can be assimilated and understood; and divergence problems, relating to the "fleshing out" of these categories with sufficient information for completeness.[8]

Convergence problems were quickly solved by the establishment of the following categories:

a. Evolution of the process
b. Choosing of facilitators
c. Implementation of the process

The use of a descriptive research design greatly aided the formation of categories, as chronological breaks occurred naturally, establishing different focus.

Divergence problems did not occur, for all information was gathered as the process advanced, and the extensive participant input created a continual documentation of events.

3. Authenticity Problems

Problems of authenticity are the most complex. Guba states:

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[8]Guba, Naturalistic Inquiry, p. 80.

> "The classic criteria of authenticity applied to research are validity, reliability, and objectivity. As a matter of fact, all three of these concepts are currently undergoing an overhaul . . . the position to be taken here is that these concepts, while relevant, are in some need of reinterpretation in order to be fully applicable to the N/I situation . . . new terms will be introduced: intrinsic adequacy in lieu of internal validity, extrinsic adequacy in lieu of external validity or generalizability, replicability in lieu of reliability, and impartiality in lieu of objectivity."[9]

a. Intrinsic Adequacy

In dealing with problems of intrinsic adequacy (internal validity), the naturalistic inquirer is advised to establish safeguards against potentially invalidating factors. Distortion of observations through bias and faulty data gathering techniques are mentioned.

The distortion risk was minimized by the verification mode used in this study. While it is true that the observer was a participant, and that other participants knew of the study, objectivity in relating the process was preserved by continual group discussion and consensus on what was occurring. This prevented the domination of any one perspective.

Also relating to intrinsic adequacy, Guba encourages establishing the degree of structural corroboration, so that evidence is strengthened or supported from within the system.

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[9]Ibid., p. 62.

The techniques of triangulation and cross-examination are suggested. Triangulation forces the observer to combine multiple data sources, research methods and theoretical schemes to check the validity of propositions. Cross-examination establishes that there are alternative inferences that may be drawn from any set of facts.

Throughout this study, there was constant corroboration on perceived process with the total group. In the early stages process decisions were recorded by various participants (including this observer) and then typed and reviewed with the total group at the next meeting. The process therefore progressed with the full agreement of those involved as to what had occurred.

Once negotiations sessions commenced, another perspective was introduced in the form of an impartial, non-participative note-taker, who was directed to record issues discussed and also the various opinions expressed about the issues. The recorder was not to indicate which individual spoke, but only which side was stating a certain opinion. These notes were typed and distributed to all participants at subsequent meetings, where they were reviewed, altered if necessary, and approved. Structural corroboration was thus achieved through the consensus of the various perspectives.

A further technique is to establish adequacy through persistent observation. Guba states:

> "Thus, internal adequacy is, to some extent, a function of the amount of time and effort which the naturalistic inquirer invests in repeated and continuous observation. Not only will the investigator be able to differentiate typical from atypical situations or identify the enduring or pervasive qualities which characterize a situation, but he will also know when to give credence to the occasional aberrant or apparently idiosyncratic observation which nevertheless carries great insight and meaning. Thus, persistent observation and extended contacts are some of the hallmarks of the internally adequate evaluation."[10]

This observer was one of the original participants meeting with an initial group in January 1987 to begin the process and choose facilitators. A second small group was then appointed to implement the charges of the first committee, and this observer was also a member of that group. The formal negotiation sessions beginning in March were composed of a large representative group (described earlier) and then a group of core negotiators who met for the small-group negotiation sessions. This observer was assigned to all committee levels, so that the demand of persistent observation was met.

b. Extrinsic Adequacy (External Validity)

It is interesting to note the amount of discussion the issue of generalizability raises in naturalistic circles. Guba suggests several possible approaches that can be taken, as a function of the investigator's focus:

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[10]Ibid., p. 65.

i. A representative situation -- where generalizability is argued for all persons passing through that situation.

ii. A time -- when all findings hold for individuals passing through a certain time.

iii. Special populations -- generalization occurs for a certain class of social organizations (schools, prisons).

iv. A recurring encounter -- the investigator generalizes to types of encounters (e. g., a police-juvenile interaction, or school district negotiations), or to the population of which the persons involved in the encounter are a "sample."[11]

Referring to the last approach, one researcher attempts to defend generalizability on the basis that "there are occasions when groups of people will react in a uniform and predictable manner, regardless of their individual perceptions . . . note, as an example, the high degree of uniformity in any society's life, produced by outside constraints without much attention to individual

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[11]Ibid., p. 69.

variation."[12] It is tempting to adopt the view that all school districts are composed of predictable components and structures by their very nature, and that there is significant commonality in the relationship between teacher organizations and administration / school board during negotiations. However, at this point in methodology evaluation, the assumption of these relationships and commonalities is unsupportable and must be rejected.

One further view on generalizability comes from Robert Stake, who contends in a number of articles that it is the reader, not the researcher, who should decide how appropriate the case study is for generalization.[13]

> "How is knowledge from case studies different from other research knowledge? . . . Case study knowledge is (1) more concrete, (2) more contextual, (3) more developed by reader interpretation, and (4) based more on reference populations that are defined by the reader's previous experience. . . . Readers have enormous power, though it is not infallible, to recognize what is relevant and irrelevant to their own circumstances . . . the population of cases most relevant to decision-oriented research and program evaluation is the population that the reader already has experience with. Except in the most politicized of situations, understanding

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[12]V. K. Gilbert, The Case Study as a Research Methodology: Difficulties and Advantages of Integrating the Positivistic, Phenomenological and Grounded Theory Approaches (Halifax, Nova Scotia: Atlantic Institute of Education, June 1981), p. 5.

[13]Robert E. Stake, Recommendations for Those Considering the Support of Naturalistic Case-Study Research (Champaign-Urbana, IL: University of Illinois Center for Instructional Research and Curriculum Evaluation, June 1980), p. 5.

> and action will ultimately be based more on personal conviction that on formal research findings."[14]

The varying points of view expressed above indicate that the concept of generalizability is undergoing revision. However, until widespread acceptance of these views has occurred in the scientific community, any generalizations realized from case studies should be considered working hypotheses, to be tested in subsequent encounters. That will be the viewpoint of generalizations taken in this study. It is noted in conclusion, however:

> "While a single case study may not be an appropriate basis for generalization, several case studies focusing on the same questions, utilized as part of a hypothesizing and theorizing process, and employing similar methodology, could be significant sources of information -- an increased possibility for generalization."[15]

c. Reliability

There is no easily apparent way to establish reliability in a case-study of this kind. Guba feels that "since it is impossible to have intrinsic adequacy without reliability, a demonstration of intrinsic adequacy amounts to a simultaneous demonstration of reliability."[16] For the

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[14]Wayne W. Welch, Case Study, p. 39.

[15]Steven Baruch and Rolland Callaway, Focusing Case Study Research: Can We Reason Together? (Chicago: American Educational Research Association, April 1985), p. 6.

[16]Guba, Naturalistic Inquiry, p. 71.

purposes of this study, reliability was established by group review of conclusions as described above.

VIII. SUMMARY

This study is a naturalistic inquiry into the evolution and implementation of a collective bargaining model.

The sample site chosen for this investigation was School District #41 in Glen Ellyn, IL, an upper middle class suburb of Chicago. School District #41 is a small elementary district consisting of four elementary schools and one junior high school. It exists in a community that avidly supports its school system, and considers education a high priority.

The evaluation of the collective bargaining model began in January 1987, and the process was completed in June 1987. Many groups and subgroups were formed to work in the process, but all groups were comprised of administrative personnel, teachers, and school board members. The majority of the data were collected through firsthand observation. However, other sources of data were notes taken by an impartial non-participant, review of these notes by the group, and tape recordings of the negotiation sessions.

In the treatment of the data, the process model itself will be analyzed for strengths and weaknesses using "The Design of Effective Union-Management Cooperative Efforts" by

Edward Cohen-Rosenthal and Cynthia E. Burton in their book Mutual Gains.[17]

Limitations of the study include the bias and subjectivity that can occur with the use of observation as a data gathering technique. This potential weakness was alleviated by the use of group review of process and proceedings. The use of an impartial note-taker and the tape recording of results in the negotiation sessions also contributed to the validity of the data.

A further limitation concerns the generalizability of the findings. Although there is a similarity in the relationships and structures of school district negotiations, generalizations at this stage of methodology evolution would be unsupportable. The findings of this study will be treated as working hypotheses for future research.

The internal validity of the study was established through the use of constant group review and necessary alterations of written perceptions. Validity was also supported by the written and reviewed notes of an impartial non-participant, and by tape recordings of negotiation sessions. External validity has been discussed above as a limitation, and its place in this study described. Objectivity and reliability are also discussed above as

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[17]Cohen-Rosenthal and Burton, Mutual Gains, pp. 139-209.

limitations, and their treatment specified.

Naturalistic inquiry is a need in human service research. Although experimental, replicable methods have a stronger scientific basis, the study and analysis of human interaction in its natural unaltered environment provides a viable view of the workings of society. The methodology of this study is chosen based on that premise.

Chapter 4

Evolution of Process

The process summarized earlier will now be described in depth, and analyzed. The guide for the analysis will be the "Design of Effective Union-Management Cooperative Efforts" as described in Mutual Gains: A Guide to Union-Management Cooperation by Edward Cohen-Rosenthal and Cynthia E. Burton.[1] Cohen-Rosenthal and Burton describe six separate divisions in the analysis of a collaborative process:

1. First steps: The Decision Whether to Cooperate and Getting Started.

2. Setting Clear Direction: Designing and Planning.

3. Taking Charge: Governing and Managing.

4. Building Skills: Developing and Delivering Training.

5. Creating Awareness: Communications and Publicity.

6. Keeping Tabs: Monitoring and Evaluating.

The collaborative negotiations process created in School District 41, Glen Ellyn, IL, for the spring of 1987,

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[1]Edward Cohen-Rosenthal and Cynthia E. Burton, Mutual Gains: A Guide to Union-Management Cooperation (New York: Praeger Publishers, 1987), pp. 139-209.

and subsequently titled the Integrated Negotiations Concept (INC) will be analyzed using these divisions.

I. FIRST STEPS: THE DECISION

> "In the beginning, there is something or a set of circumstances which motivates one or both parties to look at cooperative approaches. Rarely do organizations take an anticipatory look at their situation and examine additional options for cooperation or ways to improve the management of the organization and the effectiveness of the union. More often than not, some precipitating crisis motivates either or both parties to suggest a cooperative approach."[2]

School District 41 had not experienced a crisis per se, but two circumstances suggested alternatives to the status quo in negotiating technique. One was the use of Irving Goldaber's WIN-WIN negotiating model (described in Chapter Two) in many of the surrounding school districts in the spring of 1986. The other was the hiring of a new superintendent, who had worked previously with Goldaber, and whose philosophy on management-staff relations closely matched the concepts presented in that program. Given the amicable relations of the staff and administration in District 41, an alternative to the traditional adversarial bargaining approach used previously was greatly desired.

After some separate preliminary exploration of the Goldaber WIN-WIN Program by both the administration/school

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[2]Ibid, p. 139.

board and the teachers' association, an initial meeting was scheduled to determine the total group's interest in pursuing a cooperative venture. The meeting occurred on January 12, 1987, and was composed of three school board members, the superintendent, the assistant superintendent of finance, the school board's legal counsel, the IEA representative, and six teacher association representatives.

Cohen-Rosenthal and Burton feel that at this stage the following issues need to be addressed:

- Determining mutual goals and objectives,
- Examining current organizational climate,
- Analyzing the labor-management relationship,
- Reviewing previous cooperative efforts,
- Looking at the experiences of others,
- Gauging commitment,
- Surveying the range of options,
- Assessing risks and benefits,
- Arriving at a written agreement,
- Considering a consultant.

For purposes of organizational clarity, these topics have been grouped, and each will be considered in the light of the actions of School District 41.

A. Mutual Goals

The school board/administration had some concerns about an increasing fiscal deficit in the district. These concerns were voiced at the meeting held January 12th. It was also felt by the administration/board and teachers' association members that a lack of communication existed between these two groups. Rarely was a forum created where school board members and teachers discussed their concerns. A final issue was both groups' dissatisfaction with the attitude that seemed inherent in traditional bargaining, and that did not reflect the generally friendly relations between the administration and teachers during non-bargaining times.

B. District Climate

By the initial meeting held January 12th, a number of significant aspects of the district had already been considered by both the board and the association. The climate of the district was determined to be very positive, with teachers generally feeling strong support from their principals and the parents of the district.

The labor-management relationship, described more fully in Chapter 1, was in a transition stage. Although relationships were generally cooperative for day-to-day dealings, they seemed to regress to adversarial positions

during times of conflict. During bargaining and previous grievance procedures, both sides froze into "positions," amid fears of losing ground, and any real communication stopped. It was the desire of both parties to change that.

The superintendent, upon his entry into the district a year before, had instigated the first real cooperative committee dealing with administration/board and teacher communication. The purpose of this committee, composed of principals, superintendents and teachers, was problem solving. The Communications and Problem Solving (CAPS) Committee was becoming more established, and its purposes and uses clearer to the participants. The group's perception of this committee played an instrumental part in the positive consideration of a cooperative negotiations effort.

C. External Feedback

The Goldaber WIN-WIN Program had showed an impressive success rate. By the summer of 1986 it had been used in sixty-two districts around the country (see Appendix A) and had failed to result in contractual settlement in only two instances. The IEA Uniserv representative, in a presentation to the teachers' association, described the pros and cons of the program. Advantages included a shortened time limit and openness of communications. Using the Goldaber Program, the time for negotiations was limited to thirty days, which contrasted favorably with the usual time demand

of six months. Also, any issues of concern could be brought to the table and discussed, whether negotiable or not. Teachers would also have the opportunity to directly address all members of the school board and personally explain the reasoning behind their concerns. Open dialogue was encouraged, and many misunderstandings could be resolved.

Disadvantages were that traditional bargaining inevitably occurred as settlement neared and final decisions had to be reached. Neither side was usually prepared for this regression in format. The IEA Uniserv representative stressed that not all negotiation problems had been solved with this program. Also, if the decision was to use a WIN-WIN facilitator, the cost, which would be mutually borne, was exceptionally high. However, the Uniserv representative had participated in a number of WIN-WIN Bargaining Sessions, and generally recommended the use of the program.

The superintendent had participated with Goldaber in a conference entitled Contract Without Crisis and also had helped implement a cooperative bargaining venture in his previous district.[3] He strongly believed in cooperative enterprises and was very supportive of this attempt.

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[3]Arthur E. Jones, Collective Gaining: A Collective Bargaining Alternative (Schaumburg, IL.: Northwest Educational Cooperative Conference, March 3, 1984); Wayne Buidens, Margaret Marten, and Arthur E. Jones, "Collective Gaining: A Bargaining Alternative," Phi Delta Kappan, December 1981, pp. 244-245.

D. Gauging Commitment

> "Determining the depth of commitment on both sides is very difficult. . . . there should be top-level sanction and involvement on both sides. Potential participants in the initial stages of developing the project should be of sufficient status and caliber that success is possible. . . . Adequate resources should be available. . . . The employer must be willing to pay for the time involved and training needed for an effective program."[4]

In School District 41, initial indications were that commitment was genuine and deep. The participants in the initial group meeting on January 12th had already spent several sessions familiarizing themselves with the WIN-WIN Program and came ready to discuss it seriously. The union participants included the president of the union, the IEA Uniserv representative, and four members of the Negotiating Team, all experienced members from previous bargaining sessions. The administrative team included the superintendent, the assistant superintendent of finance, the school board's legal counsel, and two school board members. All members represented the top power structure in each group's hierarchy.

It was generally agreed that since one of the purposes of the collaborative effort was mutual striving for fiscal responsibility, expenses would be kept to a minimum. The intention of both groups to provide monies for the effort

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[4]Cohen-Rosenthal and Burton, p. 146.

was tentatively indicated at this first meeting. The groups' levels of commitment were high.

E. Surveying Options

The union participants came to the January 12th meeting prepared to discuss the possible use of Goldaber's WIN-WIN Program. The superintendent, however, suggested that the group consider alternatives to that program. The Goldaber program stressed a thirty-day time line and total involvement of the school board and teachers' association. The administrative level (superintendent) was seen as accessory and used only as resource. It also espoused the division of the total group into subcommittees, with each subcommittee discussing and solving assigned topics.

The superintendent felt that perhaps a more viable model could be created if Goldaber's model was used as a base, but altered to fit more closely the needs of the district. The superintendent proposed the following alterations:

1. Elimination of multiple subcommittees
2. A flexible time limit
3. One subcommittee that would negotiate all issues.

Problems with the Goldaber Program included the following:

1. Isolation of subcommittees
2. Thirty-day time limit
3. Facilitator expense
4. Time commitment by board members.

Various discussions ensued concerning aspects of that program, and the advantages and disadvantages of creating a new model.

The group ultimately agreed to adjourn to give participants further time to consider this altered proposal. The groups agreed to reconvene January 20th to make a final decision.

The original group reconvened on January 20, 1987. The group agreed to use a mutually acceptable alternative to collective bargaining, based on the WIN-WIN model, but altered for use in this specific district. The union had brought a number of suggestions and requests. The use of facilitators was a major concern. It was agreed that the use of a facilitator would be wise because of the general inexperience of the group in such a process. The cost of a Goldaber WIN-WIN facilitator was extreme, and other facilitator sources were viewed as viable and more reasonably priced. The union suggested the use of an IEA-IASA (Illinois Association of School Administrators) team. The group finally agreed that a mutual selection process be used to hire a facilitator. The entire group

agreed to interview prospective facilitators, and dates were established.

The union suggested a forty-five day time limit for the process. They felt that with one subcommittee negotiating all issues, thirty days would demand an excessive time commitment. However, settling well before the end of the school year was also seen as advantageous, so ratification could occur before the summer recess. Agreement was reached on a forty-five day time limit.

The union also suggested that the entire school board and a corresponding number of teachers be present at the beginning and ending weekends. There had been some consideration of only partial board involvement, both in terms of number of members present and number of meetings attended. The union felt the commitment of the entire board was essential for the success of the model. After some discussion, this was agreed to. The weekend of March 20th, both Friday and Saturday, was established as the first weekend, and Saturday, May 2nd, would close the process.

A subcommittee consisting of the superintendent, one board member, and two teacher representatives was formed to write the actual protocols for the process. The Goldaber Program would be used as a base, but the changes indicated by the group would be incorporated into the protocols. This group would also screen faciliitator resumes and choose the

final facilitators for interview. These conditions were agreed to by the entire group.

Cohen-Rosenthal and Burton state "When all the information is in, a 'go or no-go' decision needs to be made. The process of reaching that decision will inform everything the parties wish to do in the future. [Labor and management] must accept responsibility for the decision to proceed and make it work. Shortcutting the necessary steps leads to lower levels of commitment and less informed choices."[5]

The discussions of these organizational meetings have been recounted in some detail to demonstrate the range of options that were suggested and considered by both sides. Because the decision was made to alter a model to address the various concerns of the participants, all parties felt their views were given serious consideration. It created a model that truly represented the needs of the group it would serve.

The time line used and the composition of the group also allowed for the evolving of the concept; for the understanding of and acceptance of the process by those who would implement it. This increased ownership by the participants, and ensured their interest in its success.

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[5]Ibid, p. 147.

II. DESIGN AND PLANNING

On January 27, 1987, the subcommittee met to formulate rules and protocols for the proposed model. Cohen-Rosenthal and Burton stress the importance of the involvement of top-level participants in the design and planning stages. Once again this criterion was met, as the subcommittee consisted of the superintendent, one board member and two teacher representatives who were experienced negotiators.

The superintendent supplied a discussion model, as a means of structuring the meeting. All necessary topics for discussion on the INC model were included on the guide (see Appendix B).

The Statement of Purpose was the first discussion item, and a statement reiterating the group's reason for pursuing a cooperative model was drafted.

The large initial group had already agreed to use Goldaber's WIN-WIN Program as a basis for the model, so the organization of the discussion guide followed that format. The Process guidelines to be discussed included:

- Participants
- Facilitator Selection/Role
- Process Workshop
- Communications Lab
- Issue Disposition

- Negotiations Sessions
- Closing Session
- General Ground Rules.

As the subcommittee moved through the categories, it became apparent that there was a strong consensus on what the purpose of the model was, and how to formalize the structures based on the group's dictates. There was rapid agreement on most issues, many of them having been determined by the large group at the previous meeting.

A. Participants

The consensus at the large group meeting had been that the participants from the management team would be the entire school board (seven members), the superintendent, the assistant superintendent of finance, and the board's legal counsel, a total of ten members. The teachers agreed to construct a team of an equal number of participants, which would include the IEA Uniserv representative and experienced teacher negotiators. Ideally teachers representing all schools in the district would be selected, for a total of ten individuals.

B. Facilitator Selection/Role

It was agreed that the facilitator would be mutually selected by the original group and his purpose would be to

advise on process skills at both the beginning and closing weekends. The facilitator would also be expected to conduct a Process Workshop on the designated Friday night, to acquaint participants with a problem-solving approach to bargaining.

C. Process Workshop

The purpose of the Process Workshop would be to expose all members of the INC group to a participative, problem-solving approach to conflict and instruct them in ways to use this in the current situation. The group would meet Friday, March 20th, from 5 to 10 P.M. The participants would be all indicated INC participants. The superintendent suggested as a site a local Junior College conference room. Consensus was reached on these matters.

D. Communications Lab

The structure of the Communications Lab would follow the Goldaber model, with the change being the nature of the participants. The proposed new model would include administrative representatives as an integral part of the team. The original Goldaber model included only teachers and school board members.

The purpose of the Lab was to present issues for discussion and disposition to the total group. It would run

from 9 A.M. Saturday until the group agreed to adjourn, and would start again on Sunday, March 21st, at 1 P.M. if necessary to complete the process.

Each side would bring a list of concerns, both negotiable and non-negotiable, to the session, and display these concerns on newsprint around the room. All parties could speak. The IEA Uniserv representative and school board's legal counsel would act as resource personnel, but would not be directly involved. Caucuses would not be permitted. The site used would again be the local Junior College.

It was agreed that each issue would be discussed, and then either dropped or assigned to a group for further action. One of those groups would be the Negotiation Team. It was possible some issues would be assigned for resolution to the Administrative Council, the union, the CAPS Committee, or the CAC (Curriculum Advisory Committee). By the end of the Communications Lab weekend, each issue would be addressed, and either dropped or assigned for further study to one of the above groups.

E. Negotiation Sessions

The Negotiation Sessions would be composed of a subgroup of the original large group, including the superintendent, the assistant superintendent of finance, two school board members, legal counsel to the teachers and

board, and four teacher negotiators, for a total of ten participants. A strong concern was expressed at this point by the teacher representatives over the school board's plan to rotate their members of the negotiating team. This had been the past practice and had been deemed valuable by the board, in that it allowed all board members to become familiar with the process, and yet accommodated the various professional obligations of their members. The teachers strongly protested this plan, in that they felt this practice broke the continuity of the team they were facing and necessitated explanations and backtracking at the table. Participants who attended every negotiation session had ownership in the process and desired its successful completion. The teachers felt a rotating role inspired no such commitment and trivialized the board's role.

The superintendent and board member present expressed surprise at this concern. They agreed to bring the issue back to the full board for discussion and resolution (it was eventually agreed to).

The subcommittee decided there would be no structured format to the Negotiation Sessions. Issues would be assigned to Negotiations from the Communications Lab, and that group would determine how they wished to proceed. Caucuses would be allowed but discouraged, and each side would appoint one moderator. The two moderators would set agenda and attend to the clerical needs of their respective

sides. It was agreed that all media releases from this group would be joint releases, and that a neutral recorder would take notes and distribute them to both sides.

F. Closing Session

The purpose of the Closing Weekend was to address unresolved issues. Participants would again be the full INC group. All agreements from the Negotiation Sessions would be reviewed and tentative contractual settlement reached. Caucuses would be allowed if necessary. The session would begin at 9 A.M. Saturday, May 2nd, and continue until agreement had been reached. It was hoped the facilitator would aid in the resolution of any disputes.

G. General Ground Rules

Under General Guidelines, it was agreed that any media releases would be joint in nature, that only members of the initial weekend lab could observe the Negotiation Sessions, and that the cost of the facilitator and any meeting expenses would be shared.

These protocols would be reproduced, and each side would present them to its members for final approval. The process model was thereafter known as INC (Integrated Negotiations Concept).

Except for the interviewing and selection of a

facilitator, this completed the Designing and Planning of the Process. Cohen-Rosenthal and Burton warn against rushing this stage:

> "Careful design of a cooperative program is an essential and critical step in the successful program. Too often, this step is rushed through or skipped over in favor of accepting a prefabricated design. . . . Rushing into a program . . . without proper adjustment to the local environment can cause long-term delays, muted performance, or outright failures."[6]

Although the first meeting occurred January 12th and the protocols were finished by January 27th, it is felt adequate time was given to the planning and design process. The decisions and suggestions brought to the large group meetings reflected many additional hours of discussion by both sides involved in the process. The intensity of consideration more than offset the expediency of the decision. It also encouraged the submersion of participants in the process planning, so that continual reflection was possible.

Cohen-Rosenthal and Burton's flow chart succinctly indicates the steps suggested in a successful design effort.

The design steps follow, and will be used to analyze the effectiveness of the process used by School District 41.

The first step, of selecting the designer/planners, was done by group consensus, and drew members from an already select, informed and interested group.

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[6]Ibid, p. 151.

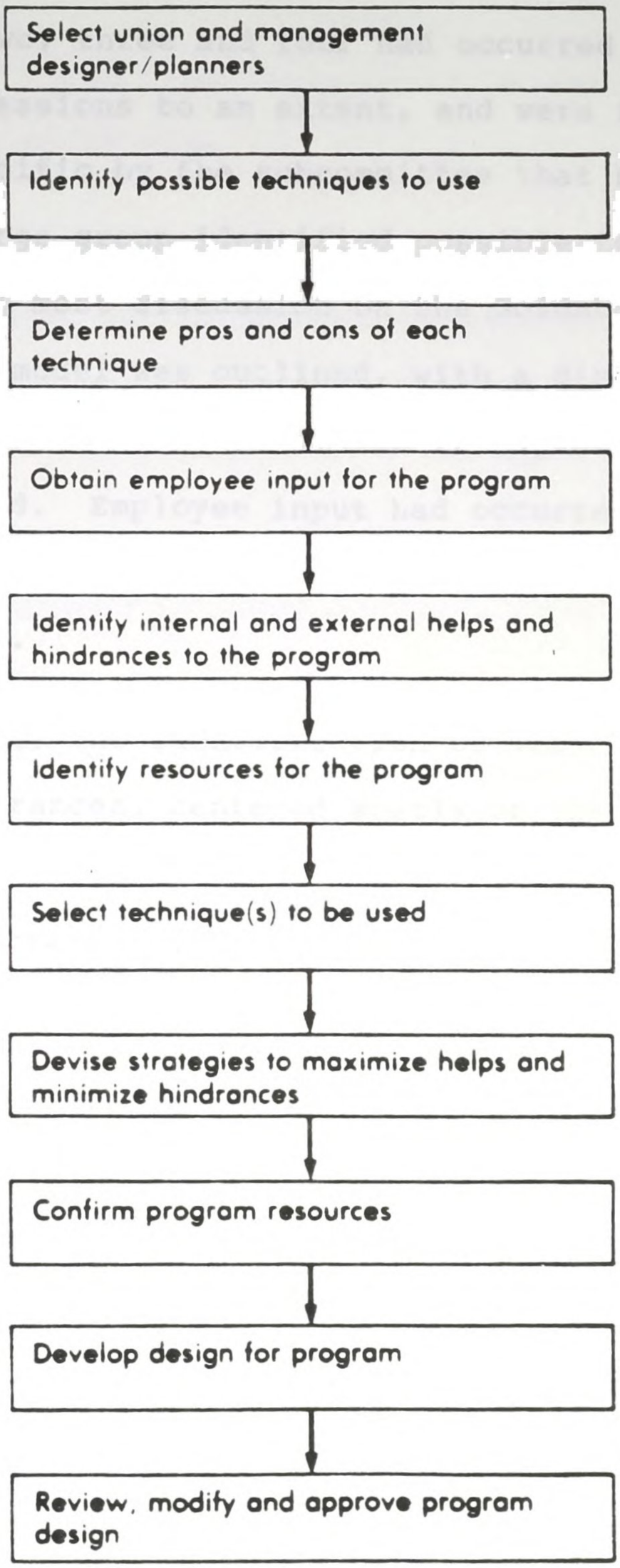

Figure 2: Designing a Program[7]

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[7]Ibid, p. 152.

Steps two, three and four had occurred during the large group sessions to an extent, and were finalized and made more specific by the subcommittee that met on January 27th. The large group identified possible techniques to use, centering most discussion on the Goldaber WIN-WIN Program. The model was outlined, with a discussion of pros and cons, and various alternatives to aspects of the program were considered. Employee input had occurred in preliminary explorations by the union, and also at the table during the group sessions.

Step five, the identification of internal and external helps and hindrances, centered mostly on the need for and selection of a facilitator to aid in problem solving skills, and to aid in the resolution of any disputes at the final weekend.

Step six, identifying resources, had been discussed at the initial meeting, and the union and administration/board had agreed to split the cost of the facilitator and any meeting costs. Each side could bring in additional resource personnel as deemed necessary.

Step seven, selecting the technique to be used, was also accomplished at the large group level. It was agreed to use the basic precepts of the Goldaber WIN-WIN Program, with the following alterations:

1. The time limit would be extended from 30 days to 45 days.

2. The administration would be equally represented on the management team along with the school board. In the original model, administration was employed in a resource capacity.

3. Instead of all participants of the Lab being assigned to subcommittees, only one subcommittee would be formed, which would negotiate all issues.

Step eight, devising strategies to help, was continued by the subcommittee, which met on January 27th. There the concern over the composition of the board's negotiation team was discussed, and other issues were resolved.

Steps nine, ten, and eleven were also completed in this subcommittee meeting, where resources were confirmed, and the design was developed, reviewed and modified.

Cohen-Rosenthal and Burton at this point differentiate between the designing and the planning. As the following flow chart (Figure 3) shows, many of the considerations for planning occurred during the design.

No training was supplied to the designer/planners. They were all participants with considerable knowledge of

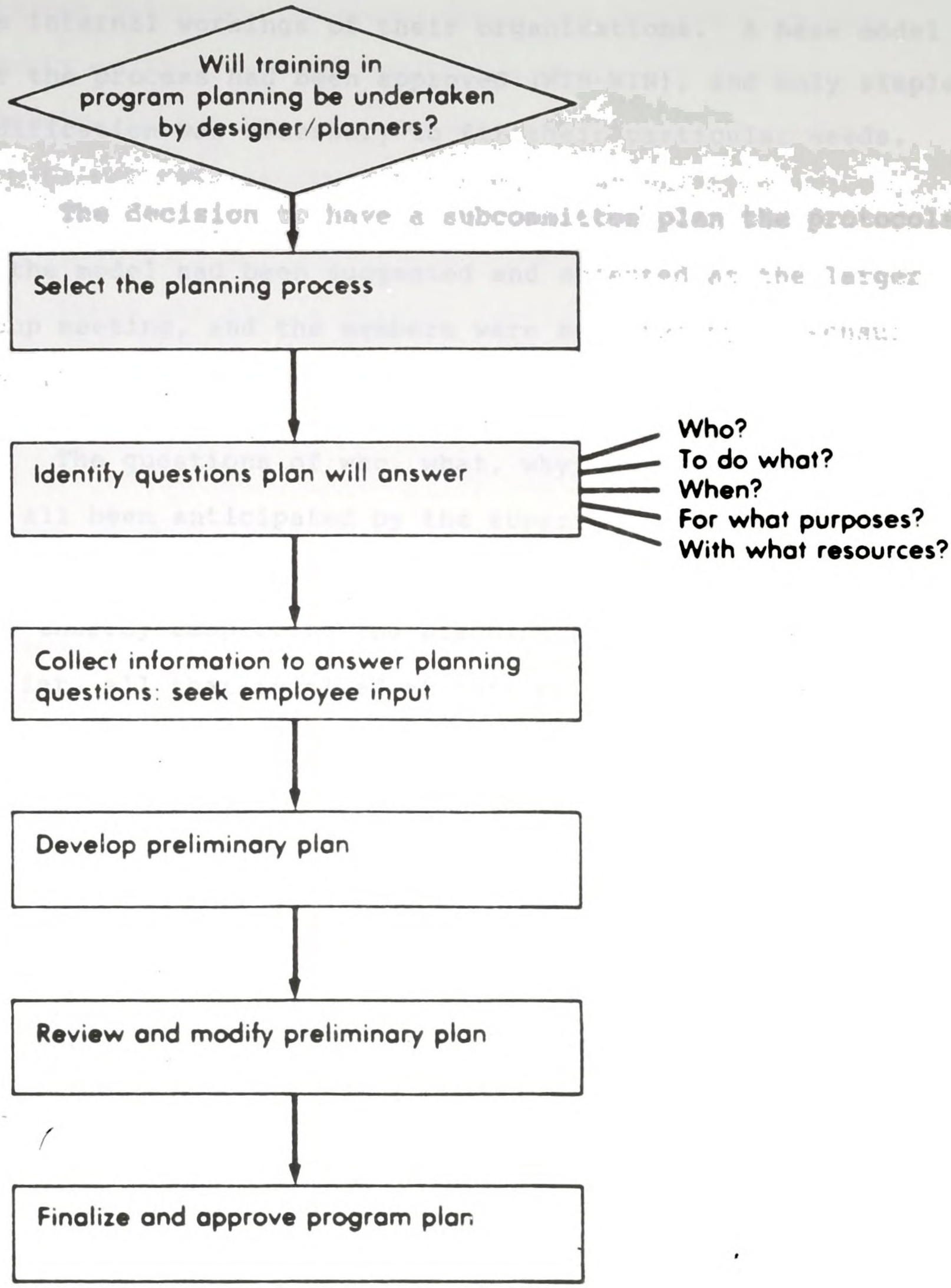

Figure 3: Planning a Program[8]

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[8]Ibid, p. 159.

the internal workings of their organizations. A base model for the process had been approved (WIN-WIN), and only simple modification was necessary to fit their particular needs.

The decision to have a subcommittee plan the protocols of the model had been suggested and accepted at the larger group meeting, and the members were selected by consensus from that group.

The questions of who, what, why, where, when and how had all been anticipated by the superintendent in his guide, and the ensuing discussion resolved those issues and created INC, thereby completing the planning process. As was stated earlier, all that remained at this point was to interview and then select a facilitator. And that is the final stage of the evolution process.

III. SELECTING A FACILITATOR

> "Consultants (facilitators) are not always necessary for the development of a cooperative project. The need for a consultant has to do with the complexity of the program and the situation. If the relationship between labor and management is bad, a mutually trusted third party might be helpful. If the skills needed to accomplish a program are not resident in the employer or in the union, a consultant can help fill the gap."[9]

The participants of INC did not feel they were in a bad labor situation, only an unfamiliar one. Although in

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[9]Ibid, p. 148.

previous bargaining sessions there had occasionally been moments of anger and distrust, basically the relations were amicable. There was some concern expressed about how to discuss and resolve hard-line items like salary without resorting to traditional packaging and tradeoffs.

There was also a general feeling of ignorance about the problem-solving process, and a need for a formal introduction to that aspect of interaction. Eventually, the need for an unbiased third party was seen as crucial to the success of the process model. For these reasons, the decision was made to recruit a facilitator to aid in the process.

Information of the need was relayed to various conflict management centers. The union also requested that the resumes of the local IEA-IASA (Illinois Education Association - Illinois Association of School Administrators) Negotiation Team be solicited.

By February 5, 1987, ten resumes had been received from facilitators in the superintendent's office, and the subcommittee was reconvened to screen the resumes and choose four for the large group to interview.

Interview dates had been established as February 10th and 17th, from 5 to 8 P.M., and all members of the original decision-making group attended. The dilemma faced by the interviewers has been expressed again in Mutual Gains:

> "Beware of consultants who will do everything for you and have quick and easy solutions. This leads to consultant dependence and simplistic analysis. In the union-management cooperation field, the consultants should be knowledgeable about collective bargaining, and understand how to handle healthy conflict. Too often human resources or organizational development consultants have little understanding of unions or the collective bargaining process."[10]

That was an authentic concern: Could an individual be found who was familiar with collective bargaining and yet also had been schooled in collaborative conflict management?

All of the individuals to be interviewed had exceptional resumes. However, those that had extensive conflict management training knew very little about the labor relations field. Searching for a facilitator with experience in cooperative labor relations proved difficult. The most qualified candidates in terms of experience in WIN-WIN were the IEA-IASA Negotiating Team, and their schedule precluded any more commitments for the spring of 1987.

An interview guide had been prepared by the group and was followed during all interviews (see Appendix B). Outside of the structured questioning, participants were free to voice any concerns they had as the interviews proceeded.

A summary of the candidates' qualifications follows:

Candidate A -- President of a firm specializing in

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[10]Ibid, p. 148.

organizational development and financial management with an additional focus toward management and employee skills development.

Candidate B -- Specialist in Human Resource Development and Organizational Development and a practicing psychologist. Had designed and facilitated participative approaches to NEA conflict management negotiations.

Candidate C -- Consultant and Trainer in Conflict Management, and Mediator. Had personally handled the Skokie-Nazi conflict, the Kent State dispute, and the Wounded Knee takeover.

Candidate D -- President and founder of a consulting organization to improve organizational effectiveness and labor-management relations.

Each of the candidates was extremely interested in the created model. They all stated that cooperative negotiations between labor and management were a departure from accepted practice and an experience they would like to be involved in. The general feeling was that a heretofore untested process was being implemented, and they wanted to be involved in it.

At the end of the fourth interview, on February 17th, the group discussed all candidates and selected Candidate C as the facilitator. Further discussion ensued until all

involved felt they could support the chosen facilitator. The selection of the facilitator ended the planning process.

IV. SUMMARY

During the fall of 1986, School District 41 in Glen Ellyn, IL was contemplating the contractual negotiations scheduled for the spring. Both the union executive ranks and the superintendent and school board were becoming aware of alternatives to the traditionally used adversarial bargaining mode and began to investigate Irving Goldaber's WIN-WIN Program for possible use in their district.

After initial contacts between the board and union elicited positive responses, it was agreed a meeting would be scheduled to discuss their groups' mutual interest in pursuing this path.

The timetable for the evolution of the new negotiations model is as follows:

January 12, 1987 -- A representative group of teachers, school board members, administrators, and their respective legal counsels convene. A discussion of the advantages and disadvantages of the Goldaber WIN-WIN Program ensues, and the superintendent suggests that the district use the Program as a base, but alter it to fit district needs. Participants agree to meet back on January 20th with a final decision.

January 13 to 19, 1987 -- The teachers' union and school board/administration meet separately to discuss their interest in an alternative structure. Guidelines for the proposed new model are created by each group.

January 20, 1987 -- The group reconvenes and agrees to create a new model, based on the Goldaber WIN-WIN Program, but with the changes suggested at the last meeting. New concerns are presented and discussed. A subcommittee is appointed to meet and set the rules and protocols for the model, based on the large group discussion. Dates are set for the weekend sessions. It is agreed that the current group will meet on February 10th, 17th and 24th to mutually interview and select a facilitator. Both the board and the union will make inquiries about facilitators.

January 27, 1987 -- The subcommittee charged with establishing rules and protcols meets. Using Goldaber's model as a guide, and integrating the large group directions, the protocols are established. The new model is called the Integrated Negotiations Concept (INC). A major concern of the union about the composition of the Board Negotiation Team is discussed and resolved.

February 5, 1987 -- The subcommittee meets to screen applications for facilitator. Four are chosen for the total group to interview.

February 10 and 17, 1987 -- Four facilitators are

interviewed, and then one selected by the total group.

At this point, the model was considered ready for implementation. Cohen-Rosenthal and Burton, in their book Mutual Gains, point out that a true design effort for a collaborative interaction should include the following steps: determining mutual goals and objectives, examining current organizational climate, analyzing the labor-management relationship, reviewing previous cooperative efforts, looking at the experience of others, gauging commitment, surveying the range of options, assessing risks and benefits, arriving at a written agreement, and considering a consultant.[11] They also feel that as designing progresses to planning, the following actions must be taken: consider possible training for the designers/ planners, select the planning process, identify questions the plan will answer (who, what, why, where, when, and how), seek employee input, develop a preliminary plan, review and modify, and finally finalize and approve the plan.[12]

The actions taken by School District 41 in the designing and planning of the Integrated Negotiations Concept were analyzed using these criteria.

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[11]Ibid, p. 152.

[12]Ibid, p. 159.

Chapter 5

Implementation of Process

School District 41 of Glen Ellyn, IL, had created a new negotiations model, as described in the previous chapter. The selection of the facilitator on February 17, 1987 had completed the planning process, and the Process Workshop and Communications Lab were scheduled for March 20th and 21st respectively.

I. PREPARATIONS

In the ensuing interval, preparations for implementation progressed. For the Communications Lab on March 21st, each side was to present, on large newsprint sheets, any and all concerns regarding the labor-management situation. Each side spent considerable time meeting separately during these weeks to prepare those issues. As indicated in the protocols, a release to the media was jointly issued (see Appendix C, Glen Ellyn News, February 4, 1987).

The facilitator also indicated that he would like to view the district, and then meet with each side to discover the nature of local concerns, and to ascertain the direction the Process Workshop should take. The subcommittee of two teachers, the superintendent and one board member was reconvened, and the meeting with the facilitator occurred on March 12, 1987.

The facilitator met separately with each side to establish rapport and determine potential conflict issues. He then met with the entire subcommittee to finalize plans for the weekend. The subcommittee explained what they hoped would be accomplished at the Process Workshop, and what his role would be. His charges included, among others, the following two dictates: identify, discuss and practice skills and techniques of collaborative negotiations; and identify and practice productive negotiating behaviors and identify unproductive ones. At this meeting, certain behavioral expectations for the Communications Lab were formalized. These included such items as the order of presentation, the seating arrangement, and the order of participant discussion upon presentation of issues (see Appendix B for complete minutes).

II. PROCESS WORKSHOP

All INC participants met at the local Junior College at 5 P.M. on Friday, March 20, 1987. The participants included all seven school board members, two administrators, legal counsel for both sides, and eight teacher association representatives, a total of nineteen individuals. This gathering comprised the finalized INC participant group.

The workshop began with a personal interaction exercise, where various group members introduced each other.

The Thomas-Kelmann Conflict Mode Instrument was administered, so participants could contemplate their generalized reactions to conflict. The group's results were tabulated and discussed.

There then were a series of lectures on the nature of conflict and conflict resolution, touching on the works of Blake and Mouton. Role-playing was introduced with the presentation of a hypothetical conflict situation. Participants were asked to assume various roles, and to attempt conflict resolution.

The group reconvened for a discussion of mediation. The elements and necessary skills of mediation were drawn from group discussion.

Brainstorming as a technique was demonstrated next. Participants were divided into groups and asked to write down any solutions that could be conjured from a fabricated conflict. From that list of suggestions, the best possible solutions had to be chosen. With that exercise, a demonstration of creative problem solving surfaced. The advantages of this approach were discussed and formalized.

The lecture mode was resumed at this point and communication hierarchies were explored. A simulation game was then employed to emphasize the use of empathic responses to conflict situations. A small-group schema was chosen, and the advantages of this kind of response delineated.

The workshop ended with a brief description of the methods used in Getting to Yes: Negotiating Agreement Without Giving In by Roger Fisher and William Ury (see Chapter 2). Participants were reminded of schedules and obligations for the Communications Lab the next day, and the session adjourned.

III. COMMUNICATIONS LAB

The INC participants met the next morning at 9 A.M. Designated representatives of labor and management had arrived earlier with the required issues on newsprint, and had displayed them on the walls of the conference room. Management had brought ten issues for discussion, and the union had identified sixty concerns.

The protocols produced by the subcommittee had stipulated that all issues needing discussion had to be introduced at the beginning of the Lab. Additional items could not be introduced later. The role of the facilitator was to monitor and guide the interaction process, and the role of legal counsel was observation, unless an opinion was requested. Caucuses would not be permitted. It was understood that each issue presented to the INC Lab would have one of the following dispositions:

- Subjected to the negotiations process,
- Referred to a task force,

- Referred to administration for study and action,
- Referred to the union for study and action,
- Discussed and noted, with no further action indicated.

The facilitator suggested that the following guidelines be accepted:

1. Labor and management representatives would alternate seating.

2. The parties would alternate presenting issues. Discussion on each issue would ensue until closure was reached (this was altered to accommodate the number of union concerns).

3. The parties could jointly decide to suspend consideration of an issue. Individual sides could withdraw issues.

4. The items were not to be negotiated, but simply designated to the appropriate body for resolution.

5. Discussions were to be considered confidential.

6. Each side would keep a record of the

disposition of each issue. The dispositions would be reviewed and finalized before adjournment.

The board presented their first item and the reasoning behind their concern. The union responded and the process began. In an hour's time only three items had been addressed, and the group briefly stopped to evaluate their progress. It was obvious that the process would have to be expedited if consideration of all issues was to occur in the specified time. The facilitator reminded the participants that the purpose of discussion was to determine the disposition of an item, not to resolve it. It was agreed that on the first three items much of the discussion presented individual reactions to the relative worth of an issue. The facilitator acknowledged that the nature of certain items might elicit emotional response, but pointed out that this was not the place for debate. The purpose of this group was to decide where the issue would be debated. The INC participants indicated that this was their intent. The process then resumed in an expedited manner. Although occasionally an issue caused considerable discussion, group members were more cognizant of the purpose of the Lab, and either monitored reactions from members of their own team, or looked to the facilitator to bring closure on an issue.

To indicate the nature of the items, selected issues are listed below (a complete list is found in Appendix C).

Selected School Board/Administration Concerns:

1. To contain the cost of medical insurance.

2. To pursue means whereby teacher discretion in use of personal days might be assured.

3. To explore means whereby teacher responsiveness to parent requests for evening conferences might be assured.

4. To provide an overview of district finances and to increase awareness of budgeting processes.

Selected Union Concerns:

1. To request that the board commit to making salaries equitable with District 87 (the local high school).

2. To discuss the need of professional staff to have input into proposed program changes before final decisions are made.

3. To consider the creation of some system of equitable committee assignment.

4. To discuss the district's need for a

policy that would promote a management style that would create a positive, supportive and humane teaching environment.

The agreed-upon stopping time had been 5 P.M., but the group decided that one additional hour might bring closure to the entire Lab, and voted to continue. By 6 P.M. every issue presented had been discussed and designated for disposition. Although items were occasionally discussed and noted without requiring further action, they were generally assigned to one of four designated avenues: negotiations, a task force (usually CAC or CAPS), administrative council, or the teachers' association. A list of items assigned to each group can be found in Appendix C.

At this point the Lab process was declared complete and the group adjourned.

IV. NEGOTIATION SESSIONS

Each side had selected five of its members from the INC participants to be on the negotiation subcommittee. Management had chosen two school board members, the superintendent, the assistant superintendent of finance and the board's legal counsel. The union had chosen four experienced teacher negotiators and the IEA Uniserv representative. These individuals met briefly at the end of the Communications Lab to schedule their meetings. They

decided to meet every Tuesday and Thursday from 4 to 6 P.M. However, because the district's spring break began the following Friday, March 28th, the consensus was that only one meeting would occur the following week and then sessions would begin in earnest on April 7th.

The INC Protocols stipulated that the negotiation sessions could be observed by other INC participants, but would be closed to all other individuals. Negotiation participants were to discuss the issues openly and seek agreement through an integrative problem-solving process. A multiple spokesperson format would be employed. Caucuses would be allowed but not encouraged.

The intent was that tentative agreement would be reached each session on those items scheduled for discussion and that contract language would then be drafted mutually by legal counsel. Each side would appoint a moderator, who would coordinate scheduling, assist in agenda determination and be empowered to approve tentative agreements.

An impartial non-participant would be provided to keep session minutes. These would be distributed to all members of the INC Process, but would be considered confidential.

There were a total of ten negotiation sessions. Each session will be briefly summarized, and any process concerns that arose described.

March 24, 1987 -- This session consisted of clarifications of protocols and general session planning. The Process workshop and Communications Lab were reviewed and critiqued. The nature of the minutes was reviewed. Minutes would reflect discussion views held by teams, but not by individuals. All action taken would be recorded. A release to the media would simply announce that negotiations were in progress (see Appendix C, Glen Ellyn News, March 25, 1987). It was suggested that items be discussed as clustered on the supplied sheet, Matters for Negotiation (see Appendix C). It was agreed that the next sessions would start with contractual language items. The union was asked to identify by cluster their top priority items, and they agreed to do this. The session ended with a brief discussion of the effect of early retirement on board finances.

April 7, 1987 -- Content issues discussed included Maternal Leave, the definition of a "Certificated Employee" in the contract language, and the inclusion of the Evaluation Procedure in the contract. Language regarding "Certificated Employee" was agreed to. No process clarification occurred at this session.

April 9, 1987 -- The union requested a clarification on the nature of confidentiality. They acknowledged the confidentiality of the table, but desired to communicate the disposition of items to the general membership. Management then admitted being handicapped by the exclusion of certain

administrative members from the information chain. It was agreed the disposition of items could be communicated to the respective constituencies orally, but that written lists would be withheld to prevent unwanted media involvement.

Discussion then continued on the Maternal Leave policy language and agreement was reached. Consensus was also reached on a Personal Leave provision. However, language pertaining to the Evaluation Procedure, Early Retirement, Leave of Absence and Reduction in Force was tabled.

April 14, 1987 -- Content issues discussed included the Evaluation Procedure, Limited Access to Early Retirement, Leave of Absence, Reduction in Teachers, Salary and Insurance.

There were no clarifications requested on process constraints during this session.

April 16, 1987 -- The union requested an update on items from the Communications Lab that had been referred to the administrative council for action. Little action had occurred on those items, as the Negotiation Sessions were drawing heavily on district resources. Most items would be seriously considered once the Negotiation Sessions concluded. Clarification was requested on certain items.

Another process issue arose. The item concerning limited access to Early Retirement, which was presented by

management at the Communications Lab Weekend, had been unexpected. The union team had not previously discussed this issue with their membership and the confidentiality of the table had prevented them from doing so since the Lab weekend. The union requested the right to explore this topic with the membership. After some concerns from management about the need to maintain a confidential tone to the proceedings, it was agreed that this one topic could be discussed, with the assumption that actual dialogue from the table would not be used.

Content items discussed at this session included Evaluation Procedure language, Limited Access to Early Retirement, financial perspectives regarding Salary and Insurance, Mid-year Movement on the Salary Schedule, Board Contribution to TRS (Teachers Retirement System), Job Sharing, and Fair Share. The union remarked that the board's legal counsel had been the predominant respondent in this session on the issue of Fair Share. The union requested that a more varied response pattern on this issue would help them better understand the board's viewpoint (the issue of Fair Share concerned the union's request that all non-members of the association have an amount equal to union dues withheld from their salary and remitted to the union. This was to offset the expenses of contract negotiation and maintenance, which benefited all employees. A Fair Share Clause was common in neighboring districts). No agreements

were reached at this meeting. A list of unresolved items was begun.

April 21, 1987 -- Language related to Early Retirement was ratified, and the first salary proposal was placed on the table. Discussion continued on the following items but consensus was not reached: Salary, Insurance, Mid-Year Movement, Job Sharing and Fair Share. No process concerns were brought to this session.

April 23, 1987 -- The board spoke first in regard to the union's salary proposal of an 8.02% increase on the base. The board acknowledged that this proposal was a break from precedent, in that the union had opened with a reasonable request, and the board appreciated that intent. Since the insurance monies would be tied to the total compensation package, the discussion proceeded, focusing on various board paid insurance percentages. The board presented a base salary increase of 6.15%. The suggestion of an increase in the percentage of board paid insurance premiums from 75% to 95% for individual coverage was also made. Job Sharing language, Fair Share and Involuntary Transfers were discussed.

The union felt that a short caucus would greatly expedite matters and requested that action. The board agreed, but reiterated that they felt all matters having a financial impact should be considered together. After the caucus, Job Sharing language was ratified.

The INC facilitator, who had returned to view a Negotiation Session, commented upon adjournment that he had just observed a very positive interaction, and that he was impressed by the high tolerance level, open listening and collaborative spirit he had witnessed.

April 28, 1987 -- This began the last week of bargaining, if the May 2nd deadline was to be met. It was suggested that all remaining money items be placed on the table and briefly discussed. Consensus was to proceed along these lines.

After all remaining items were reviewed and discussed, the union suggested a short caucus.

The union caucus produced a composite package to present to the board. This composite included repeated requests on three items, altered stipulations on one item, the tabling of three items and the withdrawal of eight items. There was also an additional salary increase proposal of 6.9% of the base.

The union stated that the salary proposal indicated was their rock-bottom figure, and they had decided to present it now so that negotiations would not be delayed, and in order to indicate to the board what they felt would be an equitable settlement. There was strong reservation on the part of the board at the term rock-bottom. They said they felt their understanding of these proceedings was that

a mutual solution would be reached, and that flexibility at all times was assumed. The union rejoined that sometimes lower limits existed, and it was only fair to indicate those as soon as possible.

On that note the meeting adjourned.

April 30, 1987 -- This session consisted of a number of packages being placed on the table for consideration. Various items were grouped and four caucuses occurred. The session had regressed to traditional bargaining, in that items were now being "traded off" in packages amid frequent caucuses. A board member remarked regretfully upon the abandonment of problem-solving as a model. There was no response to this concern from the union.

The packages basically described a two year structure. The first year proposal included changes in base salary and medical coverage, and the second year addressed four items: a salary increase, mid-year movement on the salary schedule, a one-time longevity bonus and an increased life insurance amount.

Over the course of the session, the amounts of all these items were altered numerous times and then presented as a package to the other side.

The session ended with the board's contention that the union's last proposal did not significantly address the

previous board offer. The board had no counter offer at that time, and asked the union to reconsider the board's previous offer again for the session on May 1st.

The meeting adjourned.

May 1, 1987 -- This meeting had been tentatively scheduled at the beginning of the time frame as a contingency. Its need at this point was apparent.

The union had been requested to present another response to a previous board proposal. This was done. At that point the board went into an hour-long caucus.

Upon returning to the table, the board presented a commentary on the state of the negotiations process. There was a concern from one board member that the process had become a proposal/counterproposal approach, which opposed the original concept of having open discussion by both sides which would lead to resolution as a group. The board had tried to explain what economic resources were available to the district, and to balance them in their proposals. The deficit position of the district was then stressed, and also the fact that dollars spent on the settlement would further increase that deficit.

Another member of the management team stated the team's hope that discussions would not conclude by slipping back into a separatist approach to negotiations. The

initial desire had been to proceed through the process to its conclusion, positive or otherwise, sharing and incorporating interests, integrating what was to the mutual benefit of both parties, and reaching an outcome that would satisfy basic expectations in a fair and appropriate way. It was felt this could still be accomplished. The union briefly stated that they also had perceived the regression to traditional bargaining, but hadn't seen how to prevent it.

At this point management presented its proposal to the union. After some discussion, one of the unresolved issues, that of insurance, was considered in a brainstorming session and a creative solution was produced using that method.

The union then caucused, and returned with a package proposal that was accepted by the board. All money items were resolved at this point.

Two items of a philosophical nature remained on the table. Upon further consideration, the evaluation procedure language was ratified. However, there was still no agreement on the issue of Fair Share.

The board stated that they had nothing more to add on the issue, and that there was no latitude in their parameters. The protocols indicated that the Closing Weekend be used to reach agreement on unresolved issues, so the union suggested that this topic be designated as the discussion issue for the Saturday workshop the next day.

The board team reiterated that they really had nothing more to discuss. The union rejoined there would be little point in going over the same arguments, and questioned what the next step would be, since strong feelings existed on both sides. The union restated some of its concerns on this issue, and then indicated they would like to present their positions to the full meeting of INC participants, and also seek counsel from the INC facilitator, who would be present the next day. The meeting adjourned.

V. CLOSING WEEKEND

The stated purpose of the Closing Session was to summarize tentative agreements reached during negotiation sessions and to reach agreement upon unresolved issues. The entire group of INC participants from the first Communications Lab weekend would assemble for this meeting. Many of these participants had observed the negotiation sessions of the subcommittee.

The facilitator would be present. He had not been involved with the negotiation sessions, although he had chosen to observe one session. The facilitator was to assist participants with articulation of their respective positions regarding unresolved issues, and would create an atmosphere conducive to consensus decision-making.

Caucuses would be permitted. The session was to

continue until agreement was reached.

Only one issue was left unresolved, that of Fair Share. This was something the union desired very much and which the board opposed strongly on philosophical grounds. Discussion followed the Lab format, with members from alternating sides speaking. After two hours, the union conceded the issue. All other items were then reviewed, and tentative contractual settlement was reached.

Time lines for ratification were established, and suggestions for an evaluation session were made. The session adjourned at 11:30 A.M. on Saturday, May 2, 1987, and the process was complete. The implementation of the INC was concluded.

Although the protocols did not include an evaluation procedure, a meeting was called for this purpose. The meeting would also address an item tabled for further reflection.

On June 2, 1987 the tabled negotiations item was discussed briefly and resolved. The evaluation of the model commenced with an open discussion by the group of all the steps in the process. This was conducted as a brainstorming session. Selected reactions are presented below.

Process workshop -- Concerns centered around the choice of a facilitator and his use of the workshop time.

The difficulty in choosing the right facilitator was discussed and disappointment was expressed over what had not occurred in terms of instruction. The time stricture was mentioned and suggestions were to lengthen the process, and to allow for assimilation of information by having the workshop occur well in advance of the Communications Lab. There was not general agreement on how to improve the workshop, but all agreed it had not fulfilled its function. The site and number and composition of participants were deemed appropriate.

Communications Lab -- More positive feelings were expressed. It was felt that each issue was given ample discussion, and the goal of disposing of all issues was achieved. There were again concerns with the process, and the slow progress at the beginning. It was felt procedure for the handling of issues needed to be set up beforehand. The constant visual display of issues on newsprint was seen as helpful. The Lab was viewed as successful.

Negotiation Session -- The smaller subcommittee was approved of. Discussion ensued on the appropriateness of observers, who caused feelings of uneasiness in some participants. The need for communications with those outside the process was discussed, and how the role of observers fulfilled that need. The general protocols were approved. Caucuses occurred as financial closure approached; however, it was felt that might not be preventable.

Closing Weekend -- This was agreed to be disappointing. The two sides met for two hours and reiterated their points of view until one side conceded. A suggestion was made that perhaps all items should have been resolved in the Negotiation Sessions. This led to reflections on whether the process was not designed to fail if all the hard issues were left until the last weekend. Should there be a last weekend? If not, why have the large group at all? Creative problem solving was only used once in the whole process. However, participants felt a trust level had been established and that this had been a successful first effort.

No concrete recommendations emerged from this meeting.

VI. SUMMARY

The Integrated Negotiations Concept (INC) was implemented in School District 41 in Glen Ellyn, IL, in the spring of 1987. Five major process divisions have been determined. Each will be briefly described.

February 18 to March 19, 1987 -- During this time, the board and union teams met separately to prepare the issues needed at the Communications Lab. The subcommittee of one board member, the superintendent, and two teacher negotiators, who had drafted the protocols, met once with the facilitator. The purpose of this meeting was to acquaint him with any specific group concerns, and to

clarify their needs for the Process Workshop. Ground rules for the Communications Lab were also reviewed.

March 20, 1987 -- The Process Workshop lasted from 5 P.M. to 9 P.M. All INC Participants attended. The group included all seven school board members, the superintendent of the district, the assistant superintendent of finance, the board's legal counsel, the IEA Uniserv representative, and eight teacher negotiators. The facilitator chaired the workshop, and led the group through a combination of lectures, discussions and simulations related to collaborative problem-solving in a negotiations setting.

March 21, 1987 -- All INC Participants met at 9 A.M. for the Communications Lab. Board and teachers had each compiled a list of concerns to be addressed, and these were displayed around the room on large newsprint. The board had brought ten items for discussion and the union sixty. The protocols stated that all items were to be openly discussed, and the disposition of the items determined. Each item would be assigned to one of the following categories:

- assigned to Negotiations
- assigned to Administrative Council
- assigned to a task force
- assigned to the union
- discussed and noted.

Initially participants tended to debate the issue at hand, rather than simply assigning it to an established group for resolution. Recognition of this behavior curbed it, and the process was expedited. All issues had been discussed and disposed of by 6 P.M.

March 24 to May 1, 1987 -- Negotiation of the designated items occurred. The negotiation subcommittee members were drawn from the INC group, and included the superintendent, the assistant superintendent of finance, two school board members, the board's legal counsel, the IEA Uniserv representative and four teacher negotiators. The facilitator was not included in the Negotiation Sessions. Other members of the INC group were encouraged to observe the subcommittee. Ten negotiation sessions occurred in this time interval. All items but one were resolved by the end of the May 1st session.

May 2, 1987 -- At 9 A.M. the final stage of the INC Process occurred. All original INC participants attended. The purpose of the meeting was to resolve any remaining issues, and to review all agreements reached by the negotiation subcommittee. The remaining item was discussed for two hours; then the union conceded the item, and tentative contractual settlement was declared. Plans for ratification of the contract and evaluation of the procedure emerged.

This ended the formal INC Process.

June 2, 1987 -- Although not included in the Process, an evaluation meeting of the subcommittee was held. A brainstorming format was used, and no concrete recommendations emerged from the meeting.

Chapter 6

Analysis and Recommendations

The previous two chapters described the evolution and implementation of a collaborative, non-adversarial collective bargaining model, used by School District 41 in Glen Ellyn, IL, for negotiations in the spring of 1987. An analysis of that process (begun in Chapter 4) will now be completed. The following research questions, presented in Chapter 1, will also be addressed:

1. What are the strengths of the created model?
2. What are the weaknesses of the model?
3. What recommendations for change can be made in the future use of the model?

I. ANALYSIS

The model implementation will be evaluated using the "Design of Effective Union-Management Cooperative Efforts" as described by Cohen-Rosenthal and Burton in their book Mutual Gains. The following categories will be described as to content and then used to review the created model:

A. Governing and Managing
B. Building Skills: Training
C. Communications and Publicity
D. Monitoring and Evaluating

A. Governing and Managing

1. Cohen-Rosenthal and Burton describe the need for governing bodies or steering committees, to oversee cooperative employee participation programs. In this case, the negotiation subcommittee was providing its own governance. However, the following warnings still hold true:

> "All programs need to be sure that they have effective governance to guide and nurture the effort. . . . The comanagement of the process requires formal structures to keep it going. Informal agreements or laissez-faire approaches simply do not work beyond the short term. Too many programs become the domain of consultants or particular personalities on either side, and no structure is established to run the program. Such programs have a very thin or tenuous base of organizational support and guidance. If something should happen to the prime shakers, then the program will collapse. Good governing structures shore up the framework of the program."[1]

The major fault of the Negotiation Sessions is that no structure was supplied nor process expectation described. No governing documents were produced. The negotiation subcommittee was to govern itself, and yet no rules or guidelines pertaining to its own management were ever discussed or composed.

The Process Description indicated that the participants were to openly discuss issues for negotiations, and seek agreement through an integrated problem-solving

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[1]Edward Cohen-Rosenthal and Cynthia E. Burton, Mutual Gains: A Guide to Union-Management Cooperation (New York: Praeger Publishers, 1987), p. 165.

approach. Caucuses were to be permitted, but discouraged. It was the goal of each session to arrive at agreement on those items scheduled for discussion. Tentative contract language was to be drafted by legal counsel.

All four of the protocols listed above had been abandoned, at least temporarily, by the end of the process. Members from both teams expressed frustration with this development, and yet a solution eluded them. The negotation subcommittee or perhaps the design and planning subcommittee should have considered drafting a contingency plan in case of process breakdown. If such an occurrence had been considered and discussed, and structured guidelines submitted, the reappearance of an adversarial mode would have been a signal for alternative action. Discussion of content issues could have been suspended until the process change had been discussed and resolved.

Given that there had been no preconsideration of this occurrence, the negotiation subcommittee itself could have declared a recess and decided to address the process problem. Various individuals did express concern about the direction the discussions had taken, but the process deadline moved the group on.

One further solution could have been the recall of the facilitator to aid in resolving the problem. This could have been recommended in earlier planning stages, or

spontaneously decided by the subcommittee as the problem arose. But because the subcommittee had really not taken responsibility for its own management, none of these options was considered. No governing documents had been drafted, and no safeguards had been built into the program. This lack of management and contingency planning was seen as a fault in the negotiation sessions.

2. One further concern involved participant selection. The importance of top-level involvement has been discussed and is essential to the success of any collaborative effort. That criterion had been met. Also critical, however, is the involvement of middle-level management.

Cohen-Rosenthal and Burton state:

> "Perhaps the biggest stumbling block to cooperative and participative programs has been middle-level resistance. There are several important reasons to have middle management involved. First, they usually have a tremendous amount of knowledge and expertise in the problems under consideration and therefore add to the problem-solving capabilities. Second, they are likely to be involved in approving and putting into place changes and therefore will be key to successful implementation. Third, no one likes to have his or her position eroded, and sometimes there is an impression that these kinds of programs aim at showing up the mistakes of the people in the middle and circumventing their authority."[2]

The omission of building principals from the INC process was seen as unfortunate. An entire level of

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[2]Ibid, pp. 166-167.

management, because of the confidentiality constraints, were locked out of the process and information chain. They could have been invaluable at the Communications Lab, since a number of concerns dealt with building issues. Also, since contractual items are often implemented at the building level, changes must be understood. The inclusion of principals on the negotiation team would have assured that. It would also "reinforce [to middle management] the notion that union-management cooperation is important, and central to the mission of both sides."[3]

A number of issues brought to the Communications Lab by the union concerned specific buildings and principals, and perhaps it was thought that discretion was the safest course. However, the nature of the interaction anticipated for the process should have provided protection. "Ensuring no character assassination of management or labor at any level focuses the cooperative process not on personalities, but on issues."[4]

A review of other collaborative models from Chapter 2 revealed the following facts: In Theory Z Bargaining, the negotiating team participants included teachers, administration, and principals, but no board members. As the model evolved, a board member was added. When the superintendent

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[3]Ibid, p. 168.

[4]Ibid, p. 171.

involved in Theory Z Bargaining moved to a new district, where principals were not part of the team, their feelings of exclusion became an issue, and focused communication became necessary.[5] Three other models reviewed also identified participants. The Collective Gaining Model employed teachers, board members and administrators (district and building). The Collaborative Approach by John Augenstein used teachers, administrators and parents. The Integrative Bargaining Approach used subcommittees composed of the board, administration and teachers.[6]

In all models, the inclusion of the building level administrator was considered necessary. This further supports the contention that all levels of a district hierarchy, including middle management, should be represented in a collaborative district process.

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[5]Marilyn Pheasant, "Theory Z Bargaining Works: Teachers and Administrators in Two School Districts Replace Hostility with Trust," OSSC Bulletin 28 (March 1985): 2.

[6]Wayne Buidens, Margaret Marten, and Arthur E. Jones, "Collective Gaining: A Bargaining Alternative," Phi Delta Kappan, December 1981, p. 244; John J. Augenstein, A Collaborative Approach to Personnel Relations: A Modal Process for Justice in the Catholic School Community of Faith (Bethesda, Md.: ERIC Document Reproduction Service, ED 195035, 1980), pp. 9-13; Jeanne Kolar, Leo R. Croce, and Justin M. Bardellini, "Integrative Bargaining in One California School District," Phi Delta Kappan, December 1981, p. 246.

B. Building Skills: Training

The INC process constantly referred to the necessary process interaction as integrative problem solving. The intent was that, using a multiple spokesperson format, participants would openly discuss issues for negotiation and seek agreement.

It was understood that "integrative problem solving" was not an inherent individual skill, and that some training in this process was desirable.

Cohen-Rosenthal and Burton state:

> "Good results come from knowing what you are doing. Most union-management programs require new skills and understandings. Some believe that it is as easy as sitting down together and talking. While this is a start, the most effective forms of joint activity demand new understanding of content areas and cooperative processes. Without training, many programs hang on good will and good luck. Training does the following four things for any joint union-management effort:
>
> 1. It explains what the program is and how it will work.
>
> 2. It teaches the basic principles, processes and procedures by which the activities of the program will be run.
>
> 3. It provides skill training in the specific areas necessary to meet the goals and objectives of the program.
>
> 4. It builds support for and commitment to the program.
>
> While clearly training is important, the practice is often given short shrift. . . . The

> landscape is littered with well-intentioned programs that broke down in areas where proper training could have made a major difference. However, the biggest loss from the lack of training is the diminished potential of untrained programs."[7]

The design and planning subcommittee, after discussion with the original group, had drawn up protocols for a Process Workshop. This was to entail only one session -- the final choice of time was the Friday evening before the Communications Lab. The facilitator would arrange for all training and was supplied with the group's goals and objectives for the workshop (see Appendix B).

1. This was the first area in which the planned training model failed. The instruction desired was complex and would take considerable time. By only allowing one five-hour training session, instruction was drastically curtailed and assimilation of information thwarted. Participants were presented with complex ideas and behaviors and each was quickly demonstrated with one example. Then the group moved to a new skill.

> "Frequently, there is a rush to get things done, and therefore many take shortcuts in the training. Patience with the process is necessary because less will get done in the medium and long term if sufficient training is not provided. The other manifestation of the 'get it done fast' approach is to cram all the training into a short period of time and overload the trainees."[8]

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[7]Cohen-Rosenthal and Burton, pp. 176-177.

[8]Ibid, p. 177.

The brevity of the Process Workshop was seen as one of the major flaws of the model and may have been partially responsible for the process breakdown during the Negotiation Sessions. All INC participants, and especially the negotiation subcommittee members, needed more instruction and rehearsal in the desired techniques.

2. Even given the brief time span allowed, instruction at the Process Workshop was inappropriate.

> "The curriculum should be as rooted in reality as possible. Adults seek learning to make an impact on their actual working and living conditions. Overreliance on games, simulations and hypotheticals should be avoided. If there is a possibility to link learning to real situations at work on the program, then this approach should be taken."[9]

The composition of the Process Workshop was thoroughly described in Chapter 5. In summary, it included various lectures on interaction processes, role-playing that involved a negotiation skill (the separation of issues) and empathic response, and a group brainstorming and decision-making simulation.

Often during lectures the facilitator would briefly explain a concept and if greeted with no response would advance to a new topic. There was no indication that concepts were being assimilated by the participants. None of the simulation/role playing exercises dealt with a

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[9]Ibid, p. 182.

collective bargaining situation, although this was specifically requested. Some participants later expressed disappointment that they had not been exposed to instruction and practice in the processes they needed.

Cohen-Rosenthal and Burton state:

> "Another major area of curriculum concern is the problem-solving process. In essence, all union-management cooperation is a problem-solving effort. Though there are many variations, any approach should incorporate building facility with problem identification, problem selection, problem analysis, solution development and analysis, and preparation of a recommended solution and implementation plan. . . . The analysis section of the problem-solving process requires strong attention."[10]

It is this aspect of the training that was neglected at the Process Workshop. All participants needed more instruction in and practice with actual problem-solving processes, using potential collective bargaining situations.

If the facilitator felt that the time was insufficient to achieve the desired goals, that should have been pointed out at the March 12th meeting and accommodations made. If the facilitator also felt that perhaps he had insufficient skills or materials to instruct on this matter, that should have been indicated. Not all facilitators are skilled in training. An alternative might have included employing separate individuals as the trainer and the facilitator.

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[10] Ibid.

The lack of adequate training was seen as a major hindrance in the implementation of the INC model.

C. Communications and Publicity

> "Communication is a two-way process. Each side must share information and ideas with each other and listen to what the other side has said. There must be clear communication from the program to others outside of it and within the program to and among its various participants."[11]

Cohen-Rosenthal and Burton have clearly summarized the major communication paths in the paragraph above. These will be reflected on, and the communications used in the INC model will be reviewed.

1. Keeping Participants Informed

It is suggested in Mutual Gains that participants in a program be kept current on the cooperative process using meetings, newsletters or minutes as the avenue. Minutes were used as an integral part of the communications flow in the INC Process.

One problem in communications that was anticipated at the design level was the need of information paths to keep all INC participants informed on the negotiation subcommittee actions. All INC members had participated in the Process Workshop and the Communications Lab and had seen

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[11]Ibid, p. 189.

issue disposition, and then half the members had been, in actuality, removed from the process. It was essential that those people remain familiar with the ongoing discussion, so they could contribute feedback between Negotiation Sessions and would also have more viable reflections on the Closing Weekend, when the total group would reconvene.

Minutes of the Negotiation Sessions were being taken by an impartial non-participant and then approved by the subcommittee. It was decided to send these minutes to all INC participants, stressing their confidential nature. INC members not on the subcommittee were also urged to observe the Negotiation Sessions as often as possible. This process kept all participants adequately informed of the progress of the negotiations.

2. Keeping Un-involved Members Informed

As noted in the Chapter 5 Negotiation Session summaries, this became a problem for both sides. The discussions during the entire INC were confidential. As in other bargaining years, this presented committee members with the dilemma of not being allowed to communicate with the individuals being represented. On the management team, none of the principals were included as INC participants, and their continual exclusion from the information chain was becoming a handicap to the administration.

The entire school board was involved in INC, so they experienced no gap, but the nine teachers involved represented over a hundred other people, many of whom had been involved in the compilation of issues for the Communications Lab, and who were interested in the progress and status of issues.

A final decision on this issue was made by the subcommittee, who decided to allow the oral presentation of issue disposition to the uninvolved parties. It was decided, however, that no written lists would be made available, to avoid unwanted media involvement.

Upon reflection, it seems that perhaps the need for confidentiality at the table needs to be reexamined. Members of the affected organizations should be free to observe their representatives during problem solving, and may actually be able to contribute additional ideas between sessions. The problems anticipated with observers may be exaggerated. One of the greatest fears of negotiators with the concept of open meetings is the potential for misunderstanding what was said at the table. It seems that if relations change from adversarial to problem solving, an understanding of negotiation strategies and techniques will not be necessary to understand action at the table.

A number of models even designate their meetings as open, with the public invited.[12] This suggestion should be discussed and considered for experimental application. Lack of communications with an interested constituency will cause more misunderstandings than words overheard at the table.

3. Handling Information Sharing

It is necessary in problem solving to present all relevant information to the group for consideration. This will include complete budget figures and analysis as well as anticipated revenues.

> "The sharing of information can bring up proprietary or very sensitive issues. It is very important for both sides to exercise restraint and discretion in the spread of information. . . . Violating this principle on either side undercuts the trust and respect the parties need to work with each other."[13]

Cooperative information sharing was a strong point in the INC implementation. All materials were shared openly, and any requests for additional information were promptly expedited.

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[12]Randy Bohannon and others, Checking Your Negotiations Style: The Situational Approach to Bargaining (Olympia, Wash.: Washington State School Directors Association, 1985), p. 8; Buidens, Marten, and Jones, p. 244.

[13]Cohen-Rosenthal and Burton, p. 194.

4. External Publicity

The INC guidelines stipulated that all information concerning the progress of negotiations would be jointly released. Only three articles appeared locally concerning the process, all with joint union-management approval, the last appearing upon contract ratification (see Appendix C, Glen Ellyn News, May 20, 1987).

The INC designers were in accord with Mutual Gains:

> "In all cases, publicity is best withheld in the early stages of the program. There are other more pressing issues that need to be addressed and the shakedown period is hardly the time for the glare of the public eye."[14]

D. Monitoring and Evaluating

> "Setting up a program is one thing. Keeping it going and making sure that it is doing what it is supposed to do is quite another task altogether. To keep tabs on how the program works in the real world, effective mechanisms for monitoring and evaluating what has been set up and how it works need to be designed and deployed."[15]

The INC protocols make no mention of monitoring or evaluating. As discussed in part A, no provisions had been made for process breakdown. If the participants found the process regressing to adversarial bargaining, as in fact

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[14]Ibid, p. 196.

[15]Ibid, p. 198.

occurred, no system had been designed to reverse that direction. The need for an internal monitoring system is clear.

At the conclusion of the Closing Weekend, one item had been tabled for later discussion. A date of June 2, 1987 was set, and it was also decided to use that meeting to evaluate the INC model. The members of the evaluation were to be the negotiation subcommittee, and the total time allotted was two hours.

There was no guideline for the discussion other than the process order of events. Participants responded somewhat randomly to ideas and no concrete recommendations emerged from the meeting.

The lack of an in-depth structured evaluation of this model was the final major design flaw. Given the time taken creating and then implementing this procedure, an evaluation effort deserved equal reflection and consideration.

Cohen-Rosenthal and Burton recommend the following considerations:

> "Who should evaluate whom and what should be reviewed must be clearly understood at the outset. Every group in a program should evaluate itself and its subordinate groups. These various evaluations should be integrated into an overall plan for evaluation. . . .
>
> The first step within the group is to brainstorm all of the questions the union and management partners have about the process of their effort. Process refers to the way the

> program has been established or the how of the program. Included as general categories under process might be the overall design process, management of the project, relationship to non-direct participants, development of governing bodies, communications approaches, implementation and development of non-participants, and the use of consultants."[16]

The negotiation subcommittee evaluated the entire INC process. There were no questions about the remaining participants becoming involved in an evaluation.

Brainstorming occurred, but it was unreflected opinions to general statements. There was no brainstorming on what questions to ask, as would have befitted an in-depth evaluation effort.

> "The ways in which answers to each question would be exhibited should be listed under each question. The aim should be to look for hard data indicators before relying on composites of opinions."[17]

A possible evaluation scenario would have been:

(a) select evaluation participants

(b) brainstorm items to consider

(c) categorize items and distribute to participants for reflection

(d) gather data concerning items

(e) reconvene for a discussion of items

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[16]Ibid, p. 206.

[17]Ibid, p. 207.

(f) list consensus reached on items

(g) compile formal recommendations for change.

"Evaluations do not end with the results tabulated and reported. The most important part of the evaluation is to use the results to learn how to do the program better. The evaluators and the entire governing body need to review carefully what has been uncovered and collected to determine what improvements are needed where. Improvements should have a clear plan for implementation."18

Because the INC model did not include or implement a formal evaluation, the process is unresolved. This is viewed as a final major flaw in the model.

II. RESEARCH QUESTIONS / SUMMARY

The questions indicated at the beginning of the chapter will now be considered individually, with answers gleaned from the analysis.

1. What are the strengths of the created model?

(a) It encourages a sense of trust and respect between management and labor.

(b) It establishes problem solving as a mind set.

(c) It establishes a sense of professional intimacy, so problems are jointly owned.

(d) It strives for contractual settlement

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[18]Ibid, p. 208.

that will benefit both sides.

(e) All concerns can be voiced -- there are no arbitrary limitations of topic.

(f) Management and labor speak directly to each other, without the interpretation of intermediaries.

(g) It limits the time spent on negotiations and prevents the buildup of resentment.

(h) A spectrum of teachers, from all buildings or levels, address a spectrum of management. Nothing is limited or pigeonholed.

2. What are the weaknesses of the created model?

(a) The exclusion of middle management from the INC team is unfortunate.

(b) The need for extensive training in participative decision-making may be inconvenient.

(c) The role of the INC participants (outside the negotiation subcommittee) is unclear. Should they be involved more? Should they be eliminated?

(d) The communication avenues to non-participants are not established.

(e) There are no guidelines established for the internal monitoring of the process.

(f) A contingency plan for process

breakdown is not present.

(g) The nature of the Closing Weekend is unclear. Is it for additional negotiations? Is it a formalized closure and finalization ritual?

(h) A structured evaluation process is not included.

(i) Facilitator needs are ambiguous. What skills should he provide? Should he also do the training? Should he come to Negotiation Sessions?

III. RECOMMENDATIONS

1. This model was based on one established model, the Goldaber WIN-WIN program. The group should now research other models, for suggestions of improvement in their model.

2. A much expanded training session should be instituted, preferably within an established workshop structure.

3. The management team should be expanded to include building principals.

4. All INC participants should be assigned to subcommittees as the original WIN-WIN program describes. Otherwise a small group of individuals control the process. Communication between these groups will need to be pursued.

5. Confidentiality as a concept should be examined.

A problem-solving venue would benefit from open access -- to total membership and perhaps to the public. It would also resolve various communication problems.

6. A contingency plan -- in case the process regresses to adversarial modes -- needs to be incorporated.

7. The facilitator role should be expanded or eliminated. He occupies an ambiguous position.

8. The model urgently needs a structured in-depth evaluation procedure. This should be created and implemented before the next negotiations sessions.

9. The model should be reflected on, improved, and used for future collective bargaining.

IV. CONCLUSION

The decision of School District 41 in Glen Ellyn to create an alternative to adversarial bargaining was the beginning of a positive process. The desire of both sides to reject what had become a time-consuming and alienating exercise is laudable.

It is hoped that the detailed accounting of the evolution and implementation of this model will inspire others to attempt similar endeavors, while sparing them the awkwardness of initial mistakes.

It is also hoped this study will provide a base for reflection on the INC model and spur its future improvement. Union and management working together to make workplaces better sounds utopian, but it can be accomplished with determination on all sides.

> "We hold no illusions about the difficulty of the task. On the other hand, we still marvel at its possibilities for change. Union- Management cooperation will not occur in all places, at all times and in all ways. Cooperation engages the principal parties in the common struggle for significant betterment. By pointing the finger in the direction of a better way, joint efforts can make important and tangible improvements for all concerned. A union and management can do almost anything they set out to do when they summon common imagination and dedication to quality application."[19]

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[19]Ibid, p. 265.

APPENDICES

APPENDIX A

CENTER FOR THE PRACTICE
OF CONFLICT MANAGEMENT

2451 Brickell Avenue, Miami, Florida 33129 305/856-3100 Irving Goldaber, Ph.D. Director

BRIEF DESCRIPTION OF THE PROGRAM

The Goldaber Win/Win Contract Development Program is designed to bring both labor and management to a signed contract in which both parties attain their desired goals. It is designed, further, to achieve this end more rapidly--in thirty days--and with less cost than is the rule in the traditional approach to collective bargaining. And, still further, it is designed to enable both parties to emerge from the experience with a shared recognition that they are indeed partners in the labor-management relations of the district.

The traditional collective bargaining approach too often involves arsenal creation, deterrence politics, threat and bluff. Duplicity and fakery are frequently employed. The ability to destroy the other side is valued sometimes as the ultimate weapon. Yet, the traditional bargaining procedures are supposedly fashioned to bring the two sides together--magically--into a working and supportive relationship. In truth, the bitterness created often generates its own momentum. On both sides, animosity and enmity usually breed distrust and, at the worst, disloyalty.

The Win/Win Program is based upon an understanding that adversaries should maintain their separate advocacies and proponencies, while engaging in a collaborative search for outcomes in which each side gets what it seeks, what it wants. Essentially, when two groups operating within the same economic system, are in a competitive interface, each group--although employing the phraseology--does not really mean that "Our group must win and the other group must lose." Each group, most often unaware of it, is in reality stating, "Our group must win." It is not concerned with whether the other group wins or loses...again, as long as it emerges victorious.

The social science theory undergirding the Win/Win approach establishes that it is truly possible for both sides to win. When they utilize this theoretical framework by participating in the Win/Win Program, they do.

SAMPLE SET OF PROTOCOLS
for the
WIN/WIN LABOR-MANAGEMENT
CONTRACT DEVELOPMENT PROGRAM

1. The participating bodies in the Program are _____ and _____.

2. The Facilitator of the Program is Irving Goldaber, Ph.D., Director of the Center for the Practice of Conflict Management and _____, Associate Facilitator.

3. The Facilitators do not offer content input on any issue under deliberation. The Facilitators deal only with the arrangements, the interpretation of the Protocols and the group process.

4. Each participating body consists of _____ members and _____ resource person(s). The _____ members of each participating body are voting-members of that body. The resource person(s) normally serve as experts to the participating bodies.

5. Each participating body names its own members. This designation is not subject to the approval of the other body.

6. Both participating bodies are to name their participants by 5:00 P.M. on _____.

7. The specific process to be followed is detailed in the ten-phase "Sequence of Activity," appended hereto.

8. Phases 3 and 4 of the "Sequence of Activity" is the "Communications Laboratory."

9. The "Communications Laboratory" is viewed by the participating bodies as an instrumentality to facilitate the achievement of agreements on contract issues during the latter phases of the program.

10. During the "Communications Laboratory," participation is carried on without access to reference material and consultant resources outside the dialogue circle.

11. If, at any time, due to temporary absences from the circle, the number of voting-member participants of either body falls to _____ or less, the "Communications Laboratory" is recessed. The "Communications Laboratory" is resumed when the number of voting-member participants in each body returns to _____ or more.

12. A voting-member participant who permanent withdraws either before or during the "Communications Laboratory," or from any other phase of the program, is not replaced.

13. Additional participants, exceeding the agreed number in place at the start of the "Communications Laboratory," are not to be added to the group at any time during the program.

14. If the number of voting-members of either participating body who have withdrawn permanently is _____ or more from either of the bodies, the "Communications Laboratory" and the Program are terminated.

15. During Phase 3 of the Program--the first portion of the "Communications Laboratory"--the participants in each group post charts listing their complaints, concerns, questions and aspirations...with regard to their dealings with the other participating body in general, and with regard to contract issues, in particular. All of the voting-member participants comment upon and discuss these items without any time limitation.

16. In Phase 4--the second portion of the "Communications Laboratory."--the participants identify the contract issues upon which ultimate agreement will take place.

17. The dialogue arrangement of the "Communications Laboratory" follows the format stipulated in Dr. Goldaber's publication, Transforming Conflict into a "Win/Win" Outcome, (published by the Confederation of Oregon School Administrators, Salem, Oregon, 1982).

18. Resource persons may not speak during Phase 3; they may, however, participate during Phase 4.

19. There are neither breaks nor caucuses during the "Communications Laboratory."

20. Participating body observers at the "Communications Laboratory" are nominated by either participating body and are present at the invitation of the Facilitator subject to the consent of the other participating body.

21. The Facilitator is authorized to designate Facilitator team observers to be present during the "Communications Laboratory."

22. Observers at the "Communications Laboratory" are seated outside the circle of participants and do not engage in the proceedings.

23. Observers are free to enter or leave the room of the "Communications Laboratory" at any time.

24. Smoking in the "Communications Laboratory" room is restricted to a designated area of the room. When participants are in the smoking area, they are in a position to see and hear the other participants, but they, themselves, do not engage in the dialogue.

25. At the conclusion of Phase 4, the Facilitator appoints a Contract Matter Committee of participants for each contract issue. The presiding officer of each participating party designates that body's members on each Contract Matter Committee. The Facilitator is free to group the contract issues and assign a cluster to a single Contract Matter Committee.

26. The Contract Matter Committees contain _____ members of each participating body; either _____ voting-members and a resource person, or _____ voting-members.

27. From Phase 5 on--after the "Communications Laboratory" is completed--the Program is terminated only if either or both of the presiding officers inform the Facilitator of a desire to terminate.

28. During Phase 5, the Contract Matter Committees meet separately and either reach suggested agreements on the contract issues, or move the matter as close to closure as possible.

29. Meetings of the Contract Matter Committees are closed to all but Committee members.

30. Members of the Contract Matter Committees are free to consult or speak with any person before or after Committee meetings.

31. Members of the Contract Matter Committees are free to bring any resource materials to the Committee meetings.

32. Information each group possesses--not of a confidential nature--is supplied by one participating body upon the request of the other participating body.

33. In Phase 6, the Contract Matter Committees report their suggested agreements as well as still-to-be-resolved outstanding issues to the full group of participants. The full group reaches agreement on the outstanding matters.

34. Resourse persons are permitted to participate in the dialogue during Phase 6.

35. During Phase 6 each participating body is free to call for caucuses, without regard to their frequency or duration.

36. Observers are not permitted to be present during Phase 6.

37. After agreement has been reached on all contract matters at the conclusion of Phase 6, the Facilitator appoints a Contract Writing Committee of persons designated by the presiding officers of each participating body.

38. The Contract Writing Committee consists of either _____ voting-members, a resource person and a contract writer, or _____ voting-members and a contract writer for each participating body.

39. The contract writer may or may not have been a participant in the "Communications Laboratory."

40. During Phase 7 the Contract Writing Committee prepares the suggested contract, based on the agreements finalized during Phase 6.

41. Meetings of the Contract Writing Committee are closed to all but Committee members.

42. In Phase 8 the participants act on the suggested contract prepared by the Contract Writing Committee. _____ voting-members of the labor team (designated by the presiding officer) and _____ voting-members of the management team (designated by the presiding officer) recommend the contract draft to their respective governing bodies for approval or ratification.

43. If the approval or ratification sought in Phase 9 is received from both sides, the participants meet jointly in Phase 10 to sign the new contract.

44. No electronic recording is made of any of the proceedings during Phases 1 through 9 of the Program.

45. At all times, the sole spokespersons for the program are the presiding officers of the two participating bodies or their designees.

46. Participants, the Facilitator and observers are authorized to use the substantive material of the Program for professional research and publication purposes, providing that the individual identities of the participants are not revealed.

47. The Facilitator has the right to add any Protocol not included in this list.

16. During Phase 6 each participating body is free to wait for concurrence, without regard to their frequency or duration.

16. Observers are not permitted to be present during Phase 6.

17. After agreement has been reached on all contract matters at the conclusion of Phase 6, the Facilitator appoints a Contract Writing Committee of persons designated by the presiding officers of each participating body.

WIN-WIN PROGRAM ELEMENTS

Program Phases

1. The process to be followed as listed is the thirteen step outline, appended.

2. During Step 5 each group posts charts listing their concerns and questions. There will be no time limit on any chart.

3. At the conclusion of Step 6, the Facilitators will appoint the following Sub-Committees:

   A. Salary and Benefits
   B. Working Conditions
   C. Rights
   D. Other Contract and Non-Contract Matters

4. By mutual agreement of both teams, the number of committees may be reduced and/or consolidated.

5. During Step 7, the Contract Issues Committees meet separately and agree on recommendations on the contract issues for presentation to the full group. During Step 7, if agreement cannot be reached, the Committee members come as close to agreement as possible.

6. In Step 8, the Contract Issues Committees report their recommendations and unresolved issues. The full group acts on the recommendations and resolves the outstanding issues.

7. After agreement has been reached on contract issues a Contract Writing Committee will be appointed.

8. During Step 10, the Contract Writing Committee will write a draft contract.

9. In Step 11 both teams meet together to review the suggested contract.

10. In Step 12 each team recommends the contract draft to their governing bodies for approval.

11. The governing bodies meet to act on the proposed contract.

12. When ratification is received from both sides, the participants meet jointly in Step 13 to sign the contract.

Membership/Participants

1. The participants in the Contract Development Program are:
2. Each team will consist of up to _____ members.
3. Each participant will name the members of its own team.
4. The participants will name team members by: (time) _____ (day) _____ (date) _____
5. The schedule for Step 5 is as follows:
6. A team member who permanently withdraws from any phase of the Program is not replaced.
7. If 4 members of either team have withdrawn permanently during Steps 5 and 6 the Program is terminated.
8. The number of members from each team on each committee will be determined by dividing 12 by the number of committees.
9. Meetings of the Contract Issues Committees are open to only Committee members. Additional individuals may be in attendance only if there is unanimous agreement.
10. The Contract Writing Committee is composed of persons designated by the presiding officers of each participating body.
11. The Contract Writing Committee consists of three (3) members from each team.

Program Rules

1. During Step 5 team members will not have access to reference materials and consultant resources.
2. The Teams will determine issues to be considered in the development of a contract.
3. During Step 5 there will be no breaks.
4. There will be no smoking during Steps 5, 6, 8, 9, except in the designated smoking area.
5. After Step 6 is completed -- the Program is terminated only if either or both of the presiding officers inform the Facilitators of a desire to terminate.
6. During Step 7, if agreement cannot be reached, the Committee members come as close to agreement as possible.

7. Members of the Contract Issues Committees are free to consult with others.

8. Resource material may be brought to Contract Issues Committee meetings.

9. Each Team's information is shared except for that which is of a confidential nature.

10. Each team is free to call for caucuses during Step 8 with no time limit.

11. Meetings of the Contract Writing Committee are only open to Committee members.

12. No recording devices are allowed throughout the process.

13. The only spokespersons for the Program to the media are the presidents of each team, and all communication will be in the form of joint releases or meetings.

Facilitators

1. The Facilitators of the Program are:

2. The function of the Facilitators deals only with the arrangements, the interpretation of the Operating Rules, and group process.

3. The Facilitators have authority to recess the process.

4. The Facilitators are authorized to designate team observers to be present during Steps 5, 6, 8, 9.

5. The Facilitators have the right to add Operating Rules.

STEPS IN THE

WIN-WIN COLLECTIVE BARGAINING PROCESS

Step	Participants	Outcomes
1.	Presidents of the Board of Education and Association meet with Facilitators	To develop operating Procedures.
2.	Each group meets separately	To adopt operating Procedures.
3.	The Board of Education and Teachers' Association meet separately	To develop concerns or questions.
4.	Each group meets independently	To print each concern or question on charts.
5.	Each group with their consultants meet jointly	To discuss concerns or questions.
6.	The groups meet jointly	To appoint individuals to committees.
7.	Each Committee meeting separately	To reach agreements on issues assigned to the committees.
8.	The groups meet jointly	To come to an agreement.
9.	The groups meet jointly	To appoint a Contract Writing Committee.
10.	The Contract Writing Committee meets	To write or revise the contract.
11.	The groups meet jointly	To approve the contract.
12.	The group takes action independently	To ratify the new contract.
13.	The groups meet jointly	To sign the new contract.

CENTER FOR THE PRACTICE
OF CONFLICT MANAGEMENT

2451 Brickell Avenue, Miami, Florida 33129 305/856-3100 Irving Goldaber, Ph.D. Director

SEQUENCE OF ACTIVITY

for the

GOLDABER WIN/WIN

CONTRACT DEVELOPMENT PROGRAM

Phase	Participators		Product
1.	Presiding Officers of the two participating bodies, meeting together		Suggested Protocols governing procedure.
2.	The two participating bodies, acting separately.		The Protocols.
3.	The two participating bodies, meeting separately and then together	"Communications Laboratory" Weekend I	Statements of concern and clarified questions.
4.	All participants, meeting together		Contract matter. And appointment of Contract Matter Committees.
5.	Contract Matter Committees, meeting separately		Suggested agreements on the contract matter.
6.	All participants, meeting together	Weekend II Saturday only	Agreements on the contract matter. And appointment of the Contract Writing Committee.
7.	Contract Writing Committee		Suggested contract.
8.	All participants, meeting together		Recommendation for approval or ratification of the contract.
9.	The two participating bodies, acting separately		Approved or ratified contract.
10.	All participants, meeting together		Signed contract.

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QUESTIONS AND ANSWERS ON THE WIN/WIN PROGRAM

1. Q. WHAT IS MEANT BY A "WIN/WIN CONTRACT?"

A. A Win/Win outcome of a labor-management negotiation describes the provisions of a contract in which each side obtains the results it desires. The Win/Win process specifically avoids compromise, for compromise entails, as a rule, the reluctant--or even anguished--loss of something prized in exchange for something, which may or may not be prized, when that relinquishment is essential to satisfy the needs or demands of another party or group.

In the Win/Win approach, both sides collaboratively arrive at shared solutions, in which neither side has been forced to give up its desired goals.

2. Q. HOW IS IT POSSIBLE FOR BOTH SIDES TO WIN?

A. First and foremost, both contending parties must come to recognize that they are in a "family" relationship and that the survival of the "family" is the overriding priority. In other words, the "family's" interests come before those of either of the conflicting groups.

When both sides participate in the Win/Win process, the conflict confronting them is stripped down to the essentials of the disagreement. Then creative arrangements are formulated--at that rock-bottom level--through which the needs of both sides are met. These outcomes may be found when--and only when--both adversaries are looking for them.

In instances where the reality of the situation prevents the formulation of creative solutions, each of the parties will invariably willingly yield, <u>not involuntarily surrender</u>, to those realities. A willing yield, though not attaining the end originally sought, cannot be equated with a loss, since a loss involves an unwilling forced surrender.

3. Q. WHAT IS THE PROCESS THROUGH WHICH THE WIN/WIN OUTCOME IS ACHIEVED?

A. An equal number of participants representing each of the two contending parties come together in a structured "Communications Laboratory" for the purpose of educating each other on a number of crucial issues and attitudes. Often, the attitudes of each toward the other involve long histories of distrust.

The result of the dialogue and face-to-face interchange in this structured setting--during which, by design, solutions are not actively sought, although mythologies do tend to disappear--is the recognition of some critical understandings. These are: the two parties are, indeed, in a "family" relationship; each needs the other to solve the conflict; and feelings of trust, loyalty and support have been visibly generated.

After the "Communications Laboratory," small committees comprised of members of each side develop the provisions of the contract, or come as close as possible to agreement. At a reconvening of the total group of participants, the products of the various committees are molded into a unified whole. This set of unified provisions constitutes the basic material of the final document and is then polished by a Contract Writing Team, comprised, again, of members from both sides.

At no time in the Win/Win Contract Development Program is there forced participation on the part of either contending group or any of its individual members; participation is always voluntary and withdrawal possible.

4. Q. WHO DOES THE NEGOTIATING?

A. In this program, management and labor negotiate directly with each other. There is no mediator or "go-between." An equal number of members--not to exceed eleven for each side--are involved in the negotiation. One or two expert resource persons, the number is the same for both sides, are included in the teams.

The guidelines for the selection of the individuals involved in the negotiation, as well as the specification of all arrangements in the Program, are set forth in the Protocols of the Program. These Protocols are developed jointly by the presiding officers of each participating body and the Facilitator, as a primary step at the inception of the Program. Once agreement is reached by these three, the Protocols are submitted by each presiding officer to his or her group for approval.

5. Q. WHAT ARE THE FUNCTIONS OF THE FACILITATOR?

A. When the initiation of the program is being considered, the Facilitator meets with representatives of each side to share with them information concerning all aspects of the approach, the process and the procedures. As has been mentioned, with the two presiding officers, the Facilitator develops the governing Protocols.

All during the Program, the Facilitator serves much as the parliamentarian does, as the interpreter of the Protocols. In a dispute, the Facilitator does not decide which party is right or wrong. There is no right or wrong; there is merely process to reach agreement.

In the first and last analysis, the set of Protocols to which both parties have agreed is the governing entity.

6. Q. WHY ARE RESOURCE PERSONS PRESENT AS AIDES TO THE NEGOTIATING TEAMS?

A. Resource persons, who are professionals in the negotiations arena, are present as aides to the principals to supply data as needed, to provide background and historical information on items and issues under discussion and to bring a perspective based upon experience in other geographic areas.

7. Q. WHAT TIME PERIOD IS REQUIRED FOR COMPLETION OF THE GOLDABER WIN/WIN CONTRACT DEVELOPMENT PROGRAM?

A. Unlike the traditional bargaining approach, the sequence of the ten-phase Program--from inception to conclusion--is planned for the relatively short period of thirty days.

Essentially, it involves two weekends, sandwiching a three week period for committee meetings. All participants meet together during the weekend sessions. The first weekend--an educational dialogue--consists of a Friday evening, the day, Saturday, and Sunday morning. The second weekend--the "package"-creation accomplishment--involves a Saturday only.

In contrast to the traditional bargaining process, this compact arrangement is made possible by a unique design. Customarily, in bargaining, a multi-layered history of compounded distrust creates an impenetrable wall preventing the two parties from dialoguing openly and honestly with each other and dealing with the realities of their problems. The result is a long, drawn-out series of maneuvers and counter-maneuvers on the part of each adversary. In the Win/Win Program, trust is achieved first, made possible by the recognition of the interdependent existence in one "family," and then agreements are reached through a collaborative search, eliminating the need for protracted hostilities.

8. Q. WHERE HAS THE PROGRAM BEEN UTILIZED TO THIS DATE, (AUGUST 1984)?

A. The Program has been utilized in the following districts

* Wattsburg, PA
  School Board/Education Association
  (limited program)
  1980

* Greater Latrobe, PA
  School Board/Education Association
  1982

* Manitowoc, WI
  Handicapped Children Education Board/
  Education Association

(limited program)
1982

* Chichester, PA
School Board/Education Association
1983

* Diocese of Pittsburgh, PA
Schools Office/Teachers Association
1983

* Conneaut, PA
School Board/Education Association
1983

* Conneaut, PA
School Board/Administrators Association
(program creating Board policy)
1983

* Delaware County Community College, PA
College Board/Faculty Association
1984

* Riverside-Brookfield (HS District), IL
School Board/Education Association
1984

* Round Valley (Covelo), CA
School Board/Education Association
1984

* Alhambra, CA
School Board/Education Association
1984

* Pekin, IL
School Board/Education Association
1984

* Palos Hills, IL
School Board/Education Association
1984

* Wisconsin Rapids, WI
School Board/Education Association
1984

In addition, as of September 1984, the Program is scheduled for Wheeling, IL, San Mateo, CA and Urbandale, IA.

9. Q. ISN'T THERE AN ADVANTAGE TO PURSUE THE TRADITIONAL BARGAINING ROUTE AND SETTLE AT THE LAST MOMENT?

A. No. And there even may be a decided disadvantage not to pursue the Win/Win approach. With the Win/Win approach, each side will not achieve less, and might even obtain more, than is achieved through traditional bargaining. This is because, in essence, there are no real secrets in a "family." Six months before the termination of a contract, the data which pertain--as well as the data which will pertain six months later--are known to all.

Further, when both parties are collaborating to find answers, the chances are greater that they will find solutions to the advantage of both that would not be found in an antagonistic, hostile confrontation at the last moment.

10. Q. WHAT HAVE BEEN THE MOST SIGNIFICANT AFTER-EFFECTS OF PARTICIPATION IN THE PROGRAM?

A. Participants in previous Programs, as a rule, have reported satisfaction with the opportunity to engage in a structured, cooperative, non-destructive venture. Overwhelmingly, they report that the experience was not only productive, but enjoyable.

Perhaps the most invaluable outcome of this approach is the establishment between the two parties of a lasting, positive, cooperative relationship based upon trust.

DRAFT #4

GLENBARD'S WIN-WIN MODEL

Between

BOARD OF EDUCATION - GLENBARD TOWNSHIP HIGH SCHOOL DISTRICT 87

and the

GLENBARD EDUCATION ASSOCIATION

April - May, 1987

GLENBARD'S WIN-WIN MODEL

I. PURPOSE

The Glenbard Education Association and the Glenbard Board of Education desire to pursue a new negotiations model in an attempt to promote a less adversarial negotiations atmosphere and to arrive at a contract settlement prior to the end of the 1986-87 school term on June 12, 1987.

II. PARTICIPANTS

A. The participating groups in the GLENBARD WIN-WIN MODEL (Process) are the BOARD OF EDUCATION, GLENBARD TOWNSHIP HIGH SCHOOL DISTRICT 87 (District) and the GLENBARD EDUCATION ASSOCIATION (Association).

B. Each participating group consists of fourteen (14) members: the seven members of the Glenbard Township High School Board of Education; the nine members of the Glenbard Education Association negotiating team; the president, vice-president, secretary, and treasurer of the Glenbard Education Association; six members of the Glenbard administration; one resource person for the Glenbard Education Association; and one resource person for the Board of Education.

C. The Facilitator will be present at the Process Workshop Session, the Issues Session and the Closing Session. The Facilitator does not offer content input on any issue under deliberation. The Facilitator deals only with the arrangement, the interpretation of the Protocols and the group process. The Facilitator has the authority to recess the Session when, in the Facilitator's judgment, the situation warrants it.

D. Each participating group names its own members. Those designated are not subject to the approval of the other body.

E. Each participating group is to name its members by 5:00 p.m. on Wednesday, March 25, 1987, and so inform the other participating body.

III. PROCESS WORKSHOP SESSION

A. The purpose of this workshop is for the participants of the negotiations process to receive an introduction into group dynamics.

B. This workshop will be conducted during the week prior to the weekend which negotiation would begin.

C. The Process Workshop Session will be conducted by a Facilitator who has been mutually selected, and all members of the participating groups are expected to be present.

D. The meeting room for this session shall be mutually agreed upon by the President of the Board and the President of the Association. There shall be no smoking during this session.

IV. ISSUES SESSION

A. The participants in this session are the same individuals who participated in the Process Workshop Session. The Facilitator will act as moderator during the Issues Session.

B. The GOAL of the Issues Session is an open and free exchange of ideas, attitudes, and feelings about any and all issues and/or problems perceived by the Board and by the Association. In order to reach that goal, the Board and the Association will prepare questions for group discussion. During the Issues Session, participants will comment on the questions raised. Resource persons will not participate in this discussion.

C. At the beginning of the Issues Session, the Board and the Association will present their respective issues written on charts to the Facilitator who will post the charts on the wall. No additional issues may be introduced other than those stated in the Issues Session.

D. The Facilitator will lead discussion on the issues alternating between the Board's issues and the Association's issues.

E. The participating groups may, by common consent, move to a new topic of discussion. They may also agree to a time limit for the discussion of an issue or empower the Facilitator to move to a new issue when discussion falters.

F. During this session, participants do not have access to reference material or to computer facilities. They may, however, bring and use notes.

G. If, at any time, the number of participants on either side, the Board-administration or the Association, falls to seven or less, the session is temporarily recessed unless a majority of each participating group agrees to continue.

H. The Issues Session will start at 8 A.M. and will continue until all issues have been discussed. Every effort will be made to end the session the same day.

I. This Issues Session will proceed without caucuses.

J. There will be no smoking during the Issues Session. Participants may freely enter or leave the room at any time.

K. The meeting room for the Issues Session will be mutually agreed upon by the President of the Board and the President of the Association. Refreshments may be served during the Issues Session.

V. DISPOSITION SESSION

A. The purpose of this session is for a committee to dispose of the issues raised at the Issues Session into various categories.

B. The various categories are:

1. issues to be discussed at the table;

2. issues for administrative action which will not be discussed at the table, but a timeline for definite action will be set (If this timeline cannot be met, the Superintendent will provide a rationale to the Glenbard Education Association Executive Board.);

3. issues for joint administrative/association action which will not be discussed at the table, but a timeline for definite action will be set (If this timeline cannot be met, the Superintendent and Glenbard Education Association Executive Board will provide a rationale to the Glenbard Education Association membership.);

4. issues that were dropped or withdrawn.

NOTE: Any issue not assigned to a category will automatically be included in Category 1.

C. The disposition committee would consist of the chief negotiator, the president, and one at-large member of the Glenbard Education Association; and the Board president, the Assistant Superintendent for Personnel and one administrator.

D. The disposition committee would prepare a schedule of meetings and issues to be discussed for the remainder of the negotiations.

E. The meeting room and time for the Disposition Session will be mutually agreed upon by the participants in the session. The participants may not change during this session. No outside observers will be permitted during this session.

F. Caucuses may be permitted during the Disposition Session.

VI. WORKING SESSIONS

A. All participants and resource persons, except for the Facilitator, present at the Issues Session may participate in the Working Sessions.

B. Each side may use the services of other resource persons to advise on contract matters.

C. The Board and the Association will alternate in choosing a Moderator for each of the Working Sessions. The person so selected will facilitate discussion.

D. The GOAL of each Working Session is, through open discussion, to summarize previous discussion on the issue, to define the problem clearly, to explore possible solutions to that problem, and to seek to find a mutually satisfactory solution. The specific objective of each session is to arrive at agreement so that, at the end of the session, contract language can result. Any agreements reached at a given session will be prepared by the two resource persons working together and will be presented in contract language form at the beginning of the next Working Session.

E. Each side may call for caucuses during Working Sessions.

F. All issues that cannot be resolved in the preceding Working Sessions will come before the participants for final agreement during a Closing Session.

G. Special committees may be established to handle technical issues, such as finance, insurance, appendices, etc.

H. It is intended that the Moderators for the Working Sessions be the President of the Board and the President of the Association.

I. Participants in the Working Sessions are free to bring any resource material to the sessions.

J. Only the Moderators or their designees have the authority to TA items.

K. The meeting room for the Working Sessions will be mutually agreed upon by the Moderators.

L. There shall be no smoking during the Working Sessions.

VII. CLOSING SESSION

A. All participants and resource persons present at the Issues Session should participate in the Closing Session.

B. The Facilitator will present all issues which have been agreed upon. The Facilitator will also present those issues which were not resolved during the Working Sessions. All attempts to resolve these issues will be undertaken.

C. As a means to expedite the process, side bar sessions may be permitted during the Closing Session. Participants in side bar sessions will be named by the respective Moderator. The Facilitator may or may not be included in the side bar sessions.

D. Once agreement is reached on the remaining items, the session will be recessed while the two resource persons put the agreements into contract language. When the drafting is complete, the session will resume.

E. Each side may call for caucuses during the Closing Session.

F. At the end of the Closing Session, all issues will have been agreed upon and given enthusiastic endorsement by all participants.

G. The Process can only be terminated during the Closing Session if either or both of the Moderators inform the Facilitator of a desire to terminate.

VIII. GENERAL GUIDELINES

A. Only the Moderators will be the spokespersons to the media and all communication with the media will be in the form of joint releases or joint meetings.

B. The press will not be permitted to attend any session of the negotiations process.

C. No electronic recording, including video taping, will be permitted during any of the sessions.

D. The Moderator may, upon mutual consent, add any Protocols not included in this list.

E. All costs pertaining to the WIN-WIN Model will be shared equally by the Board and the Association.

F. All items agreed upon will be inserted in the Professional Agreement. The revised Professional Agreement will be reviewed by the Chief Negotiator and resource person for the Association and the Assistant Superintendent for Personnel and the resource person for the Board.

IX. TIMELINES

Proposed timelines are:

A. Workshop Session - Thursday, April 9
(6 P.M. - 10 P.M.)

B. Issues Session - Saturday, April 11
(8 A.M. - ?)

C. Disposition Session - Sunday, April 12
(Noon - 4 P.M.)

D. Working Sessions (As needed)

1. Tuesdays - April 14, 21, 28; May 5, 12
(6 P.M. - 10 P.M.)

2. Thursdays - April 16, 23, 30; May 7, 14
(6 P.M. - 10 P.M.)

3. Saturdays - April 25; May 2, 9
(8 A.M. - 5 P.M.)

E. Closing Session - Saturday, May 16
(8 A.M. - ?)

X. ACCEPTANCE OF MODEL

_____ Date _____
Barbara Smith, Board of Education, Glenbard Township High School District 87

_____ Date _____
Jackie DeFazio, Glenbard Education Association

_____ Date _____
Facilitator

APPENDIX B

Guidelines for Discussion

INTEGRATED NEGOTIATIONS CONCEPT (INC)

I. STATEMENT OF PURPOSE

II. PROCESS GUIDELINES

A. Participants

B. Facilitator Selection/Role

C. Process Workshop

1. Purpose
2. Timing/Length (2-4 hours)
3. Participants (Background)
4. Workshop Site

D. Communication Laboratory (Issues Identification)

1. Purpose
2. Timing/Length (1 day?)
3. Participants/Roles
   a. Board-Teachers
   b. Resource Persons
4. Procedures/Process
5. Caucuses?
6. Laboratory Site?

E. Issue Disposition

1. Purpose
2. Definition of source of resolution
3. Participants
4. Caucuses?
5. Length of Session (2-4 hours)
6. Determination of Meeting Schedule/Issues Agenda

F. Negotiations Sessions

1. Process Description
2. Participants
3. Moderators?/Role
4. Caucuses
5. Outside resources (in addition to Attorney and Uniserv Rep.)
6. Length (2-3 hours?)

G. Closing Session (Wrap-up)

1. Purpose
2. Participants
3. Caucuses? Side Bars?
4. Length (1 day)
5. Role of Resource Persons
6. Role of Facilitator?

III. GENERAL GROUNDRULES

A. Media interaction

B. Meetings Open/Closed

C. Sharing of Costs

D. Items Ratified (to be included in BD-GEEA Agreement)

INTEGRATED NEGOTIATIONS CONCEPT (INC):

Process, Procedures, and Protocols

Board of Education
and
Glen Ellyn Education Association
School District No. 41
Glen Ellyn, Illinois

INTEGRATED NEGOTIATIONS CONCEPT (INC)

I. Statement of Purpose

The Glen Ellyn Education Association and the District No. 41 Board of Education aspire to arrive at a mutually agreeable resolution of contract terms and to enhance communication among the parties involved within an environment which is non-adversarial.

II. Process Outline

The negotiations process to be employed will include the following components:

A. Process Workshop Session
B. Communication Laboratory
C. Integrative Negotiations
D. Negotiations "Wrap-Up" Session

III. Facilitator Involvement

A group process facilitator, who has been mutually selected, will assist participants and guide group interaction during the Process Workshop Session, Communication Laboratory, and Negotiations "Wrap-Up" Session. The facilitator will deal with process issues that arise during inter-group communication, but will not be involved in resolution of negotiations content issues.

IV. Process Workshop Session

A. Purpose: To provide participants in the INC with knowledge and experience regarding group dynamics and communication processes appropriate for involvement in contract negotiations intended to be collaborative, integrative, and non-adversarial.

B. Participants: Each participating group will consist of up to ten (10) members. Participants representing the Board of Education will include the seven (7) members of the District No. 41 Board of Education, their legal counsel, the Superintendent of Schools, and the Assistant Superintendent for Business and Finance. Glen Ellyn Education Association participants will include the negotiating team, their IEA UniServe resource person, and other GEEA representatives.

C. Site: A neutral location, that is mutually agreed upon, will be selected for the conduct of this session.

D. Date/Time: The Workshop Session will occur on Friday, March 20, 1987 between the hours of 5:00 p.m. and 10:00 p.m. unless altered by participants after consultation with the process Facilitator.

V. Communication Laboratory

A. Purposes: To openly exchange information and present points of view

regarding the issues each group feels should be introduced as topics of discussion and/or negotiation, and to seek mutual understanding of the matters addressed.

B. Participants: The participants shall be those individuals defined in Section IV.B.; however, the Board's legal counsel and the IEA UniServe representative will be involved as observers only, unless called upon for clarification of issues presented.

C. Procedures:

1. At the beginning of the Communications Laboratory, the Board and the Association will prepare their respective issues on sheets of newsprint and present them to the Facilitator for posting around the meeting room. All issues which participants wish to be considered must be presented at the time of the Lab. Groups will be restricted from introducing new content after the close of this session.

2. The Facilitator will guide discussion upon each issue, alternating between the Board and the Association. The Facilitator will suggest additional interaction guidelines to be employed.

3. Caucuses will not be permitted.

D. Issues Disposition: Prior to adjournment of the Communications Lab participants will arrive at consensus relative to the disposition of issues presented. A determination will be made as to those matters which will be subjected to the negotiation process; those to be referred to a representative task force; those matters to be referred to the administration for study and/or action; those matters to be referred to GEEA for study and/or action; and those matters to be dropped or withdrawn.

E. Site: The same site as that selected for the Process Workshop will be utilized for this session.

F. Dates/Time: The Lab will be conducted on Saturday, March 21, 1987 from 9:00 a.m. until that time agreed for adjournment by the Facilitator and participants, and, if necessary, on Sunday, March 22, 1987, from 1:00 p.m. until Lab processes are completed.

VI. Negotiations Sessions

A. Participants: Participants representing the Board of Education will include two (2) Board members, the Board's legal counsel, the Superintendent of Schools, and the Assistant Superintendent for Business and Finance. Glen Ellyn Education Association participants will include their negotiating team and the IEA UniServe Representative. Sessions will be closed to all other individuals except those who participated in Workshop and Laboratory processes. Workshop and Laboratory participants may attend sessions as observers of the negotiation process.

B. Preparation of session minutes: A secretary will be provided for the purpose of recording session outcomes. Minutes will be shared with all participants and with those who were involved in Workshop and Lab Processes. Minutes are confidential and shall not be distributed beyond these individuals.

C. Process Description: Participants will openly discuss issues for negotiation and seek agreement through an integrative problem-solving process. A multiple spokesperson format will be employed, and although caucuses will be permitted, utilization of this procedure, on a frequent basis, will be discouraged.

It will be the goal of each session to arrive at agreement on those matters scheduled for discussion. Tentative contract language will be prepared by legal counsel and the Association's IEA representative following agreement on specific matters and will be presented to participants at the start of the next negotiations session.

At the beginning of each session, minutes of the preceding session will be reviewed for accuracy.

D. Moderators: Each group will designate an individual who will serve as moderators for negotiating sessions. The role of the moderators will be to coordinate the scheduling of sessions, assist participants in determining session agendas, and serve as the individuals empowered to initial matters upon which tentative agreement is reached.

E. Outside Resources: In addition to legal counsel and the IEA UniServe representative, resource persons on specific subjects may be invited to negotiation sessions by mutual consent of the participants.

F. Length of Sessions: Negotiations sessions will be conducted within a two (2) hour time frame and will not be extended beyond that limit unless by mutual consent of participants.

G. Site: The meeting room to be employed for negotiation sessions will be mutually agreed upon by participants.

VII. Negotiations "Wrap-Up" Session

A. Purpose: To summarize tentative agreements reached during negotiation sessions and to reach agreement upon those issues which have not been previously resolved.

B. Participants: "Wrap-Up" Session participants will include all those individuals involved in Workshop and Laboratory processes.

C. Process Description: The Facilitator will assist participants with articulation of their respective positions regarding unresolved issues and will attempt to create an atmosphere for communication which will be conducive to problem-solving and concensus decision-making. Caucuses will be permitted during this session. When agreement is reached, legal counsel and the Association's IEA

UniServe representative will draft required contract language.

D. Site: A neutral location that is mutually acceptable will be selected for the conduct of this session.

E. Date/Time: The "Wrap-Up" session will occur on Saturday, May 2, 1987. This session will begin at 9:00 a.m. and will continue until agreement between the parties is reached.

VIII. General Guidelines

A. Media Information: During these negotiations, communication with the media regarding the progress of negotiations will be jointly released.

B. Protocol Modification: Revision of or additions to the protocols delineated herein may occur upon mutual consent of participants.

C. Meeting Access: All sessions pertaining to implementation of the INC will be closed to the media, the general public, and all other individuals not included in Workshop and Lab processes.

D. Sharing of Costs: All costs pertaining to the implementation of the Integrated Negotiations Concept (INC), except those incurred by the Board or Association as a result of their decision to employ resource persons, will be shared equally by the Board and the Association.

E. Contract Development: All agreements ratified by the District No. 41 Board of Education and the Glen Ellyn Education Association will become a part of the contractual agreement which exists between the two parties.

GLEN ELLYN PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 41
GLEN ELLYN, ILLINOIS

Negotiations Process Facilitator Interview Guide

Facilitator Name: _____ Date: _____

The following is provided as a guideline for our interaction and as a means of standardizing the input received through the interview process. Additional areas of inquiry may be explored as desired by interview participants.

I. A copy of the description of the negotiations process we intend to implement has been provided to you and our intentions briefly reviewed in our telephone conversation. Given this background information, can you share with us <u>why</u> you are interested in serving as our facilitator?

II. Given the knowledge that we desire a training experience regarding group dynamics and communication processes which will prepare participants for integrative negotiations, how would you suggest the Process Workshop Session be structured in order that we achieve this outcome?

III. It is our intention that the Communication Laboratory result in open discussion of group issues. How would you suggest that this process be structured and what guidelines would you suggest?

IV. Describe those past experiences which you have had which you feel are similar to the expectations we have for our Integrated Negotiations Concept and describe those events in the process which caused you to feel that there were either "break-throughs" or "break-downs" in the group's ability to reach agreement.

V. Describe the methods you would employ to help our groups come to agreement on unresolved issues during the Negotiations "Wrap-Up" Session.....If groups would begin to become polarized, how would you intervene?

VI. How do you see your skills enhancing our having a successful experience and why do you feel you should be chosen as our facilitator?

VII. Please review and describe your fee structure (i.e. daily rate, expense reimbursement, etc.)

VIII. If we were to contact previous clients, what would they say to us about you and the services you performed?

IX. Additional Questions from Participants

SUMMARY OF MARCH 12 MEETING ON INTEGRATED NEGOTIATIONS CONCEPT WITH REPRESENTATIVES OF GLEN ELLYN EDUCATION ASSOCIATION, SCHOOL DISTRICT 41 BOARD OF EDUCATION AND SUPERINTENDENT OF SCHOOLS

This summary, prepared from the facilitator's notes, supplements the underlying Process, Procedures and Protocols statement approved earlier by the parties to the Integrated Negotiations Concept.

Friday March 20 Session

4:30 p.m. Buffet supper at workshop site

5:15 p.m. Begin workshop

10:00 p.m. or earlier. Conclude Workshop

The Process Workshop Session will provide opportunities for participants to:

1. Get to know each other better and build trust;

2. Briefly explore the nature of conflict, the ways we tend to respond to it and why;

3. Identify, discuss and practice skills and techniques of collaborative (joint problem solving) negotiations;

4. Identify and practice productive negotiating behaviors and identify unproductive ones;

5. Have some fun exploring new behaviors in a friendly non-threatening environment;

The process workshop will involve the active participation of the participants and will include mini-lecture, discussion, a written instrument, simulations, group discussions, small-group activity and handouts.

Saturday March 21, Session

Prior to the session the parties will list their issues, by subject, in large print, on newsprint; one or two issues will be listed on each sheet. The parties also will have a printed or typewritten list of their issues in sufficient quantity to distribute a copy to each participant. The typewritten list may include subcategories of issues that do not fit on the newsprint.

8:00 a.m. Two representatives of each party will meet with the facilitator to exchange and post lists.

9:00 a.m. The session will take place at tables arranged in a circle or oval. Participants will be asked to sit next to a member of the other party.

One party, to be determined, will open the session by offering for discussion one issue from its own list. Upon completion of the opening presentation by that party, the other party will have an opportunity to ask clarifying questions and continue the discussion on that issue. When the exchange is completed, the parties will jointly determine the future handling of that issue in accordance with the Issues Disposition section of the protocol. The other party will then select an issue for discussion from its list and the process will continue until all issues have been disposed of.

In the interest of productivity and efficiency, the parties may jointly decide to suspend consideration of an issue and postpone further discussion until later in the session. Either party may, at its discretion, remove an issue from its list.

While discussion of some issues may lead to a statement of positions and even a modification of positions, it is not the purpose of this session to negotiate issues or attempt to bring them to resolution. Other forums have been designated in the protocol for that process.

The board's attorney and union's representative are serving as resource persons and their participation will be limited to that role.

To encourage openness and candor, the discussions are confidential; what is said in the room, stays in the room. Parties may be speaking for themselves or for their group.

Each party will maintain a record of the disposition of each issue. Disposition also will be noted on the newsprint list. At conclusion of the session, each issue and its disposition will be reviewed.

Fifteen-minute breaks will be taken at approximately 10:15 a.m. and 2:15 p.m. A 45-minute break for lunch will start at about 11:30 a.m. Lunch will be served in the atrium adjacent to the meeting room. Saturday's session is scheduled to end at 5:00 p.m., except that it may be extended until 6:00 p.m. if there is consensus that important progress may occur during that hour. If a subsequent and final session is needed, it will begin at 1:00 p.m. Sunday, March 22 and continue until all business is completed.

Protocols for the May 2 Negotiations Wrap-Up Session will be reviewed for possible changes or additions sometime after March 22.

APPENDIX C

Negotiations in to be played to new tune

by KATHLEEN SHUMANN
News Correspondent

Glen Ellyn Dist. 41 is preparing for its biennial dance to the negotiating table, but this time, according to all partners, who are being very careful not to step on each other's toes, the music will be different. In a move to eliminate, or at least tone down, the adversarial atmosphere of what can sometimes be a highly charged confrontation, the District has declared that the tune this year will be 'Integrated Negotiations Concept,' a homegrown plan loosely based on Irving Goldaber's 'Win-Win' negotiating process. This time the emphasis is on contract through collaboration rather than confrontation.

Like Goldaber's model, two teams will work together to listen to each other's positions, understand what each is saying, and work in tandem to piece together a contract each can feel benefits all involved, within a set and limited space of time. Also as in the Goldaber model, there will be the assistance of a 'facilitator' at both the opening and closing sessions, hired expressly for the purpose of helping the participants to hear each other.

But there are differences. "It differs several ways," says Superintendent Art Jones. "We are holding a process workshop (with the facilitator leading) that will involve the larger number of participants in some experience that will help them to deal with communication skills, with group problem solving, with integrative decision making, collaborative decision making, how people interact, how their behavior contributes to positive or negative outcomes." The Goldaber model does not involve this kind of workshop.

In addition to that, this larger group will not work through the entire negotiating period, but will act more or less as a kind of advisory board to a smaller group chosen from within its ranks. This smaller team then will do all the negotiating. Glen Ellyn has also extended Goldaber's 30-day timetable to what it feels is a more workable 45 days.

If all goes as planned, Glen Ellyn teachers should have a tentative agreement for their consideration by early May, considerably earlier than in past years when negotiations tended to "dribble through the entire summer and then get down to the really difficult things to resolve at the ninth hour," according to Joan Eliot, president of the Glen Ellyn Education Association. Both sides feel this compacted, more intense schedule is a plus. "Teachers leave for the summer knowing what to expect when they get back...and from management perspective, it gives us, early on, very reliable information which we can use in budgeting purposes." added Art Jones.

But the chief benefit of this method is the goodwill all involved expect it, if not to generate, at least to maintain. Says Eliot, "Since the various elements of community, Board, faculty, administration, have more or less collaboratively developed so many of the things that go on in education, to us this was a

(Continued on next page)

(Continued from front page)

natural extension.

"We've been able to do so many of these things quite well, why not extend it this one further step...into the bargaining negotiating process?"

And do the teachers agree that they'll do better at contract time as friends rather than adversaries? Or is there some lingering doubt that if they leave the administration happy, have they really gotten the best of their bargain. "Yes, that thought can occur; but everyone is willing to take a chance, to really see. We're open to this, to trying something new," states Eliot. Adds Jones, "I think the fact that we are doing this speaks very highly of our teachers and their professionalism. Their desire to behave in the contract negotiations as they do in the conduct of their daily lives."

In the spirit of this rather careful, respectful togetherness, neither Jones nor Eliot was willing to comment on what each would bring up for negotiation. "The best we could say is that we will be talking about salaries, we will be talking about benefits, we will be talking about working conditions...But to be more specific would have a negative impact upon what we want to accomplish," said Jones.

Joy Talsma, president of the Board, is also optimistic about the new concept. "Everybody's given their best thought to making it as good as it can be...I'm looking forward to it being a positive experience in terms of having an opportunity to work collaboratively with our teachers *for a contract and for what's good* for the district."

Glen Ellyn News
February 4, 1987

School Board candidates sought in 41

Teacher negotiations off to good start

MARCH 25, 1987

by KATHLEEN SHUMAN
News Correspondent

The Citizen's Board of Education Nominating Committee for Dist. 41 held its first meeting Thursday night, setting the stage for next November's election of School Board members. The Nominating Committee is set up by the Dist. 41 PTA Council in order "to select and place on the ballot all qualified candidates for vacancies on the Board of Education of School Dist. 41."

Committee Chairman Barbara Metzger explained it in these terms, "Basically, we want to do the homework for the community. Our purpose is two-fold. We want to make sure the people we nominate meet the basic legal requirements for running for the School Board, and we want to help those qualified people through the candidacy process."

The Committee is composed of seven representatives from each of the five school zones in the district with one representative and one alternate from the Council itself. During the next month, zone members will be actively seeking candidates to fill the three vacancies coming up on the Board this year.

The legal requirements are fairly simple. A candidate must be 18 years of age, a citizen, a resident of the district for at least one year preceeding the election, a registered voter, and willing to serve without compensation. According to Metzger, the Committee would also like its candidates to be able "to look at the district as a whole and be willing to work for the good of all students," rather than people who are concerned with only one particular issue or school.

Metzger emphasized that the committee is a non-partisan endeavor, and that there is no set number of candidates to be approved. All qualified candidates should be accepted. She stressed that she doesn't want any aura of clubbiness attached to the proceedings.

Anyone who might be interested in running for the Board of Education or who knows someone he or she feels would be a good candidate should contact either the Chairman of the Committee, Barbara Metzger, 858-1726; or any of the five zone chairmen: Jean Lindsey, 469-0454, Hadley; Robert Newman, 858-0806, Abraham Lincoln; Jean Williams, 858-5081, Churchill; Donna Spandikow, 469-5451, Forest Glen; Geoff Novelli, 858-3091, Ben Franklin; Marcia Palmreuter, 858-0115, PTA Council.

Although Committee approval is a distinct advantage for anyone interested in running for the Board of Education, it is not necessary. Candidates who do not wish to go through the Nominating Committee may call the Board of Education offices to learn the requirements for running for Board positions.

In other District news, this was the initial weekend for the Integrated Negotiations concept, the new contract negotiating method agreed upon this year by all parties within the district. Meeting times had been scheduled for Friday, Saturday and Sunday, but apparently matters went smoothly enough that the Sunday time period was not needed.

Although both sides have agreed that during this process any announcements would be by joint news release, both Superintendent Art Jones and Glen Ellyn Association President Joan Eliot were willing to say that they felt the weekend had been a positive experience for all involved. Eliot explained that the participants were "not looking for solutions, but rather the best way to proceed from here." Said Jones, "We feel we met the objectives we set for the weekend." If all goes as planned, Glen Ellyn teachers should see a tentative agreement in May.

Glen Ellyn News
March 25, 1987

The Glen Ellyn News

AND THE GLEN ELLYAN

VOL. LXXXIII NO. 15 | GLEN ELLYN, ILLINOIS | MAY 20, 1987 | THIS NEWSPAPER CONSISTS OF THREE SECTIONS | PRICE 50 CENTS

District 41 adopts new teacher contract

by KATHLEEN SHUMAN
News Correspondent

Dist 41 School Board members voted Monday night to accept a new two-year teacher contract. The contract, worked out under the new Integrated Negotiations Concept plan, has already been accepted by the Glen Ellyn Education Association. According to the agreement, the base salary will be increased 6.4% to $19,900 in the first year, and 5.0% in the second. there will also be some increased medical and life insurance benefits for teachers. For the Administration, there will be a limitation on early retirements and cost containment measures in the area of insurance.

However, all participants seemed most pleased by the fact that the method used to reach agreement worked so well. Speaking of the Integrated Negotiations Concept, Superintendent Art Jones said, "I think everyone involved needs to congratulate himself. It couldn't have happened without the participation of everyone - staff, administration and Board." Said Genie Ramsey, who headed Board representation at the negotiations, "I feel it was a very positive experience, a learning experience for both sides. It's the first time in many years we've had (negotiations) accomplished before the end of the school year." Joan Elliot, president of GEEA, commented that the teachers were very pleased and very happy with the process, and Joy Talsma, Board President, said that "The big plus is not so much that it's done, but the manner in which it's been done."

In other action items, the Board moved to adopt a job evaluation system for classified employees, and approved applications for Life Safety Extension of Time to cover work done this summer on school buildings.

Members also discussed changes in Board Policy Sections II and III, which Talsma characterized as "housekeeping," mainly just changes in language and grammar resulting from an IASB review.

Dr. Jones and Assistant Superintendent Jim Aellig presented Board members with a preliminary budget for 1987-88, and recommended a special meeting be scheduled to review the proposed budget in depth, which the Board agreed to hold June 8 at 7:30 p.m. at the Administration Center.

Communications Lab Issues -- Teachers

1 Since teachers are encouraged to grow professionally year round on their own time and at their own expense, shouldn't they be allowed mid-year movement on the salary schedule?

2 To facilitate professional growth and participation, shouldn't each teacher receive $50 annually to apply towards professional organization membership or journals?

3 Shouldn't a person's teaching skills in summer be compensated at a rate equal to the compensation paid during the regular school year?

4 Shouldn't teachers with Master's degrees who have devoted their professional careers to District #41 be rewarded with a monetary bonus at years 20, 25, 30 instead of being frozen?

5 Why isn't the placement on the salary schedule for newly hired teachers' experience applied uniformly throughout the District?

6 In order for teachers to meet individual classroom needs, shouldn't the $15 be raised to a more reasonable $50?

7 Since the Board pays a portion of some professional employees' retirement, shouldn't this standard be applied universally for all professional employees?

8 Shouldn't the Board make a commitment to make our salaries equitable with District #87?

9 Shouldn't teachers who are required to travel between buildings be compensated for providing their own transportation?

10 Since the cost of professional growth can no longer be deducted from income taxes, and is a factor in teacher evaluation, shouldn't the district provide a stipend to encourage teachers to continue their professional growth at accredited institutions?

11 Wouldn't it be more educationally sound to figure class size ratios at each grade level rather than at the primary, intermediate and jr. high levels?	
12 Shouldn't a consistant procedure for handling parental complaints against teachers be devised?	
13 Shouldn't all decisions about program changes be discussed with the professional staff in time to allow for input before final decisions are made?	
14 Don't teachers deserve uninterrupted planning periods during the school day each day?	
15 Shouldn't clerical aides be supplied to those teachers with excessive paperwork demands?	
16 Shouldn't separate lounge facilities be established for smokers and non-smokers?	

17 Couldn't some system of committee assignment be devised?

18 Due to scheduling conflicts of professional duties, shouldn't the frequency and length of building meetings be regulated and reasonable?

19 Shouldn't District #41 provide improved personal facilities, in the form of increased staff washrooms, refrigerated drinking fountains in all buildings, and general improved lounge facilities?

20 Shouldn't teachers be supplied with desks or drawers capable of being locked?

21 Shouldn't referral hall duty at the junior high be a paid position?

22 Shouldn't the Safety Patrol Position, when taken by a teacher, be a paid position?

23 Shouldn't all professional educators have access to a phone they can use in privacy?

24 Since other professions are entrusted with determining the necessary time needed to fulfill their professional obligations, shouldn't teachers have the same right (beyond the regularly scheduled student school day)?

25 Shouldn't the district promote a management style that would create a positive, supportive and humane teaching environment?

26 Shouldn't there be a policy involving teachers' input on involuntary movement of certificated personnel?

27 Shouldn't we clarify the meaning of Article VI - Reduction in Force, in the present contract?

28 Wouldn't it be a positive and supportive gesture for the district to provide retirement counseling to the retiree - early or otherwise?

29 Since group term life insurance is less costly than other types, wouldn't it be a very inexpensive reward for the district to give the retiring teacher $50,000 of life insurance until age 65?

30 Wouldn't it benefit the district to encourage early retirement by paying the retirees medical insurance to age 65?

31 Wouldn't it benefit the district's budget to pay 100% of the Teachers Retirement payment for teachers eligible for early retirement and therefore allow the hiring of teachers lower on the salary schedule?

32 Can the following modifications be made to contract section 7.7?

-Eliminate the last sentence that begins, "A refusal to grant such leave will not be subject to challenge through the grievance procedure."

33 Could the following modifications of the contract section 7.6, Maternal Leave, be made:

-that it be retitled: Maternity and Parental Leave, thus identifying male faculty as being eligible for this provision.

-that its purpose, thereby,be for "child care" rather than "child-bearing".

-that length of maternity leave be extended.

34 Can each teacher receive notification of total sick days and personal leave days available to him/her at the start of each school year?

35 Don't you think teachers should help pay costs required to represent them?

36 Don't you think that new teachers should be formally advised of district procedures, policies, committee system, fringe benefits, annuities, etc?

39 Why couldn't all personal leave requests before/after holidays be granted without qualification?

40 Shouldn't the Board's expectations of staff responsibilities and working conditions be defined in writing for off-site residential programs. for purposes of clarity?

41 Wouldn't it seem that the district would want to provide dignity and privacy for its employees and let them file insurance claims directly with the company?

42 Don't you think employees work more productively for a supervisor they have helped to select?

43 Since medical insurance costs continue to rise, wouldn't it be advantageous for the district to consider other companies and the option of an HMO plan?

44 Would it be feasible to consider a "cafeteria plan" for those insurance plans (dental, eye-glasses, etc) that are a continued concern and need for employees?

45 Wouldn't it be inexpensive and beneficial for the district to provide $60,000 of term life insurance for each employee?

46 With all of the annuity plans available wouldn't it be an inexpensive service to offer more options to employees if a given nember of people apply?

47 Public law 94-142 has placed such tremendous demands on special education teachers' time for clerical responsibilities. wouldn't it provide more time for kids and save money if record keeping was computerized or given clerical help?

48 If it becomes necessary for a class size to exceed recommended number for safety and adequate

individual instruction, then shouldn't an instructional aide and clerical aide be provided?

49 Since insurance continues to be an issue, and since it is already addressed in our contract, wouldn't it be advisable to follow those guidelines and have an on-going insurance committee?

50 In order to allow for more consistent instruction, shouldn't institute days be scheduled in conjuction with weekends?

51 If special services and special programs (TAG Integrated Arts) are to be provided, then shouldn't adequate teaching space for these programs be provided?

52 Since the teachers and the administration have worked so closely in developing the evaluation procedure, don't you think it should be included in the contract?

53 In order to provide optimum education for children, shouldn't lower class ratios be a primary consideration for split classes, special education classes, and special services personnel?

54. Why not put the job-sharing policy in the contract, since it describes a working condition?

55. Could each Monday before report card issuance be designated as a one-half records day?

56 Since insurance policies are often difficult to interpret and understand, shouldn't the district provide a yearly seminar or in-service on the policy, its coverage, etc.?

57 Since the majority of the teachers in District #41 have dedicated many years of service, wouldn't it seem supportive for the Board to pay 100% of the medical insurance costs?

58 What is your rationale for denying requests for additional special services personnel?	
59 Since it's been stated that CAPS does not deal with "building issues", what is the proper procedure to follow with unresolved building concerns?	
60 Why doesn't the district offer a wellness stipend for the unused sick-leave days a retiree has accumulated?	

Communications Lab Issues --
Administration / Board

CONFIDENTIAL

GLEN ELLYN PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 41
GLEN ELLYN, ILLINOIS

Statement of Negotiation Interests

I. FINANCE/COST CONTAINMENT

Objectives:

A. To provide an overview of district finances and to increase awareness of budgeting processes.

Presenters: Dave Studebaker and Jim Aellig

B. To contain cost of medical insurance

Presenter: Russ Killion

C. To contain cost of early retirement by limiting the number of requests to be granted on an annual basis.

Presenter: Cynthia Woods

II. PROFESSIONALISM

Objectives:

A. To maintain, improve, and enhance public perception of teachers as professionals.

Presenter: Art Jones

1. To pursue means whereby teacher discretion regarding the use of personal days might be assured.

Presenter: Genie Ramsey

2. To explore means whereby teacher responsiveness to parent requests for evening conferences might be assured.

   Presenter: Carolyn Strayer

3. To pursue means whereby teacher discretion might be employed regarding out of school use of planning/ free time during school hours.

   Presenter: Dean Clark

III. CONTRACT TERM/LANGUAGE

Objectives

A. To reach agreement upon a multi-year contract

   Presenter: Joy Talsma

B. To clarify definition of "certificated employee" as used in Article V. Paragraphs 5.1A, 5.1B and 5.1C

   Presenter: Dave Studebaker

C. To clarify Article VI language pertaining to Reduction in Teachers

   Presenter: Art Jones

Disposition of Issues

MATTERS FOR NEGOTIATION

Mid-year Movement on Schedule - Non-degree (#1)
Summer School Pay at School Year Rate #3)
Bonus for MA teachers at 20, 25, and 30 years (#4)
Teacher Supply Reimbursement at $15 to $50 (#6)
Board Contribution to TRS (#7)
Salary Equity with No. 87 [Phase-in] (#8)
Supplemental Pay - Referral Hall - Safety Patrol (#21 and 22)

Professional Membership/Journal $50/Teacher (#2)
Insurance Cost Containment
Board pay 100% Insurance Costs (#57)
Payment of Medical Insurance to Age 65 (#30)
Cafeteria Plan for dental/eye glasses et.al (#44)
Term Life $60,000/employee (#45)
Term Life for Retirees to Age 65 (#29)
Board pay 100% of Teacher Contribution - Early Retirement (#31)
Tuition Reimbursement (#10)
Payment for Unused Sick Leave at Retirement (#60)

Changes to Section 7.6 (#33) - Maternal Leave to Parental Leave
Child bearing to Child care
Extension of length
Evaluation procedure included in contract (#52)
Personal leave before/after holidys (#39)
Limitation of Access to Early Retirement
Multi-Year Contract
Article V: Definition of "Certificated Employee (5.1A-C)
Clarification of Article VI Reduction in Teachers
Drop last Sentence re: Refusal to Grant...[Appeal] (#32)

Job Sharing Policy to Contract (#54)
Procedures re: Involuntary Transfer (#26)
Fair Share (#35)

Disposition of Issues

MATTERS FOR ADMINISTRATIVE ACTION/RESPONSE

- Notification of sick days and personal days with first paycheck: J. Aellig
- Locked teacher desks as replaced: J. Aellig
- Examination of feasibility - smoking and non-smoking lounge, and improved personal facilities (#16 and 19)
- Scheduling of Institute Days with weekends (#50)
- Filing of insurance claims by individual: J. Aellig (#41)
- Concern re: Management Style - Sensitivity/Support (#25: Specific principal - A. Jones
- Staff Consultation - Program Change Hadley (#13): A. Jones
- Clerical Assistance - Paperwork (L.A. - Hadley and elem.) #15
- Length, scheduling and frequency of building meetings (#18) [General and Specific School]
- Monitoring of Teacher Hours at Specific School: A. Jones
- One-half day records day prior to report cards (Calendar Issue)

Disposition of Issues

MATTERS FOR STUDY BY REPRESENTATIVE TASK FORCE

- Enhancement of perception of teachers as professionals
- Teacher discretion re: Use of personal days (CAPS)
- Development of system for committee assignment (#17)
- New teacher orientation to include explanation of insurance policy (#36 and 56)
- Planning/Study re: Scheduling of evening conferences
- Insurance Study HMO/Cost Containment (#43)
- Development of Job Description for Grade 5 teachers at Arboretum (#40)

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