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**EMPLOYER/TEACHER RELATIONS IN PUBLIC SCHOOLS: AN ANALYSIS OF
THE RELATIONSHIP BETWEEN THE EMPLOYER AND TEACHERS AT BOTH
THE INDIVIDUAL AND ORGANIZATIONAL LEVEL**

By

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ABSTRACT

EMPLOYER/TEACHER RELATIONS IN PUBLIC SCHOOLS: AN ANALYSIS OF THE RELATIONSHIP BETWEEN THE EMPLOYER AND TEACHERS AT BOTH THE INDIVIDUAL AND ORGANIZATIONAL LEVEL

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Over the past 90 years, there have been many influences on the evolving relationship between teachers and their employer. This study focused on bringing the historical account of the employer/teacher relationship in public schools forward to the present by addressing the question, "What does the relationship between teachers and their employers look like in the year 2002?" Therefore, the purpose of this study was to explore and describe employer/teacher relations in today's public school setting. The relationship was analyzed at the building or individual level, as well as at the district or organizational level.

An adapted theoretical framework generated primarily by researchers in the labor and industrial relations field focused the process of data collection. As a qualitative study, this research incorporated the use of semi-structured interviews as the primary source of data collection. At the district level, separate interviews were conducted with the union president and the central office administrator with the primary responsibility for employee relations. At the building level, interviews were conducted with focus groups of teachers, as well as the building-level administrator. Other sources of data included the Master Agreements that establish the rules that govern behavior and interactions between the parties, and historical data reflecting grievances and letters of agreement.

The sample for this research included three public school districts, each of which was presented as a separate case study.

This research showed that the current employer/teacher relationship in three public school districts could be described as moving toward cooperative and contentious extremes. Further, this research demonstrated that the original model or framework adapted from the field of labor and industrial relations offered a useful lens through which to explore and describe the employer/teacher relationship in today's public schools. It assisted with analyzing the interaction system that defines or prescribes the behaviors of the parties as they engage in the ongoing relationship. The theoretical framework also promoted a more diversified analysis of the relationship beyond the bargaining table. However, after implementing the adapted theoretical framework, further adaptations to the model were suggested, making it even more applicable and relevant to the unique setting of public schools.

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CHAPTER I

BACKGROUND AND REVIEW OF LITERATURE

Introduction

The purpose of this study was to explore and describe employer/teacher relations in today's public schools. This relationship was analyzed at the building or individual level between the principal and the teachers, as well as at the district or organizational level between the board of education, represented by central office administration, and the teachers' union. Over the past 90 years, there have been many influences on the evolving relationship between teachers and their employer. The question to be addressed in this study is: What does the relationship look like in the year 2002?

As a point of comparison, I first give a historical perspective of employee/employer relations in the realm of industry, as well as a description of the current employer/employee industrial relationship. This allowed me to ask whether the evolution of the employer/employee relationship in industry is being duplicated in the public schools. In other words, has the employer/teacher relationship in education evolved into the same type of employer/employee relationship that exists in industry?

Purpose

Much has been written on the topic of employer/employee relations in the industrial world. However, little has been written on where employer/employee relations stand within the realm of public education. Risley (1967) offered significance to this issue when he stated, "The problem of the employee relationships in public schools is one that has implications, not only for the administrative structure of the schools and school operation, but also for the educational process itself" (p. 3). Therefore, the

purpose of this study was to explore and describe employer/teacher relations in today's public schools. The analysis of this employer/teacher relationship was carried out at two levels: (a) the building or individual level, between principals and teachers, and (b) the district or organizational level, between the board of education, represented by central office administration, and the teachers' union.

In this study I used a theoretical framework generated primarily by researchers in the labor and industrial relations field. This framework was then applied to the public school setting, as it relates to the relationship between district- and building-level administrators (representing the employer) and teachers and teachers' union leadership (representing the employee). Public employer/employee relationships can be, of course, equated in many aspects to private employer/employee relations, but they also have some unique concerns and aspects (Risley, 1967). This study will contribute to the existing knowledge of employer/employee relations by concentrating on aspects of employer/employee relations in the relatively unexplored area of public education.

Significance

Employer/teacher relations in the public school setting have implications not only for the operations of schools, but also for the community's perception of its school and for the educational process itself. It seems reasonable that the learning environment would quite naturally be influenced by the overall school environment created within the realm of employer/teacher relations. After all, it is exactly this environment in which the educational process is delivered. Obviously, employer/teacher relations within today's public school setting have an effect that reaches beyond the issue of employer/teacher interactions. However, the first step is understanding the existing employer/teacher relationship.

This study is unique because it will address the substantive gap between existing research on employer/teacher relations in public schools and how this relationship looks in the year 2002. From here, additional research could target the effect of today's employer/teacher relationship on various aspects of education. However, if the relationship has not been defined, it cannot be taken to the next level.

This study will also allow the researcher to check whether an industrial theory applies reasonably well to public schools. The study will challenge the model put forth by industry by looking at variations among districts, as well as variations within districts. In fact, this study will offer a model that has been tailored to the uniqueness of public schools, analyzing and defining the relationship, as well as categorizing existing relationships within the public school setting. As a result, the study may suggest an improvement in research methodology, allowing practitioners a better lens through which to define their existing employer/teacher relationship.

The components of such a lens may offer practitioners a guide to alter their existing relationship if it is problematic, or to sustain the existing relationship if it meets the parties' needs and expectations. This study will help leaders define the existing relationship between employer and teachers and identify target areas within the interaction system, allowing both parties to make conscious decisions with respect to maintaining or developing the existing relationship between the teachers and the employer.

Historical Overview

In an attempt to understand today's employer/employee relationship within the realm of public schools, it is important to gain a historical perspective. In the past, one influence on the employer/employee relationship within public schools has been the

system of management utilized in industrial labor relations. In other words, the evolution of the relationship between administration and the teachers within public schools has some parallels to the employer/employee relationship within the industrial setting. Another relevant factor influencing the administrator/teacher relationship is the evolution of the teachers' union. Gaining insights into the history of these two influences, industrial employer/employee relations and the evolution of the teachers' union, will serve as a contextual backdrop for this study. This study will explore and describe employer/employee relations within today's public school setting, focusing on the specific employer/employee relationship between the administration and the teachers.

Labor Industrial Relations: Its Early Influence in Education

The material achievements of industrial capitalism in the late 19th century were responsible for two developments that were to have a great effect on American society and education after 1900. One of these was the rise of business and industry to a position of prestige and influence. Subsequently, America became saturated with business-industrial values and practices. The other development in the early part of the 20th century was the industrial world's emphasis and focus on "efficiency." Callahan (1962) stated, "The business ideology was spread continuously into the blood-stream of American life. It was strengthened, not weakened, by the muckrakers as they extolled 'modern business methods' and 'efficiency' and connected these in the public mind with progress and reform" (p. 5). It was therefore natural for Americans, when they thought of reforming the schools, to apply business methods to achieve their goals.

America was preoccupied with the idea of efficiency and the elimination of waste. At the forefront of this efficiency movement, and propelled by industry's position of prestige, Frederick W. Taylor, a mechanical engineer for a steel company in

Pennsylvania, generated specific principles to guide management in its pursuit of efficiency. America was enchanted by Taylor's new idea, a system of industrial management known as "scientific management," which promised to deliver an efficient and productive workplace.

Scientific management was essentially a system for getting greater productivity from human labor. Taylor (1911) claimed that production was far below what it could have been and should have been. The reasons for this wasteful situation were faulty management and soldiering on the part of the workers. Therefore, Taylor sought to create a revolution among both the employees and management by defining clear guidelines for improving production efficiency. Robbins (1998) summarized Taylor's four principles of management:

1. Develop a science for each element of an individual's work. (Previously, workers used the "rule-of-thumb" method.)
2. Scientifically select and then train, teach and develop the worker. (Previously, workers chose their own work and trained themselves as best they could.)
3. Heartily cooperate with the workers so as to ensure that all work is done in accordance with the principles of the science that has been developed. (Previously, management and workers were in continual conflict.)
4. Divide work and responsibility almost equally between management and workers. Management takes over all work for which it is better suited than the workers. (Previously, almost all the work and the greater part of the responsibility were thrown upon the workers.) (pp. A3-4)

Taylor argued that following these principles would result in the prosperity of both management and workers. Workers would earn more pay, and management would earn more profits.

Taylor emphasized that the best management was based on a true science resting upon clearly defined laws, rules, and principles as a foundation. He stated, "Management assumes the burden of gathering together all the traditional knowledge which in the past has been possessed by the workmen and then of classifying, tabulating,

and reducing this knowledge to rules, laws, and formulae which are immensely helpful to the workmen in doing their daily work” (pp. 36-37). The essence of the approach was for management to assume an active role of analyzing, planning, and controlling the whole process in detail. In this system, the judgment of the individual worker was replaced by the laws, rules, and principles of the science of the job that were developed by the management.

One of Taylor’s principles of scientific management is to “heartily cooperate with workers so as to ensure that all work is done in accordance with the principles of the science that has been developed.” To Taylor, the cooperative role of management was the gathering of the traditional know-how of the workers and organizing it into the “one-best-way.” He then insisted that workers could be instructed and trained to work in accordance with the one best way of pursuing any industrial activity. For the workers, cooperation meant “to do what they were told to do promptly and without asking questions or making suggestions” (Nadworny, 1955). Nadworny stated, “The cooperative role of the management was therefore an active one, while that of the worker was of a passive kind. The worker merely had to obey the laws” (p. 9). Both the management and the workers had to obey these expectations or rules. The roles were not flexible for either the worker or management.

In Taylor’s *Principles of Scientific Management* (1911), he claimed, “These same principles can be applied with equal force to all social activities: to the management of our homes; the management of our farms; the management of the business of our tradesmen, large and small; of our churches, our philanthropic institutions, our universities and our governmental departments” (p. 9). Taylor also stated, “When these principles are correctly applied, results must follow which are truly astounding” (p. 7).

Because Taylor and his associates claimed that his principles could be applied to all institutions, the principles of scientific management were applied to many aspects of American life, including the educational system.

By 1910, the scale of operations in both business and education had produced large organizations. Therefore, it was reasonable and even “legitimate to expect the borrowing of ideas and techniques from one set of institutions to another” (Callahan, 1962). Callahan stated, “The sudden propulsion of scientific management into prominence and the subsequent saturation of American society with the idea of efficiency together with the attacks on education made it certain that public education would be influenced greatly” (p. 52). The publicity given to scientific management and the great claims made on its behalf intensified the public’s feeling that great waste existed everywhere, and at the same time offered a means of eliminating it. A new wave of criticism was directed against many institutions, especially those large enough to be suspected of managerial inefficiency and those supported by public taxation. The schools met both of these criteria.

The interpretation of scientific management and its effect on efficiency certainly provided a practical means for reducing education to financial terms. The scientific determination of educational value turned out to be a determination of dollar value. The administrator made decisions and these decisions were based on financial grounds, with the ultimate goal of reducing expenditures. The conclusion was a conscious effort to reduce costs by such means as (a) increasing the number of classes per teacher, (b) increasing class size, (c) reducing teachers’ salaries, and (d) reducing the number of total classes taught, thereby reducing the required number of teachers.

Scientific management greatly influenced the managerial styles of educational administrators. In 1910, the profession of school administration was in its formative stages. Callahan commented, “The situation was one of a ‘profession’ of school administration, vulnerable to the pressures of the community, and with no tradition behind it to counteract these strong pressures” (p. 245). With the combination of societal pressures for efficiency and the absence of a solid foundation for educational administrative practices, it is not surprising that school administrators sought to emulate the efficiency of business and use whatever methods had been used to attain it. Scientific management was in the forefront of these methods.

A major effort to apply scientific management to education centered on management of the worker or teacher in education. Franklin Bobbitt (1913) interpreted “management of the worker” in terms of public education. He claimed that if the organization is to be effective and efficient, the managerial tasks are always directive and supervisory. Therefore, management must clearly define the goals toward which the organization strives. The management must then coordinate the efforts of all employees in an attempt to attain those goals.

Furthermore, scientific management requires the administrator to find the methods or procedures that are most efficient for the task of teaching under actual conditions, and secure their use on the part of the teachers. It was also the administrators’ responsibility to keep teachers supplied with detailed instructions as to the materials and tools needed to perform the task of teaching. In other words, the judgment of the individual teacher was replaced by the laws, rules, and principles of the science of the job that was developed by the administration.

By 1930, there was a forceful opposition of educators, plus the partial disenchantment with business leadership that accompanied the Great Depression, which helped to reduce the extreme overemphasis on business and industrial management in educational administration. Colleges and universities began to emphasize educational administration as social policy, instead of business-related policies. However, as Callahan (1962) described it, “The damage had been done” (p. 249). Many individuals occupying administrative positions within the schools had been educated and influenced by the concept of scientific management. Therefore, the influence of this management style persisted.

Between 1915 and 1929, thousands of men had received professional training in the area of scientific management and had entered important educational positions all over the country. “In addition to the direct influence these men had upon their students and upon the school systems in which they worked, some of them wrote books through which the business managerial conception of administration was conveyed to a new generation of administrators” (Callahan, 1962, p. 250). As a result, there was a “great diffusion” of the practices promoted by the managerial style associated with scientific management, and the diffusion would have a long-lasting effect.

The developments in educational administration, which occurred in the age of efficiency, were still prominent in American education in the 1960s. Callahan (1962) stated, “The persistence of the patterns in education administration in the 60’s is partly a result of the diffusion of ideas and practices from the leaders in administration in the age of efficiency” (p. 255). In an interview, J. Borma (2000), a Uniserv director within the Michigan Education Association (MEA), illustrated this when he referred to the managerial style of administrators during the 1960s as a “benevolent dictatorship.”

Borma commented, “Administrators of that generation were used to making all the decisions and then delegating specific and detailed responsibilities to teachers.” In fact, he described one scenario in which the administrator was assigning building responsibilities, including who would be the union representative!

Even into the 1960s, the concept of scientific management had a significant influence in defining and explaining the relationship between administration and teachers. However, it was also in the 1960s when teachers’ organizations asked to be acknowledged as unions with the right to represent the teachers in the process of collective bargaining. The evolution of the teachers’ union would serve to redefine the relationship between teachers and administration.

Early Development of Teachers’ Unions: General Trends

For the first hundred years of public education, collective bargaining for teachers was nonexistent. Shanker (as cited in Cooper, 1992) stated, “This prohibition had its roots in the widespread belief that public employees were public servants, that teaching was a selfless, educated profession, and that the government was sovereign” (p. 277). Instead, public school teachers acquired employment protection through the various state civil service laws. During this time, the National Education Association (NEA) and the American Federation of Teachers (AFT) were professional organizations of teachers, rather than trade unions. However, it should be no surprise that, after years of low salaries, large class sizes, and no academic rights or control over the work environment, teachers began to look toward their organizations to represent them in the arena of collective bargaining.

Transforming teacher unionism in the United States was the New York City teachers’ collective bargaining election of 1961. The United Federation of Teachers

(UFT) was committed to gaining union recognition and collective bargaining rights for the city's teachers. Eventually, it was successful in establishing a union-representation election, and ultimately the right to represent the teachers in New York City. Also in 1961, the NEA first began to talk of "professional organizations," the "right . . . to participate in policies of common concern" and "professional sanctions" (Allen, as cited in Doherty, 1967). The NEA's stance evolved to the point where it advocated the concept of exclusive recognition and written agreements between teacher organizations and school boards.

In his 1964 *Phi Delta Kappan* editorial, Elan addressed the new role of union leadership and its effect on the profession. He stated that "the reduction in the number of schools brought forth a better kind of administrator" (p. 269). Elan claimed that, to counter this new type of administrator, the organization of teachers into power blocs was inevitable. He predicted that the power bloc would be headed by a new breed of teacher skilled in dealing with the new administrator. It was only through this organized strength that teachers could make the profession more attractive to young men and women of talent and energy.

Seldon (1964) stated, "Collective bargaining for teachers, born out of strife and protest, has in two short years become a new and challenging way of responsible professional life" (p. 286). In other words, teachers wanted to be defined and treated as professionals. Seldon claimed that part of the compensation of a professional is the satisfaction derived from participating in the teaching profession. The class size an individual teaches has a definitive effect on the amount of satisfaction he or she derives from practicing the profession. Therefore, a new role of the union was to demand class-size limitations, which was considered one step in promoting teaching as a profession.

The ability to establish class-size limits also had an influence on another area traditionally controlled by management. Because the budget is directly influenced by the factor of class size, the union had now entered the arena of budget making. Seldon (1964) commented, "In future negotiations and in their functioning and program, the teachers through their union must give consideration to matters once exclusively the concern of the Superintendent and Board of Education" (p. 287). Through the negotiation process, unions were now actively influencing decisions formerly made solely at the discretion of the board.

J. Borma (personal communication, 2000) described administration and board reaction to this new union influence as that of "a parent dealing with a defiant child." In other words, the administrator once held all of the control without question or debate. However, when the teachers began to exert their influence on matters once dictated by the board or administration, it resulted in frustration, anger, and a general unwillingness to share any power. The generation of administrators operating with wide discretion within their schools or districts opposed teacher involvement and the restrictions on their authority. The result was a more confrontational relationship.

Wildman (1964) discussed the evolving relationship between the union and the board. He acknowledged that the steadily increasing number of NEA affiliates in local communities resulted in "formalizing professional relationships of varying complexities with school boards" (p. 153). He recognized that the underlying conflict conditions in the teachers' work situation could give rise to a desire for power and control. This power and control could be in the form of demands for more material rewards, such as salaries and benefits; for more input on work rules; and for professional considerations in the areas of curriculum and methodology. Wildman's observations were accurate, and

changes in these areas have helped to define the relationship between the employer and the teachers.

The Evolution of the Teachers' Union in Michigan

In 1962, President John F. Kennedy issued Executive Order 10988 approving unionization for federal employees, which inspired many state governments to do the same for state employees. Even though Michigan public employees had a right to organize and bargain collectively as a result of the 1947 enactment of the Public Employment Relations Act (PERA, P.A. 336), it was not until the issuance of Executive Order 10988 that government employee unions began to grow in Michigan. In 1965, the passage of P.A. 379 eliminated the penalties for striking public employees, which fundamentally revised PERA. Even though the new amendments to PERA did not legalize strikes by government employees, they substantially weakened the ability of public employers to withstand the pressure from union-initiated work stoppages.

The newly revised PERA of 1965 served as a focal point for teacher union organizing. Michigan teachers soon became the first major employee group in the state to organize under the new statute, with the MEA as their bargaining representative. The MEA abandoned the image of a professional educator organization in favor of the trade union model already adopted by the AFT.

In 1966, the first full year after Michigan teachers began establishing bargaining units and taking steps to organize, nine school districts experienced their first teacher strikes. In June 1966, the teachers in Flint organized the most significant strike brought by a professional organization in Michigan. These organized teachers did not hesitate to call what they were doing a strike. The strike took place in the highly unionized community and put MEA on trial as to whether it would support a strike. It also proved

that teachers could exert power so that boards would take action to meet their demands (Dashiell, 1967). Dashiell claimed, "This strike created the impetus for boards to negotiate in good faith and reach reasonable agreements with local associations" (p. 25). The *Detroit Free Press* called it "The year the teachers went to war." Michigan was responsible for the most massive and impressive breakthrough in teacher bargaining anywhere in the country (Dashiell, 1967).

Lieberman (1964) claimed that the "outbreak of such strikes reflects the growing crisis in employee relations" (p. 238). He predicted that such a crisis would continue until "new approaches to school revenues and to the determination of condition" were developed. The Michigan Association of School Boards responded to such strikes by advising administrators and local boards to "direct their administrators not to recommend for employment those teachers who are on strike or whose districts have been placed under sanctions whether in Michigan or any other state" (Dashiell, 1967). In other words, a "blacklist" was generated of teachers who thought they had been forced to use their ultimate economic weapon. Teachers believed this practice was a form of intimidation. The drive for negotiated agreements was in a state of turmoil.

A number of school boards did not understand the new law requiring public employers to bargain with unions, or they showed a deliberate unwillingness to respect the law. In fact, several associations charged boards with unfair labor practices for their unwillingness to bargain in good faith. Many superintendents seemed more zealous in guarding their own prerogatives than in good-faith dealings with representatives from the teachers' organization. Other superintendents simply relayed board of education positions to the union, with the unfortunate outcome of making themselves a target for the teachers' ill will. As a reaction to such stances, the teachers employed their own

negotiators “who would become just as belligerent and aggressive as the boards” (Dashiehl, 1967). The general relationship between district officials and teachers was “adversarial.”

As the adversarial negotiations between boards and teachers continued, agreements were eventually obtained. By early 1967, 343 local teacher organization affiliates with the MEA had signed written, detailed agreements with their boards of education. As a result of unionism, teachers obtained recognition of rights of privacy, due process, equal protection, and just and honorable treatment. It was also through unionism and collective bargaining that teachers experienced increased salaries and significant increases in benefits. Between the 1960s and the 1990s, the MEA became the most powerful union in Michigan, and the NEA became the largest union in the country. The teacher unions continued to accumulate strength, utilizing their leverage in a public manner. As a result, during the 1990s the predominantly Republican legislature in Michigan countered with proposals to impose restrictions on union activity. This would serve as yet another influence on the relationship between teachers and administrators/boards.

Influence of Legislative Initiatives on Union Activity

During the 1990s, two factors would influence the actions of the legislature in Michigan. First, from 1965 to 1994, of the total number of strikes conducted by public employees, those by school district personnel accounted for approximately 76% (Michigan Negotiators Association, 1996). In fact, there had been a total of 686 strikes by **public** school employees. Second, another relevant factor was the inadequate means for **funding** Michigan schools. The amount of money allocated to districts on a per pupil **basis** often depended on the wealth of the community. In other words, the existing

process for funding schools was creating an environment of inequity. Furthermore, some Michigan districts were finding themselves in a financial dilemma, resulting in an inability to maintain existing operations. The new legislation (P.A. 145 of 1993 and P.A. 112 of 1994) addressing these two issues would have a definite effect on the power wielded by the teachers' union, and ultimately on teacher labor relations.

In June 1993, the Kalkaska School District ended its school year two months early, after voters had repeatedly rejected property tax increases. Because approximately 66% of public school funding was generated by local property taxes, Kalkaska voters' refusal to increase this local funding source resulted in the district's inability to fund its operations. This was only the second time in Michigan history that a school district did not keep its schools open for the 180 days required by the state (Vergari, 1994).

This event in Kalkaska raised two political issues: the existing method for funding schools and the power of the MEA/NEA. Keith Geiger, president of the NEA, came from Washington, D.C., to attend the Kalkaska schools' closing ceremony. Gieger (Hacker, 1993) contended that the school board and the administrators were not the problem, but rather the issue was "Michigan's archaic and inadequate system of school finance." Vergari (1994) claimed "the crisis in Kalkaska had been engineered to serve as 'a wake-up call' to Lansing" (p. 254). Led by the MEA, Michigan educators portrayed the closing of the Kalkaska schools as a signal that the state government needed to increase its financial support for public education (Boyd, Plank, & Sykes, 2000). It was a focusing event that caught the attention of policy makers and the public. Although the single early closing did not lead directly to a general policy response, Vergari stated, "the

event assisted change agents in ‘softening up’ the environment for school finance reform.”

According to Boyd et al. (2000), Michigan’s Governor Engler and his allies interpreted events differently. These politicians argued that Kalkaska illustrated the selfish and insatiable appetite of educators for additional funds. Furthermore, it was an illustration of the teachers’ refusal to consider measures to restrain costs or to put the interests of taxpayers or students ahead of their own. With respect to the power of the MEA/NEA, Gieger offered the following message to voters: “Never mind the nonsense about teaching as a public trust; pay up or we’ll shut you down” (Brimelow & Spencer, 1993). Al Short, chief lobbyist for the Michigan Education Association, claimed the MEA “coordinated the whole shutdown, once the decision was made” (Brimelow & Spencer, 1993). Based on such statements, Brimelow and Spencer concluded that the Kalkaska shutdown was “little more than a union organized stunt” and argued further that the MEA had taken a strong public and political stance, flaunting the magnitude of its power. At a time when the MEA was at full strength, the politicians would soon counter with legislation to restrict union domination.

As a result of statistics on the public school employee strike, the dominance of the MEA, the statewide inequity in student funding, and the inability of specific districts to fund their operations, the Michigan legislature passed P.A. 145 of 1993 and P.A. 112 of 1994. In September 1993, Governor Engler signed P.A. 145 of 1993 into law, abolishing the local property tax as a source of funding for public schools. In time, Governor Engler put forth a funding plan that included a 2% increase in the sales tax, along with other funding provisions, to replace the \$6.5 billion lost as a consequence of P.A. 145. Under the Michigan constitution, an increase in general sales tax cannot be enacted statutorily,

but rather must be approved by a vote of the people. Therefore, a funding proposal (Proposal A) that would drastically change the funding for public schools was taken to the voters and passed on March 15, 1994.

P.A. 145 of 1993 eliminated property tax as the primary source of school funding, and Proposal A replaced the property tax with an increase in the sales tax. As a result, individual districts could no longer go to their taxpayers and seek additional funding. Instead, districts became dependent on the state to disburse monies at a state-established funding level. Because teachers' salaries and benefits account for approximately 80+% of a district's operating budget, this legislation was to have a great effect at the bargaining table. In other words, the ability of districts to generate additional funding was now minimized or even eliminated, which would ultimately affect the district's ability to accommodate the union's financial demands. This outcome was yet another factor that would indirectly influence the evolution of the existing labor relationship.

The legislature challenged the power of the teachers' unions by passing P.A. 112 of 1994. P.A. 112 was presented by the governor and his allies as a necessary measure to "level the playing field" in collective negotiations and to provide public school districts with the power they needed to contain costs (Boyd et al., 2000). This legislation readdressed the issue of strikes in the public sector. P.A. 112 of 1994 amended PERA, reestablishing penalties for government-employee work stoppages. The public act also removed certain items from the scope of mandatory bargaining and allowed the school board to unilaterally impose its "last best offer" without agreement of the union, thereby giving school boards greater control over collective bargaining. As a result of the legislation, constraints were placed on the "magnitude of power" previously exhibited by

the MEA. This legislation's effect on collective bargaining would also serve as an influence on the employer/teacher relationship in public schools.

Historically, legislative initiatives have had a significant influence on the formation of teacher unions, as well as collective bargaining. According to Murphy (1990), collective bargaining served to change the fundamental relationship between teachers and administrators. Cooper (1992) acknowledged that teacher organizations had dramatically changed the way in which educational resources were allocated, and ultimately, the way schools were run. The legislation that granted teachers the right to organize ultimately resulted in a change from a time when administrators were in charge of all aspects of the educational process to a time when teachers were demanding higher salaries, smaller class sizes, improved benefits, and active involvement in decisions regarding various aspects of the learning environment. A counter to the union's power in these areas was a legislative initiative in Michigan that imposed constraints on a district's ability to acquire additional funding, as well as constraints on the collective bargaining process. All of these factors have served to affect the evolving role of the teachers' union and ultimately to redefine the employer/teacher relationship within public schools.

The Evolution of Teacher Labor Relations: A Move Toward Cooperation?

Unions are powerful influences on teachers' work lives and school operations. Unions affect both the written contract under which teachers and administrators interact and the psychological contract through which they define themselves as workers. Kerchner and Koppich (1993) claimed:

The institution of labor relations has changed little in the past decade. Constructed from a mix of industrial-style scientific management and Progressive Era government reforms, United States public schools have become a maze of rules and hierarchies. Labor law and practice add to this rule-bound atmosphere.

Unions take their form and function from the school districts where their members work. At their worst, unions and school districts are two prisoners manacled together slugging it out with their free hands. At their most productive, they are self-interested partners in a joint civic venture. (p. 1)

Kerchner and Koppich described *professional unionism* as a unionism in which unions discard beliefs about the inherent separateness of labor and management, teaching and administration. They believed that unions and managements should question the necessity of adversarial relationships, and come to the realization that educational improvements depend on care, dedication, and commitment rather than the observance of rules and the execution of preplanned routines.

The concept of professional unionism was reflected in a discussion with Chuck Anderson (2000), Executive Director of the MEA. During a presentation to a group of public school human resource directors, he explained the “new role or vision” of the MEA. Through a survey, the MEA had determined that its membership was interested in pursuing a more collaborative approach to collective bargaining, as well as establishing a “partnership” with district administrators/boards. In fact, the MEA membership suggested four general charges for the MEA:

1. The MEA should continue to establish and maintain competitive salaries and benefits, as well as continue to address working conditions. Special attention should also be given to professional development needs.
2. The MEA’s political focus should not center solely on the Democratic Party. Instead, the MEA should endorse candidates who are “friends of public education,” regardless of their party affiliation.
3. The MEA should assist in building strong bonds between teachers and employers. The relationship should be a “partnership” since both parties were pursuing the common cause of educating children.
4. The MEA should address the “contentiousness” at the bargaining table. The membership wanted to investigate new ways to approach collective bargaining.

This new MEA direction, as depicted by Anderson, has great potential for influencing the evolution of labor relationships in public schools.

J. Borma (personal communication, 2000) stated that the “evolution of the relationship varies from place to place.” The existing relationship in any district is based on the personal relationship and level of trust between district and union leadership. Those districts that exhibit a “cooperative employer/teacher relationship” have established “open channels of communication and pro-active joint problem solving.” With respect to trust and partnerships, Anderson (2000) expressed similar views. He stressed the need for unions and administration to “deal with each other on a regular basis, not just the single event of collective bargaining.” Anderson commented, “By engaging in ongoing, open and honest dialogue, a level of trust can be established and a collaborative partnership formed.”

Some would argue that teachers are gaining more control over their professional lives, and hostility between management and union is being defused, even replaced with cooperation. Kerchner and Koppich (1993) stated, “Moving from a unionism built around difference and antagonism to one built around cooperation requires mutual respect” (p. 16). In general, Borma (personal communication, 2000) believed there has been a change in the way boards and administrators approach teachers. Teachers have become more involved in decisions about instructional strategy, materials, scheduling, and other issues directly affecting teachers’ ability to teach. Previously, these decisions had been made “almost uniformly and unilaterally by central office administrators” (J. Borma, personal communication, 2000). Borma continued, “The shift to involving teachers in decision making, thereby relinquishing some of the ‘administrative’ power, has resulted in more cooperative labor relations.” Obviously, this reflects a much

different role for administrators, as compared to the role promoted by Taylor's philosophies of scientific management.

As reflected in the historical overview, there has been a history of changing labor relations in public schools. These changes have been influenced by a variety of sources, including early trends in industrial labor relations and the evolution of teacher unionism. After some 90 years of various influences and pressures, a closer examination of present teacher/employer labor relations in public schools is warranted. To help place this relationship in context, it is important to further detail historical trends of industrial employer/employee relations.

Employer/Employee Relations: Other Trends in Industry

It is apparent from the literature that employer/employee relations in the educational setting have some parallels to the employer/employee relationship in the industrial setting. As previously discussed, Taylor's process of scientific management influenced the relationship between teachers and administrators in the educational environment. As background for this study, it is essential to possess further knowledge of the trends in the employer/employee relationship in the realm of industry, beyond the influences of Taylorism. Understanding trends in the area of industrial employer/employee relations may offer insights into the current state of teacher/administrator relations in public schools.

Industrial labor relations: 1900s to 1920. As discussed earlier, scientific management emphasized replacing the judgment of the individual worker with the laws, rules, and principles of the science of the job that were developed by management. Taylor and those engineers who followed him did not believe that employees' participation in decision making had much to do with productivity. In theory, workers

would gain their satisfaction through the increased pay they would receive for performing the tasks specific to their jobs. The advocates of scientific management believed that appropriate task design and wage systems would do away with conflict as an inherent part of the employment relationship. As a result of their belief that the workers would be satisfied under the various incentive systems, scientific management left no room for collective bargaining (Nissen, 1990).

Despite the influence of scientific management in the early 1900s, a few industries attempted to institute a system of employee representation. Although the origins of employee representation can be traced to the early years of the century, the employee representation plan developed by John D. Rockefeller at the Colorado Fuel and Iron company in 1915 was particularly influential in its further development (Nissen, 1990). In the Rockefeller model, a systematic and formalized means of communication between owners and workers was established, promoting employee input into various aspects of production.

The employee-representation movement accelerated during World War I when the government, through the War Labor Board, ordered the establishment of shop committees. The Board's purpose was to reduce strikes and labor conflict during the war by encouraging collective bargaining as a normal process in industry. According to Nissen (1990),

Management found plant morale improved by employee representation. Workers were more willing to be flexible, offering suggestions and short cuts that saved money for the company. Grievances could be heard and resolved peacefully. But most important of all, employee representation served to weld management and workers together into a single, cohesive unit, into the "family of the firm."
(p. 150)

Industrial labor relations: 1920s. By 1920, a competing model of the social engineering of workplace systems had emerged, one that stressed the social significance

of work and work groups. Proponents of the human relations school believed that happy workers would be productive workers. For advocates of the human relations school, employee representation plans provided an ideal channel to give workers a sense of participation and security. The scientific management and human relations schools shared a common goal. Both were based on the belief that their approaches would eliminate the adversarial relationship between managers and workers, thus making unions unnecessary.

The growth of the human relations school led to the professionalization of the personnel function in a relatively few, highly influential firms. Many of the functions formerly controlled by the foremen--hiring, firing, discipline, promotion, and compensation policies--were now carried out from standardized and centralized personnel departments. Also controlled and managed by these new professionals were the employee-representation plans and the anti-union open shop movement, which flourished side by side during the 1920s. Thus, what we now know as “union avoidance” was a fundamental part of the professionalized personnel function from the beginning (Filippelli, 1990). However, neither employee representation nor the professionalization of the personnel function spread much beyond a handful of large companies during the 1920s. The “mailed fist rather than the velvet glove remained the most effective strategy for management to use to maintain its power in the employment relationship” (Filippelli, 1990, p. 151).

In 1926, Congress passed the Railway Labor Act in an attempt to deal with railway labor crises. This act regulates collective bargaining in the railroad industry and, since 1936, the airline industry as well (Oberer, Hanslowe, & Heinsz, 1994). This act gave employees the right to organize and bargain collectively through a representative of

their own choosing. It also defined specific duties for the employer, which included (a) to refrain from interfering with the exercise of those rights by employees and (b) to recognize and bargain with the chosen representative of the employees.

In addition to defining the rights of employees and duties of management, the Railway Labor Act established a means for dealing with disputes arising from the collective bargaining process and placed limitations on strikes that would “substantially interrupt interstate commerce to a degree such as to deprive any section of the country of essential transportation service” (Oberer et al., 1994, p. 97). Should such a strike be imminent, the act dictates notification of the President of the United States, who may invoke emergency provisions of the act. These provisions include imposing a 60-day moratorium on work stoppages or changes in terms and conditions of employment, pending an investigation of the dispute. The purpose of this legislation was to help stabilize labor-management relations in a specific industry.

Industrial labor relations: 1930s. Before the 1930s, in the absence of any supportive legislation, nonunion practices prevailed for most workers. Unions could manage to organize only a small fraction of the labor force, and union membership rose and fell in direct response to rises and falls in the business cycle (Commons, 1911). Following the stock market crash of 1929, the United States and much of the world’s economy entered the Great Depression. To help relieve the effects of the depression on the U.S. labor force, President Franklin Roosevelt supported the Wagner Act (National Labor Relations Act, NLRA). In July 1935, the U.S. Congress enacted this piece of landmark labor law. Rugh (1992) explained the impact of the passage of the NLRA, stating:

The NLRA, part of the New Deal package of federal legislation to help the nation extricate our economy from the pits of poverty and unemployment

which engulfed the country during and after the Great Depression of 1932, became the stimulus, the catalyst, the “spark” which resulted in an unprecedented growth of trade unions, craft and industrial, in the United States of America. (p. 3)

In other words, the passage of this legislation helped the nation’s economy, legitimized the role of trade unions, and became the stimulus for an unprecedented growth of trade unions in the United States.

Provisions of the NLRA gave some basic rights to a large number of employees not covered by the Railway Labor Act. It offered workers the right to engage in self-organization, the right to engage in collective bargaining, and the right to engage in concerted activities to support organizing and bargaining. In establishing these rights, the NLRA also defined behaviors on the part of management that would be considered “unfair labor practices” and therefore, unlawful. The NLRA had two primary purposes: (a) to resolve labor disputes that would adversely affect interstate commerce and (b) to deal with the economic crisis of the Great Depression by enhancing the bargaining and therefore purchasing power of workers.

Labor policies adopted in the 1930s as part of the New Deal were designed to introduce greater stability and order and to lend a degree of permanency to union-management relations. By passing the NLRA, the government achieved its goal of fostering industrial peace by replacing violent conflicts with orderly elections and certification procedures and by giving certified unions a degree of permanence and security. For the first time in the history of labor relations, this new federal law reassured labor leaders that the federal government had adopted a policy and a commitment to support the principle in labor relations of employees’ rights to organize and to join unions of their own choosing.

When, in 1935, the NLRA established collective bargaining as the preferred method of setting wages, hours, and working conditions, it was assumed that unionism would expand as workers embraced collective bargaining as the best way to advance their interests. "For the next two decades, collective bargaining served as the most significant source of innovation in employee relations (Kochan, Katz, & McKersie, 1994). Unions had achieved a position of legitimacy in American society because collective bargaining had been chosen as the preferred mechanism for workers' participation and representation in industry.

According to Filippelli (1990), growth of the labor movement was not a result of any sustained mass militancy on the part of industrial workers, but instead was a result of government intervention. Filippelli stated, "It seems clear that the passage of the labor provision of the NLRA or the Wagner Act came about, not because of the power of the labor movement, but as a result of the presence in the Roosevelt coalition of many pro-labor liberals and progressives and a new industrial working class" (p. 154). The act presented a way to resolve labor and management disputes. Whereas it guaranteed unions some security during the duration of the contract, management's right to make strategic business decisions was left untouched. There was no quarrel with this from the labor side.

The principles of scientific management and industrial engineering were deeply embedded. In fact, collective bargaining merely codified the existing work systems within the contract, made them enforceable through the grievance procedure, and strengthened the role of seniority as a means for allocating scarce job opportunities in internal labor markets (Filippelli, 1990). Employees accepted existing job classifications and pay grades--legacies of the scientific management era--and made them negotiable

items, subject to restrictive contract language and enforcement procedures. At the plant level, the effect was constant tension and conflict between local unions and supervisors. Supervisors were under pressure to meet production quotas and standards, and union members were resolved to fight work-intensification efforts (Craypo, 1990). In other words, labor checked the arbitrary power of management and gained a say in a constricted, but important, sphere of the firm's activity. Management avoided disaster and achieved work stability and predictability.

It is important to understand that this legislation was passed with bitter opposition from employers. It was not until the NLRA was ruled constitutional by the Supreme Court that significant numbers of employers reluctantly adjusted their managerial practices to the reality of collective bargaining (Oberer et al., 1994). One such adjustment was the rapid growth in the number of firms creating personnel departments. This trend dates particularly from the years following the passage of the NLRA and the first upsurge of strike activity after 1933. This surge in personnel departments did not occur in only those firms experiencing unionization. There was also the fear of unionization that prompted the widespread employer exploration of new organizational approaches to industrial relations.

Industrial labor relations: 1940s. The second great government intervention that solidified collective bargaining occurred during World War II. The salvation of organized labor appeared in the guise of the War Labor Board. President Roosevelt demanded that labor and management avoid both strikes and inflation. He created the War Labor Board in 1942 to oversee industrial relations. From 1942 to 1945, the Board helped to settle more than 20,000 labor-management disputes. In fashioning these settlements, the Board was largely responsible for institutionalizing grievance

procedures, union security arrangements, and the dues check-off, as well as for expanding the range of subjects covered by bargaining (Nissen, 1990). This assistance from government, coupled with the enormous growth in the labor force during the war, brought the labor movement by 1945 to a level of power and prestige unknown in American history.

In certain industries, management thought it was losing control over the workplace, at least to some degree. In other words, “management’s right to manage” had been eroded during the war years. One indication was the number of strikes, virtually all of them wildcats or unauthorized strikes, that erupted near the end of the war. A number of long strikes occurred in key industries such as automobile, steel, meatpacking, and coal. Wildcat strikes tended to center on workplace issues, ranging all the way from racist strikes to strikes over safety. In 1946, the percentage of total working time in the economy that was idle due to strikes reached an unprecedented level (U.S. Department of Labor, as cited in Kochan et al., 1994). The erosion of management’s control went beyond the strikes. Shop-floor union officials sometimes had a great deal of authority over virtually all major shop-floor decisions (Nissen, 1990).

However, labor’s brief parity of political influence had already begun to erode during the war. Labor’s stock fell as a result of wildcat or unauthorized strikes and the enormously controversial walkout of the miners in 1943. Public opinion began to shift away from support for labor after the war. In response to the massive postwar strike wave in 1945 and 1946, President Harry Truman seized a number of industries under his war powers and proposed legislation to draft strikers into the army. The culmination of this counterattack by management came with the passage of the Taft-Hartley Act in 1947.

This legislation constituted a major overhaul of national labor policy by positively affecting management's position or power in the labor-management relationship.

The Taft Hartley Act of 1947 amended the NLRA of 1935, seeking to limit the power of unions and to articulate a new set of principles concerning the rights of individual workers in union-management relationships (Kochan et al., 1994). This act established the right of employees to refrain from any or all union activities, and identified behaviors that would be considered unfair labor practices by the union. As a result of this legislation, the government's position went from "promoter" of union activity or prestige to a more "neutral" position (Oberer et al., 1994). Consequently, the power of the labor movement was dramatically curbed. In addition to weakening union security guarantees, it banned the tactics that labor had used successfully during its organizing upsurge in the 1930s.

After the war, labor also faced choices regarding how far it was going to try to intrude into managerial decisions. For example, in the automobile industry, in a long strike against General Motors (GM), President of the United Auto Workers (UAW) Walter Reuther demanded that GM "open the books" so as to allow consideration of profits and prices during evaluation of the appropriateness of the union's wage demands. Many leaders of other major unions, however, argued that these demands went too far. As head of the Congress of Industrial Organizations (CIO), Philip Murray put pressure on Reuther to abandon his more far-reaching demands and conform to the wage settlement negotiated by the steel industry. There were also battles under way inside the unions, pitching left and right groups against one another for leadership positions and in the debate regarding labor's agenda. The outcomes of these internal union debates and political conflicts served to reinforce the basic or traditional features of collective

bargaining. Reuther failed to extend his union's influence into management prerogatives concerning pricing, employment, or investments (Kochan et al., 1994).

With respect to the post-World War II decades, organized labor and management in the major core industries of the United States implicitly developed a trade-off in their dealings with each other. In this trade-off, the unions ceded to management its two major goals at the time: (a) control over major decisions affecting the enterprise and (b) stability or predictability in its labor relations. In return, management granted to the unions their two major goals: (a) legitimacy or acceptance as permanent fixtures in the industrial scene and (b) relatively good wages and benefits and job security. According to Nissen (1990), "Gone were the days of strong union threat to management rights. Equally gone were the days of overt union-busting" (p. 178). Walton, Cutcher-Gershenfeld, and McKersie (1994) labeled this relationship "arm's-length accommodation."

Industrial labor relations: Solidifying the role of the personnel department in the 1940s. Central to the evolution of the U.S. industrial relations system in the 1940s was the transformation that began occurring in managerial staffs responsible for industrial relations and personnel. World War II and the rise of industrial unionism brought a new kind of environmental pressure to management. The increased demand for wartime production was accompanied by labor shortages and a decline in immigration. The pressure of labor-market shortages and rising production costs induced management to create specialized employment departments to administer relations with the workforce. These new employment departments, in turn, led to greater centralization in hiring and disciplinary decisions (Kochan et al., 1994).

With collective bargaining came the need for management specialists to administer and interpret technical aspects of labor agreements and the growing number of rules concerning work. As their experience with unions and worker unrest increased, management came to realize that strong unions and union leaders could control their membership and bring stability to industrial relations--albeit for a price. The more management came to see unions as inevitable, the more it saw the advantages of cooperation with union leaders and a stabilization of bargaining relationships. By taking this position, industrial relations specialists were also working to secure their own position within the management hierarchy. By stabilizing union functions and the position of union leaders, labor relations managers ensured the need for their own expert help and role. Thus, a symbiotic relationship developed between union leaders and human relations managers (Kochan et al., 1994).

In practice, this new relationship brought the creation of new institutions for handling conflict and new rules governing employment situations, such as grievance and arbitration procedures. The introduction of dues check-off procedures, other forms of union security, and the central role played by seniority arrangements also served to increase the influence that union organizations and leaders had over workers, and in this way further stabilized labor relations. The relationship developed between union leaders and human relations managers reflects the continued search for stability and the regularization of relationships.

Industrial labor relations: 1950s and 1960s. In 1959, Congress dealt with internal union problems by passing the Landrum-Griffin Act. As a consequence of a long investigation by a subcommittee of the Senate, shocking conditions in some American unions were uncovered. The central concern of resulting legislation was the regulation of

internal union government so as to purge it of abuses highlighted in three years of hearings. The subcommittee uncovered outright corruption in a small number of unions, including the Teamsters with Jimmy Hoffa as president, as well as undemocratic practices in a larger number of unions. Therefore, the Landrum-Griffin Act deals in various ways with these internal problems. These publicized hearings only intensified society's less than positive view of labor unions.

The civil rights movement, urban riots, the war in Vietnam, and campus protests created an environment of social turmoil and unrest in the 1960s. This environment combined with the strong economic growth that followed President Kennedy's tax cuts and the Vietnam build-up to produce tighter labor markets, increased worker power, and militancy on the shop floor (Kochan et al., 1994). The rate of contract rejections in union ratification processes reached a record high of 14% in 1967 (compared to a range of 8% to 12% in subsequent years). The incidence of contractual and wildcat work stoppages also rose dramatically. In some industries, unrest on the shop floor was revealed by a rise in grievance rates and the emergence of local issues that prolonged contract negotiation processes.

By the 1960s, the principles of scientific management and adversarial collective bargaining had produced a relatively stable set of social contracts. The social contract between employees and employers was based on mutual compliance. The parties acknowledged the conflicting interests of employees and employers, with an emphasis placed on achieving equity in that context. This social contract involved an implicit promise of labor peace in exchange for continually rising standards of living. The power and responsibility for managing the business was concentrated in management, which

accepted the union checks and balances on the management's actions. In other words, quid pro quos continued to evolve, which satisfied the priorities of each party.

Industrial labor relations: 1970s and 1980s. Bargaining power after 1979 depended on continued U.S. economic expansion and supremacy in world markets, prevailing technologies and production systems, and secure markets in the basic industries. U.S. union power declined dramatically in the 1980s. Unionized firms were hard pressed to respond to heightened competition and an economic environment that put a premium on cost control, flexibility, and adaptability (Kochan et al., 1994). The patterns, structures, and processes of collective bargaining that evolved out of the New Deal industrial relations system were no longer compatible with prevailing economic realities.

Contributing further to the decline of union power was yet another shift in social attitudes toward unionization. Earlier in the postwar period, Americans had been determined to avoid another Great Depression like that of the 1930s. Unions, therefore, were seen as beneficial economic institutions responsible for the high wages and earnings that promoted strong purchasing power. But in the 1970s and 1980s, public concern shifted from economic depression to inflation, foreign trade deficits, and industrial decline. Living standards gave way to higher productivity as the chief policy objective and unions received much of the blame for rising production costs and America's inability to compete globally. Social attitudes reflected their belief that unions had become part of the problem, rather than the solution.

In the midst of economic recession in the early 1980s, traditionally strong unions started to make significant contract concessions. Managers started coming to the bargaining table saying they were under increased competitive pressures and needed

labor cost reductions to survive. Unions were in no position to resist. By the end of the decade, unions had not recouped their losses despite several years of economic recovery. Union membership dropped from a postwar high of 23 million in 1974 to 17 million by 1985 (Nissen, 1990).

In a few cases, in an effort to respond to economic pressures, labor and management have introduced the rudiments of what eventually might amount to a new industrial relations system. This new system appears to link more localized and contingent compensation, more flexible and team-oriented work organizations, enhanced job security, and broader worker and union involvement in production and strategic decisions making. The workplace changes being introduced jointly have two basic objectives: (a) to increase the participation and involvement of individuals and informal work groups so as to overcome adversarial relations and increase employee motivation, commitment, and problem-solving potential and (b) to alter the organization of work so as to simplify work rules, lower costs, and increase flexibility in the management of human resources (Kochan et al., 1994). The success of this system depends on the ability of the organization to reinforce and sustain high levels of trust over time.

Industrial labor relations: Most recent trends. In general, “American labor history has been marked by conflict—not primarily over contract issues but over the labor movement’s right to exist” (Filippelli, 1990, p. 138). In considering current trends in industrial labor relations, Walton et al. (1994) considered the historical trends involving changes in substantive contracts, as well as revisions in the social contracts that tie labor and management together. The social contracts include shared, or at least acknowledged, understanding about the broad quid pro quos and “rules of the game.” In other words, social contacts between employer and employee help define the existing labor

relationship. Walton et al. were particularly interested in the social contracts between union and management and between workers and employers.

Since 1986, evidence has indicated that the compliance/arm's-length accommodation relationship, with its tightly written work rules and clear separation of the authority of management and the rights of employees, no longer meets America's economic needs (Kochan et al., 1994). During the 1980s and early 1990s, the trend in labor relations in the United States was to polarize around "cooperative and contentious" extremes. At the "cooperative" end of the labor relations continuum, the parties are placing joint emphasis on mutual goals and a sharing of power and responsibility for improving the business function. The "contentious" extreme involves a concern by each party regarding its own institutional survival, with neither party accepting the other's definition of its legitimate role. The power and responsibility for the business are concentrated in management, with management discounting and undermining employees' power to positively or negatively affect operations. Walton et al. (1994) identified both the cooperative and contentious employer/employee relationships as prominent approaches to employer/employee relations in today's industrial setting.

Industrial Labor Relations and Employer/ Teacher Relations in Public Schools

Understanding trends in the area of industrial employer/employee relations may offer insights into the current state of employer/teacher relations in today's public school setting. Based on the historical background presented, employer/employee relations in industry have evolved into something quite different from the relationship promoted by Taylor's method of scientific management. The same is true with respect to employer/teacher relations in public schools. The current trends defining employer/employee

relations within the industrial setting will serve as a point of comparison for defining the current employer/teacher relationship in public schools. This study will apply the most recent thinking regarding industrial employer/employee relationships to the public schools.

Are the labor relationships present in today's public schools approaching the style of interaction described by Kerchner and Koppich's (1993) definition of "professional unionism"? This would parallel the "cooperative" relationship found in industry and described by Walton et al. (1994). Both definitions represent a departure from the classic industrial-style unionism (arm's-length accommodation) that characterized American labor relations for nearly three decades. Or does today's relationship between teachers and their employer more closely resemble the "contentious" extreme described by Walton et al.? Or has the relationship become something unique to the educational environment? This study will explore these possibilities.

The purpose of this study was to explore and describe employer/teacher relations in today's public schools. The specific public school employer/employee relationship targeted in this study is the relationship between the employer and the teachers. This employer/employee relationship will be analyzed at two levels: (a) the building or individual level, consisting of teachers and principals, and (b) the district or organizational level, consisting of union leadership and the board of education.

Conceptual Framework

The conceptual framework that was used to explore and describe employer/teacher relations in public schools was derived from a theoretical framework used by Walton, Cutcher-Gershenfeld, and McKersie, who are prominent researchers in the field of labor and industrial relations. The trends in labor and industrial relations, or the move

from arm's-length accommodation to cooperative and contentious extremes, captured by Walton et al. (1994) were analyzed through the lens of a specific and substantiated conceptual framework. It is a modified version of this conceptual framework that will be described in detail and applied to the public school setting, allowing for an analysis of the current relationship between the employer and teachers.

Walton et al. (1994) introduce a lens through which to view the employer/employee relationship at both the individual and organizational levels. This study will focus on the employer/employee relationship occurring at the individual level, consisting of teachers and principals, as well as the district or organizational level, consisting of the union leadership and the board of education, represented by central office administration. Walton et al. identified and defined key concepts within their framework that promote a more diversified analysis of this relationship within the roles of employers and teachers. They referred to the "individual and organization relationship" as a "social contract." These social contracts represent quid pro quos between labor and management, as well as shared understandings about the "rules of the game."

There are two levels of a social contract, (a) the individual level, between the supervisors and the employees, and (b) the organizational level, between the union and the employer. Traditionally, the dominant social contract between supervisors and employees (individual level) was premised on compliance, whereas the social contract between employers and unions (organizational level) was premised on arm's-length accommodation. However, in recent years there has been a trend at the individual level for the relationship to be described as "compliance" or "employee commitment." At the organizational level, the trend for this relationship has moved to a description of "union-management cooperation" or "containment/avoidance of the union."

Walton et al. claimed the existing social contract within a particular setting will be some combination of these relationships. In reality, it is most likely that one would find a combination of organizational cooperation and individual commitment or a combination of institutional or organizational containment/avoidance of the union and individual compliance. Employee compliance and union containment/avoidance reflect management's willingness to take whatever steps are required to mobilize power and defeat the union. Employee commitment and union/management cooperation are reflected in cooperative partnerships, as well as joint structures and processes for sharing power and responsibility. Figure 1.1 illustrates the most likely combinations of institutional and individual relationships, defining the existing social contract within a setting.

<i>Institutional Level</i>		
<i>Individual Level</i>	Cooperation	Containment/Avoidance
Compliance		X
Commitment	X	

Figure 1.1: Social contract: Individual and institutional levels.

In an attempt to further explain and clarify the combinations of social contracts that will most likely exist within a setting, the following examples illustrate the two types of employer/employee relationships that represent a departure from the classic compliance/arm's-length accommodation relationship illustrated throughout history:

1. *Compliance/Containment or Avoidance*

Cohn (2001) analyzed and reported on the current employer/employee relationship at Amazon.com. In this article, Cohn described a "recent trend toward

corporate hierarchy, rigid work rules and outsourcing” (p. 24). Management had assumed the power and responsibility for managing the organization, with no input from employees. Cohn described management’s decision to outsource its Seattle operations to two cheaper labor markets. As a result of this managerial decision, 400 employees were laid off from their positions with Amazon.com. One employee stated, “This gradually made us feel more like employees, than owners” (p. 26).

As a result of such managerial decisions, the employees decided to take the necessary steps to unionize. They saw this as their only recourse for survival. When management heard of these efforts, they began to discourage employee unionization, minimizing the union’s potential role. Management made statements to employees such as, “A union will make a more regimented workplace. It might order you to strike against your will. A union would limit our ability to change with time” (p. 26). It is apparent that both management and employees were “doing what they need to do to survive” (p. 27). Based on Cohn’s description of the current employer/employee relationship at Amazon.com, the social contract would be classified as employee or individual compliance and union containment/avoidance.

2. Commitment/Cooperation

Walton et al. (1994) analyzed and reported on the employer/employee relationship at Packard Electric Division of General Motors, an auto-supply company. The company and union entered into contract language that initiated a variety of joint committees focusing on issues of common concern or mutual goals. The purpose of these committees was to enter into a cooperative problem-solving and decision-making process that would positively affect the positions of both parties. Such committees

resulted in the sharing of power, allowing the union to contribute value to the functioning of the organization.

The union and management recognized each other's prospective roles. Both parties acknowledged and accepted the mixture of partnership and adversarial roles. For instance, within the negotiation process, the union understood management's need to cut costs. In return, the management understood the union's role of protecting bargaining-unit members' positions or job security within the organization. Based on these adversarial roles, they engaged in a brainstorming and problem-solving process to accommodate the demands of both parties. Based on Walton et al.'s (1994) description of the employer/employee relationship at Packard Electric, the social contract would be classified as employee or individual commitment and organizational cooperation.

To further reduce, Walton et al. presented a lens designed to analyze and identify or categorize the existing social contract between employers and employees by understanding the "interaction system." The interaction system becomes the unit of analysis and is made up of three components: (a) processes, (b) strategies, and (c) structures. These components are influenced by the strength of the interests of the parties, the magnitude of their power sources, and how the parties interact to influence each other.

The essence of labor-management interactions consists of critical processes that include bargaining, problem solving, and conflict resolution. Actions directly related to any one particular process could affect the other processes as well. In other words, these processes are highly interrelated. A party's actions in each of these processes are guided by an explicit or implicit strategy. Walton et al. proposed two general negotiating strategies (forcing and fostering) and a strategy of avoidance (escape). Finally, structural

features such as frequency of interactions and types of communication channels can influence the three processes (bargaining, problems solving, and conflict resolution). These structural features exercise their influence on the social contract by either complicating or enabling the management of the bargaining task or the management of internal differences. The interaction system is summarized in Figure 1.2.

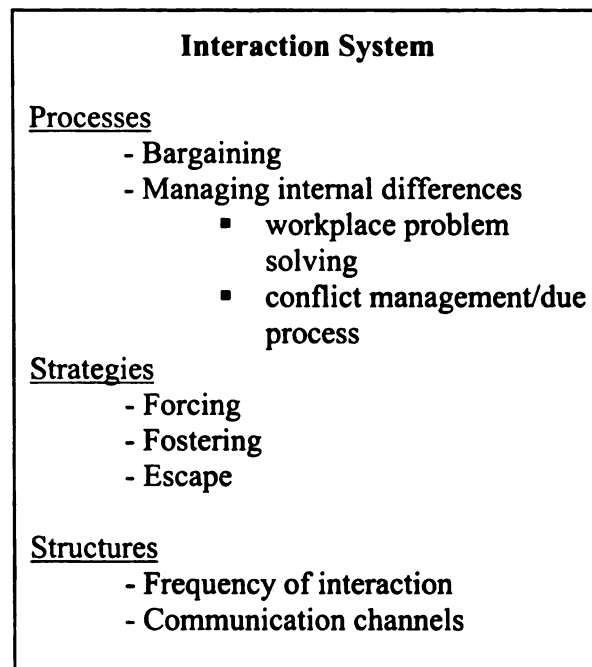


Figure 1.2: Framework for analyzing employer/employee relations.

Kochan et al. (1994) admitted that the history of the employer/employee relationship in a particular industrial setting plays an extremely important role in shaping the range of feasible strategic adaptations in employer/employee relations. However, the strongest factor impinging on the choice of strategy is the management's perspective on the role of teachers and their union. In other words, does management view the teachers and/or their union as an entity interfering with managerial decision making and established policies, as an entity to be avoided, or as an entity that could contribute to the

successful functioning of the workplace? The strategies selected and used by management to interact with the teachers and their union will depend on management's perspective of the teachers' and/or union's role in the workplace environment.

In sum, schools are like other organizations, and the processes that go on between teachers and administrators--bargaining, problem solving, and conflict resolution--are likely to replicate the processes that go on in industry. Hence, I am going to apply to public schools a conceptual model developed by researchers who study industrial relations. My argument is that understanding these organizational processes is essential to knowing how school organizations behave. Therefore, the intention in this study is to describe or characterize these interactive human processes.

The specific purpose of the study was to explore and describe employer/teacher relations in today's public schools. The study will examine (a) the relationships between teachers and administrators at the individual level in selected schools and (b) the relationships between the teachers union and the school boards at the organizational level in those school districts. The central office administrator with the primary responsibility for the human resource function will represent the board of education. The study can be further explained with a series of exploratory questions:

1. Walton et al. (1994) identified three important strategies that go on between administrators and teachers. Those strategies have been described as forcing, which means a reliance on coercion; fostering, which is the reliance on cooperation; and escaping, which means the reliance on avoidance. Therefore, the question is, to what extent do administrators and teachers engage in the strategies of forcing, fostering, and escaping as a means for interacting with each other?

2. The types of interactions that occur between individuals also go on at the district or organizational level, between the teachers' union and the board of education. The second question is, to what extent do the board and the teachers' union engage in the strategies of forcing, fostering, and escaping as a means for interacting with each other?

Forcing, fostering, and escaping are abstractions. In order to move from these abstractions to behaviors from which we can get some measures, let us say that these strategies--forcing, fostering, and escaping--manifest themselves in the processes of bargaining, problem solving, and conflict resolution. Therefore, more specific questions will further explain the study:

- a. How does forcing, fostering, or escaping show up in the individual schools' and district's bargaining processes?
- b. How does forcing, fostering, or escaping show up in the individual schools' and district's problem-solving processes?
- c. How does forcing, fostering or escaping show up in the individual schools' and district's conflict-resolution processes?

On a third level, and according to the conceptual model developed by Walton et al. (1994), the answers to these questions should provide an overall way to describe the employer/teacher relationship in an entire district. A generalization can be made about the relationship between the administrator and the teachers at one level, and the teachers' union and the board of education at a second level. I will categorize the existing relationship into one of three categories identified by Walton et al.: (a) teacher commitment and union cooperation, (b) teacher compliance and union containment/avoidance, or (c) teacher compliance and union arm's-length accommodation. Therefore, the final exploratory question to be answered in this research is:

3. Is the existing relationship between the teachers and the administrators, as well as the union and the board of education, best categorized as commitment/cooperation, compliance/containment or avoidance, or compliance/arm's-length accommodation?

This three-part conceptual scheme will assist in describing the employer/teacher relationship in public schools.

Definition of Terms

The conceptual framework introduces three specific types of social contracts, as well as key terms related to the employer/employee interaction system. The following terms are defined as they are used within the parameters of this study.

Arm's-length accommodation/compliance. This refers to the social contract with the following characteristics: (a) Parties acknowledge conflicting interests of employees and employers; emphasis is on achieving equity in that context; (b) Power and responsibility for managing the organization are concentrated in management, which accepts union checks and balances on management action; (c) The power of labor that derives from its ability to withdraw from the workplace is emphasized; (d) Adversarial, but legitimate roles for unions and management are emphasized; (e) The parties rely wholly on union representatives to express employees' voices. (Walton et al., 1994).

Bargaining/negotiations. The terms *bargaining* and *negotiation* are used interchangeably throughout this study. They represent "a formal, civilized process that occurs when parties are trying to find a mutually acceptable solution to a complex conflict" (Lewicki, Litterer, Minton, & Saunders, 1994, p. vii). This process can be either distributive or integrative. *Distributive bargaining* has the function of resolving pure conflicts of interest. Distributive tactics center on developing the negotiator's own relative power, convincing the other party of the first party's power and resolution,

modifying the other party's expectations, closely guarding information, and preventing the other side from using the same tactics. *Integrative bargaining* has the function of finding common, complementary interests and solving problems confronting both parties. Tactics center on the exchange of accurate information, the exploration of underlying interests, and the use of structured problem solving.

Communication channels. Communication channels refer to potential opportunities for giving or sharing ideas or information in an organization. These channels may be characterized as formal or informal.

Containment or avoidance/compliance. This refers to the social contract with the following characteristics: (a) Each party is concerned about its own institutional survival; (b) Power and responsibility for managing the organization are concentrated in management; (c) Management attempts to diminish union's role, and the union seeks to maintain checks and balances on management action; (d) Management discounts and undermines labor's power to punish or reward management; (e) Neither party accepts the other's definition of its legitimate role; (f) Labor and management struggle over both the amount of employee voice and the vehicle for that voice; and (g) Management relies on its power to implement decisions it judges to be in the interests of the organization. The union contests whatever it can (Walton et al., 1994).

Cooperation/commitment. This refers to the social contract with the following characteristics: (a) The parties place joint emphasis on mutual goals and integrative potential, as well as increasing the size of the economic pie; (b) There is significant sharing of power and responsibility for improving organizational functioning, as well as sharing of economic ups and downs and of information and status; (c) The power of labor that derives from its ability to contribute value is acknowledged; (d) A mixture of

partnership and adversarial roles for unions and management is acknowledged; (e) Both direct worker participation and representative democracy are considered important; and (f) The parties rely on shared goals and agreed-on principles for prescribing behavior (Walton et al., 1994).

Escape strategy. An escape strategy involves the avoidance of an interaction between parties.

Forcing strategy. A forcing strategy emphasizes distributive bargaining. Managers and unions mobilize coercive and persuasive powers to achieve their goals.

Fostering strategy. A fostering strategy involves a more cooperative approach to achieving specific goals.

Frequency of interaction. This term refers to the number of intentional interactions pursued between employer and administrator, or union and management. This interaction could be periodic or continuous, formal or informal.

Individual and organizational level. Relationships between parties occur at both the teacher/administrator (individual) level and the union/district (organizational) level. The structure of the interactions at both levels helps to define the overall teacher labor relationship.

Managing internal differences. Managing internal differences is the part of the interaction system that deals with workplace problem solving and conflict management or the issue of due process. It refers to the manner in which the parties seek to reach consensus on solutions to issues or on the resolution of conflicts in the work environment. The approach could take one of two forms: (a) surfacing of internal diversity about proposals so as to achieve the highest quality solution or (b) building internal consensus around a specific solution.

CHAPTER II

METHODOLOGY

Introduction

Durkheim (1938) suggested that research should be used as a supplement to historical data. He emphasized the importance of a historical perspective, stating, “One cannot explain a social fact of any complexity except by following its complete development” (p. 136). Homans (1950) stated that, in addition to influencing its present character, “the past affects the very way in which the future comes into being” (pp. 91-92). History informed this research. The literature reviewed for this study focused on the historical perspective of employer/teacher relations, as well as employer/labor relations in the realm of industry. To gain insight into the complex social phenomena of employer/teacher relations in today’s public school setting, the literature was used as a contextual backdrop. In the review of literature, the first part of the discussion highlighted the parallels of this specific employer/employee relationship with the evolving relationship in the industrial setting. The second part of the discussion described the evolution of the teachers’ union and its effect on the employer/teacher relationship.

The purpose of this study was to explore and describe employer/teacher relations in today’s public schools. In this study I examined (a) the relationships between teachers and administrators at the individual or building level in selected schools and (b) the relationships between the teachers union and the school boards at the organizational or district level. The following exploratory questions helped reduce this abstraction to data. More specifically, I wanted to know:

1. To what extent do administrators and teachers engage in the strategies of forcing, fostering, and escaping as a means for interacting with each other? More specifically:

- a. How does forcing, fostering, or escaping show up in the individual schools' bargaining processes?
- b. How does forcing, fostering, or escaping show up in the individual schools' problem-solving processes?
- c. How does forcing, fostering, or escaping show up in the individual schools' conflict-resolution processes?

2. To what extent do the board and the teachers' union engage in the strategies of forcing, fostering, and escaping as a means for interacting with each other? More specifically:

- d. How does forcing, fostering, or escaping show up in the district's bargaining process?
- e. How does forcing, fostering, or escaping show up in district's problem-solving process?
- f. How does forcing, fostering, or escaping show up in the district's conflict-resolution process?

On a third level, the answers to these questions should provide us with an overall way to describe or categorize the employer/teacher relationship in an entire district. A generalization can be made about the relationship between the administrator and the teacher at one level, and the teachers' union and the board of education at a second level. Therefore the final exploratory question to be answered in this research is:

3. Is the existing relationship between the teachers and the administrators, as well as the union and the board of education, best categorized as (a) teacher commitment and union cooperation, (b) teacher compliance and union containment/avoidance, or (c) teacher compliance and union arm's-length accommodation?

Research Design

“Selecting the method most appropriate for a particular disciplined inquiry is one of the most important and difficult responsibilities of the researcher. The choice requires an act of judgement, grounded in both knowledge of methodology and the substantive area of the investigation” (Shulman, 1988). The method planned for data collection should be related to the type of information sought in the study. Likewise, its adequacy depends on the purpose of the research and the questions being asked (Locke, Spirduso, & Silverman, 1993). The information sought through this study is descriptive in nature and dependent on perceptions and experiences, promoting a qualitative approach.

Qualitative Research

“The key philosophical assumption upon which all types of qualitative research are based is the view that reality is constructed by individuals interacting with their social worlds” (Merriam, 1998, p. 6). Miles and Huberman (as cited in Merriam, 1998) described natural qualitative research as that which is designed to “capture data on the perceptions of actors . . . isolate common themes and expressions . . . [and whose] main task is to explicate the ways people in particular settings come to understand, account for, take action and otherwise manage their day-to-day situations.” Qualitative researchers are interested in understanding the meaning people have constructed, or how they make sense of their world and the experiences they have in the world. Sherman and Webb (as

cited in Merriam, 1998) stated that it “implies a direct concern with experience as it is ‘lived’ or ‘felt’ or ‘undergone.’” Exploring and describing the existing relationship in a public school district requires gaining insight about the relationship from the perspective of those directly engaged in the relationship.

The key concern is understanding the phenomenon of interest from the participants’ perspectives, not the researcher’s. It is assumed that meaning is embedded in people’s experiences and that this meaning is mediated through the investigator’s own perceptions. Patton (1985) explained:

Qualitative research is an effort to understand situations in their uniqueness as part of a particular context and the interactions there. This understanding is an end in itself, so that it is not attempting to predict what may happen in the future necessarily, but to understand the nature of that setting--what it means for participants to be in that setting, what their lives are like, what’s going on for them, what their meanings are, what the world looks like in that particular setting--and in the analysis to be able to communicate that faithfully to others who are interested in that setting. . . . The analysis strives for depth of understanding. (p. 1)

By interviewing teachers and administrators at the building level, as well as administrators and union leadership at the district level, I was able to gain an in-depth understanding of what it meant for participants to be in that setting. Merriam (1998) stated, “Qualitative research can reveal how all the parts work together to form a whole” (p. 6). As the participants communicated their perspective and attach their meaning to the existing employer/teacher relationship, insight into the type of relationship that existed in each district emerged.

The structures and processes that affect the employer/teacher relationship, and ultimately the perception of the relationship described by those engaged in it, are the phenomena that were studied. In other words, in this study I explore what Durkheim (1938) referred to as “social facts or things.” He defined social facts as “category facts

with distinctive characteristics,” which consist of ways of acting, thinking, and feeling external to the individual. They are actualized only through people, as products of human activity. Because social facts are manifested as behaviors and practices, they become observable. These facts are to be treated as “things” or “objects of knowledge which must be construed from observations and experiences” (Durkheim, 1938, p. xiii). In this study I explore and describe the ways of acting, thinking, and feeling that exhibit themselves through the established structures and processes that define the interactions between administrators and teachers, as well as district union leadership and central office administration. These “objects of knowledge” will offer insights into the existing employer/teacher relationship in the public school setting.

It is the collective aspects of the beliefs, tendencies, and practices of a group that characterize truly social phenomena. In this study, the employer/teacher relationship is the social phenomenon, actualized through the beliefs, perceptions, and practices of the teachers and administrators engaged in the relationship. Individuals apply their perceptions in “diverse circumstances,” as suggested by Durkheim (1938). Simmel (1997) discussed symbolic interaction, explaining:

Every relationship between individuals gives rise to a picture of each in the other, and this picture, obviously, interacts with the actual relation. This relation constitutes the condition under which the conception, that each has of the other, takes this or that shape and has its truth legitimated. On the other hand, the real interaction between the individuals is based upon the pictures they acquire of one another. . . . The relationships individuals have with one another are based on “reciprocal knowledge” based on actual relations, and both are “inextricably interwoven.” (p. 309)

In other words, “reality is understood by human beings only as it is perceived” (Bogdan & Biklen, 1992, pp. 31-32). Further, Blumer (1962) believed that behavior is the result of individuals’ reflective interpretations of socially derived meanings. In fact, an individual’s interactions with others are not simply reactions, but are based on the

interpretation of the others' actions. Therefore, to understand the phenomenon of employer/teacher relations from the subjects' own point of view, one must gain insight into the perceptions and interpretations of administrators and teachers as they engage in the relationship.

Case Study

There are numerous variations on qualitative research. Such variations may be called orientations (Tesch, as cited in Merriam, 1998), theoretical traditions (Patton, 1990), strategies of inquiry (Denzin & Lincoln, as cited in Merriam, 1998), genres (Wolcott, as cited in Merriam, 1998) or major traditions (Jacob, as cited in Merriam, 1998). In my efforts to explore and describe employer/teacher relations in public schools, I employed a case study design to gain an in-depth understanding of the situation and the meaning for those involved.

Case studies are differentiated from other types of qualitative research in that they are intensive descriptions and analyses of a single unit or a bounded system (Smith, 1978). The boundedness and the behavior patterns of the system are key factors in understanding the case (Stake, 1995). The bounded system, or case, might be selected because it is an instance of some phenomenon. It would be, in Adelman, Jenkins, and Kemmis's (as cited in Merriam, 1998) words, "an instance drawn from a class." MacDonald and Walker (as cited in Merriam, 1998) defined a case study as "the examination of an instance in action." In this research, the bounded system or unit of study was the three individual public school districts where the research was conducted.

Sociological case studies are interested in demographics, social interactions, and roles people play within the setting. As a sociological approach, "the case study strives to highlight the features or attributes of social life. This is true whether the latter is

perceived as a set of interactions, as common behavior patterns or as structures”(Hamel, 1993, p. 2). This case study drew on sociology as it explored the topic of employer/teacher relations by focusing on the interactions between the two groups.

Olson (as cited in Hoaglin & others, 1982, pp. 138-139) addressed the descriptive nature of case studies. He explained that a case study can (a) illustrate the complexities of a situation--the fact that not one but many factors contributed to it, (b) show the influence of personalities on the issue, (c) show the influence of the passage of time on the issue, (d) obtain information from a wide variety of sources, (e) spell out differences of opinions on the issue, and (f) present information in a wide variety of ways . . . and from the viewpoints of different groups. A descriptive case study is one that presents a detailed account of the phenomenon under study. It is useful in presenting basic information about areas in which little research has been conducted. In fact, Merriam (1998) stated that “such studies often form a database for future comparison and theory building” (p. 38). Because little has been written on the topic of employer/teacher relations in public schools, presenting a detailed account through a descriptive case study seems appropriate.

Stake (1995) described a case as being

instrumental in nature if it is examined mainly to provide insight into an issue or to redraw a generalization. The case is of secondary interest since it plays a supportive role, and serves to facilitate our understanding of something else. The case is looked at in depth, its contexts scrutinized, its ordinary activities detailed, but all because this helps the researcher to pursue the external interest. The case may be seen as typical of other cases or not. Here the choice is made to advance understanding of that other interest. (p. 437)

In this study, each school district represents a case of employer/teacher relations, but serves to assist in understanding the broader issue of employer/teacher relations in public schools.

A researcher may jointly study a number of cases in order to investigate a phenomenon, population, or general condition. Multiple-case studies involve collecting and analyzing data from several cases. Stake (1995) called this “collective case study.” The more cases that are included in a study, and the greater the variation across cases, the more compelling an interpretation is likely to be. Miles and Huberman (as cited in Merriam, 1998) stated, “By looking at a range of similar and contrasting cases, we can understand a single-case finding, grounding it by specifying how and where and, if possible, why it carries on as it does. We can strengthen the precision, the validity, and the stability of the findings.” We want to generalize about employer/teacher relations, yet realize that each of these cases, each sample of one, weakly represents the larger group of interest (Stake, 1995). However, Merriam (1998) stated, “The inclusion of multiple cases is, in fact, a common strategy for enhancing the external validity or generalizability of the findings” (p. 40).

According to Stake (1995),

Individual cases in the collection may or may not be known in advance to manifest some common characteristic. They may be similar or dissimilar, redundancy and variety each important. They are chosen because it is believed that understanding them will lead to better understanding, perhaps better theorizing about a still larger collection of cases. (p. 437)

Instrumental and collective casework regularly requires researchers to choose their cases. Understanding the critical phenomenon depends on choosing the case well (Patton, 1990; Yin, 1994). In this research, three public schools were selected to represent employer/teacher relations in public schools.

Sample

Sample selection in qualitative research is usually nonrandom, purposeful, and small (Merriam, 1998). Honigmann (as cited in Merriam, 1998) discussed nonprobability

sampling methods and said they are “logical as long as the field worker expects mainly to use the data not to answer questions like ‘how much’ and ‘how often’, but to solve qualitative problems, such as discovering what occurs, the implications of what occurs and the relationships linking occurrences.” One form of nonprobability sampling is called purposeful sampling (Patton, 1990). Purposeful sampling is based on the assumption that the investigator wants to discover, understand, and gain insight and therefore must select a sample from which the most can be learned. Patton argued that “the logic and power of purposeful sampling lies in selecting information-rich cases for study in depth. Information-rich cases are those from which one can learn a great deal about issues of central importance to the purpose of the research.” In other words, the researcher has to find an “instance of the case.” In this research, the two criteria for determining “instances of the case” were (a) a public school with (b) employer/teacher relations. Each of the districts selected for this research met the identified or established criteria.

For this research, I selected three public school districts within a 30-mile radius of Michigan State University. Several financial and demographic aspects of the three public school systems are illustrated and compared in Table 2.1. Standard & Poors School Evaluation Service generated the information contained in the table. The State of Michigan contracted with Standard & Poors to provide an independent analysis and supporting data for Michigan schools. The School Evaluation Service analyzes academic, financial, and demographic indicators and trends, providing valuable comparative benchmarks.

Table 2.1

Sample of Public Schools (2000)

	District 1	District 2	District 3
Geographic type	Urban fringe, mid-size city	Urban fringe, mid-size city	Mid-size, central city
District population	14,230	10,453	59,893
Average household income	\$54,538	\$68,935	\$54,606
Taxable property value per student	\$114,181	\$98,702	\$195,706
Student enrollment	2,81	2,12	3,03
Student ethnicity (%)			
Asian	2.2	1.0	11.1
Black	3.1	1.1	13.8
Hispanic	2.1	1.7	4.8
Native American	0.3	0.6	0.6
White	92.3	95.6	69.7
Per pupil foundation allowance	\$6,058	\$5,700	\$7,208
Total expenditure per student	\$8,957	\$10,347	\$9,746
Free and reduced lunch (%)	10.0	5.5	18.1
Average teacher/student ratio for basic K-12 instruction	21.1:1	23.8:1	21:1
Average teacher salary	\$51,354	\$53,194	\$51,658
District operating revenue	\$21,777,846	\$16,714,908	\$31,327,465

Two levels of sampling are usually necessary in qualitative case studies. First, I selected the “case” or the specific school districts to be included in the research. The next major step in planning the research project was to select the individuals in the identified settings who would be helpful in the process of collecting relevant data. Gorden (1987) described two types of respondents: (a) special respondents, who occupy unique positions in the research situation and are thus able to provide the researcher with specific

information related to the objectives of the study; and (b) representative respondents, who belong to a certain population or category. Both types of respondents added to the body of information sought about the topic of employer/teacher relations.

To develop a wide-ranging “panel of knowledgeable informants,” Weiss (1994) stressed the need to interview people who are especially knowledgeable or experienced. He stated, “To enrich or extend our understanding, we might also want to include as respondents people who view the topic from different perspectives or know different aspects of it. . . . Each member of the panel is selected because he or she can significantly instruct us” (p. 17). The idea of assembling a panel of informants is to include as respondents the people who together can provide the information the study requires.

For this research, my second level of sampling required that I identify individuals who possessed different perspectives or knowledge of different aspects of the employer/teacher relationship in each specific case or district. My panel of informants included the central office administrator with the primary responsibility for employee relations, a district-level union leader, a principal at each of the three levels (elementary, middle school, and high school), and a focus group of teachers (four to six individuals) at each of the levels. (See Table 2.2.)

Table 2.2

Interviews

District/Organizational Level (2 interviews)	Building/Individual Level (6 interviews)
1. Central office administrator 2. District-level union leader	1. High school administrator 2. Focus group: high school teachers 3. Middle school administrator 4. Focus group: middle school teachers 5. Elementary school administrator 6. Focus group: elementary school teachers

The teachers at the building level were selected randomly, allowing me to generalize the results of the study from the sample to the population from which it was drawn. In other words, by randomly selecting the members of the focus groups, I hoped to gain information or insights from individuals representing the views of the teachers as a whole. These people together could provide the information required for exploring and describing employer/teacher relations in public schools.

Data Collection

Merriam (1998) stated that a “key philosophical assumption upon which all types of qualitative research are based is the view that reality is constructed by individuals interacting with their social world” (p. 6). She continued by stating, “The second characteristic of all forms of qualitative research is that the researcher is the primary instrument for data collection and analysis “ (p. 7). Certain characteristics differentiate the human researcher from other forms of data-collection instruments: The researcher is responsive to the context and can adapt techniques to the circumstances; the total context can be considered; what is known about the situation can be expanded through sensitivity to nonverbal aspects; the researcher can process data immediately, can clarify and summarize as the study evolves, and can explore anomalous responses (Guba & Lincoln, 1981). In other words, the researcher can respond to the situation, thereby maximizing opportunities for collecting and producing meaningful information.

As a qualitative study, this research incorporated the use of in-depth interviewing as the primary source or method of data collection. Kahn and Cannell (as cited in Seidman, 1991) described interviewing as “a conversation with a purpose” (p. 149). Using interviews as the primary source of data has the advantages of obtaining large amounts of data quickly and providing opportunities for immediate follow-up and

clarification, as needed. The working assumption is that people make sense out of their experiences and, in doing so, create their own reality. In this study, the employer/teacher relationship offered the potential for subjective views. There are varying perspectives, depending on the experiences individuals have within the relationship, as well as their position or role within the relationship. As a result, I chose in-depth interviewing as the major research method (Marshall & Rossman, 1989).

Patton (1990) said the role of the researcher in an interview setting is to “find out what is in and on someone else’s mind” (p. 278). Seidman (1991) stressed that “at the root of in-depth interviewing is the interest in understanding the experience of other people and the meaning they make of that experience” (p. 3). He continued:

The most important personal characteristic interviewers must have is a genuine interest in other people. They must be deeply aware that other people’s stories are of worth in and of themselves and because they offer something to the interviewer’s experience. With a temperament that finds interest in others, a person has the foundation upon which to learn the techniques of interviewing and to practice its skills. (p. 71)

In using interviewing as a source of data collection, the interviewer must demonstrate a sensitivity that involves knowing when to allow for silence, when to probe more deeply, and when to change the direction of the interview. The qualitative research investigator must also be a good communicator. Merriam (1998) defined a good communicator as one who empathizes with respondents, establishes rapport, asks good questions, and listens intently. It is only by listening “to many individuals and to many points of view that value-resonant social contexts can be fully, equitably, and honorably represented” (Guba & Lincoln, 1981, p. 142).

Weiss (1994) stressed that the success of the interviewer is “dependent on a certain amount of social grace, including being sensitive, considerate, and tactful; self confident; exhibiting an awareness of the politics of the institution; and persistence”

(p. 19). A study of an organization, in this case a public school system, requires that the investigator succeed in obtaining informants without being perceived as an intrusive foreign presence (Weiss, 1994). It is exactly these characteristics of the interviewer, as described by Seidman, Merriam, Guba and Lincoln, and Weiss, that enable the researcher to have a conversation with purpose in an atmosphere of trust. My approach to interviewing was guided by these principles.

Merriam (1998) described a continuum of interview structure from highly structured or standardized to unstructured or informal. In a highly structured interview, the exact wording and order of the questions are predetermined, allowing for no flexibility within the interview. The purpose of this type of interview is to elicit standardized information from respondents (Gorden, 1987). On the other end of the continuum, the unstructured interview resembles more of a conversation, consisting of open-ended, flexible, and exploratory questioning techniques. This type of interview is entirely exploratory in nature (Gorden, 1987). Merriam (1998) identified the half-way between the ends of the continuum as the semi-structured interview. In this type of interview, either all of the questions are more flexibly worded, or the interview is a mix of more and less structured questions. The largest part of the interview is guided by a list of questions to be explored, and neither the exact wording nor the order of the questions is determined ahead of time. This format allows the researcher to respond to the situation at hand, to the emerging worldview of the respondent, and to new ideas on the topic.

For this research, I engaged in a semi-structured interview format. An interview guide was developed, consisting of a list of questions that would assist in eliciting relevant information from the respondents. Although the same open-ended questions were used, the exact wording or the order of the questions may have been altered,

allowing me to respond to each interview situation individually, attending to the “emerging worldview of the respondent, and to new ideas on the topic” (Gorden, 1987, p. 74). I also used what Gorden (1987) described as “neutral probes.” These probes are techniques such as the use of silence in making sure the respondent has no more information to offer about a topic, phrases of encouragement related to the response, and questions about specifics of the topic (p. 46). The probes were always related to the initial question, in an effort to maximize the flow of pertinent information.

Gorden (1987) emphasized that interviewing is a process of discovery, with the purpose of gaining “a new consciousness of certain qualitative aspects of a problem.” Gorden believed it is important to interview more than one person, allowing the researcher to access more details, gain different perspectives, and cross-check the accuracy of what respondents are saying about the situation under investigation. Therefore, the interview guide (Appendix C) for this research included two semi-structured interviews. One interview was designed to elicit responses from individual teachers and the union leadership regarding their perspectives on the employer/teacher relationship. The other interview, with parallel questions, was designed to elicit the insights of building-level administrators and the central office administrator with responsibility for human resources.

The interview guide established the purpose and the focus of the interview. The specific open-ended questions asked of respondents were directly related to the exploratory questions outlined in Chapter I. The interview questions focused on the processes of bargaining, problem solving, and conflict resolution, as well as the structures and strategies used by the parties while engaging in these processes. Participants were asked to offer examples to illustrate these processes, structures, and

strategies. It is from these examples that I could determine the specific strategies (forcing, fostering, or escaping) used by the parties throughout their ongoing relationship.

Each interview was taped and transcribed. This practice ensured that everything that was said would be preserved for analysis. Seidman (1991) stated, "To work most reliably with the words of participants, the researcher has to transform those spoken words into a written text to study" (p. 97). Each word a participant speaks reflects his or her consciousness (Vygotsky, as cited in Seidman, 1991). Further, the researcher's paraphrasing or summarizing what participants say is to substitute the researcher's consciousness for that of the participant. By preserving the words of the participants, I had the original data. If something was not clear in the transcript, I was able to return to the tape representing the source and check for accuracy. This gave me confidence that the words of the respondents were treated responsibly.

Documents that are pertinent to the research topic are also a good source of data. Often such documents meet Dexter's (as cited in Merriam, 1998) criteria for selecting a particular data-collection strategy; that is, documents should be used when it appears they will yield "better or more data . . . than other tactics" (p. 11). Such data can furnish descriptive information, as well as ground the investigation in the context of the problem being investigated. "Analysis of this data source lends contextual richness and helps to ground an inquiry in the milieu of the writer. This grounding in real-world issues and day-to-day concerns is ultimately what the naturalistic inquiry is working toward" (Guba & Lincoln, 1981, p. 234).

Therefore, to gather more data on the topic of employer/teacher relations in public schools, and ultimately to gain a richer understanding of the relationship, I reviewed pertinent documents. "In judging the value of documents as a data source, a researcher

can ask whether it contains information or insights relevant to the research question and whether it can be acquired in a reasonably practical, yet systematic manner. If these two questions can be answered affirmatively, there is no reason not to use a particular source of data” (Merriam, 1998, p. 124). Using these questions as a guide to determine the value of specific documents as a data source, I determined that a review of the five-year history of grievances and letters of agreement between the union and administration could prove beneficial to the research. I also acquired a copy of the Master Agreement between the union and the board.

According to Webb (as cited in Merriam, 1998), such documentary data are objective or “unobtrusive” sources of information. In other words, they are unaffected by the presence of the researcher’s self. Furthermore, these documents served as an additional source of information to substantiate perceptions of the employer/teacher relationship gathered through interviews. For these reasons, reviewing such documents proved beneficial to addressing the research questions.

To summarize, in an effort to answer the exploratory questions outlined in Chapter I, I incorporated two specific means of collecting data about employer/teacher relations in public schools. These methods were (a) semi-structured interviews, focusing the discussion on personal experiences and perceptions, and (b) collection of historical data or documents. The data generated from these sources offered greater insights into the employer/teacher relationship in public schools. By using both methods of data collection, I gained a “richer” understanding of the interaction system between administrators and the teachers at both the individual and organizational levels.

Ethical Considerations

Most authors who discuss qualitative research design address the importance of ethical considerations. First and foremost, the researcher has the obligation to respect the rights, needs, values, and desires of the informants. The following safeguards were employed to protect the informants' rights: (a) the research objectives were articulated verbally and in writing (Appendix A) so that they were clearly understood by the informant; (b) an informed consent form (Appendix B) was signed by each participant; (c) Michigan State University requirements for Research Involving Human Subjects were strictly followed, including the assurance of privacy to the maximum extent allowable by law; and (d) written interpretations and reports will be made available to informants upon request.

Analyzing and Reporting

Data analysis is the process of making sense out of the data. Tesch (as cited in Merriam, 1998) described the process of data analysis as eclectic; there is no "right way." In qualitative analysis, several simultaneous activities engage the attention of the researcher: collecting information from the field, sorting the information into categories, formatting the information into a story or picture, and actually writing the qualitative text (Creswell, 1994). Although experienced researchers proceed through these activities simultaneously, beginning researchers may want to treat them separately (Bogdan & Biklen, 1992). In this research, I approached these activities separately.

The process of "making meaning" requires making sense out of the data by consolidating, reducing, and interpreting what people have said and what the researcher has seen and read (Merriam, 1998). In-depth interviewing generates an enormous amount of text. The vast array of words, sentences, paragraphs, and pages have to be

reduced to what is of most importance and interest (Wolcott, as cited in Merriam, 1998). Merriam described two levels of analysis. The first level is basic description, requiring the researcher to think through what will be included from the data collected for the study. Beyond the level of basic description is the next level of analysis, constructing categories or themes. The challenge at this level is to construct categories or themes that capture some recurring pattern that cuts across “the preponderance” (Taylor & Bogdan, as cited in Merriam, 1998). “Devising categories must be systematic and informed by the study’s purpose and the meanings made explicit by the participants themselves” (Merriam, 1998, p. 179). The conceptual framework and research questions served as a guideline for categorizing the data in this study.

Wolcott (as cited in Merriam, 1998) warned that the real value of qualitative research is in the process of using data, rather than in the process of gathering data. Bringing order, structure, and meaning to the mass of data collected from the interviews and documents was a challenge. I organized and interpreted the data; generated categories, themes, and patterns; and tested my emerging hunches against the data. This was done with each of the three individual case studies. After the analysis of the single cases or the individual school districts was completed, I then engaged in a cross-case analysis leading to generalizations about the state of employer/teacher relations in public schools. I attempted to “build a general explanation that fits each of the individual cases, even though the cases will vary in their details” (Yin, 1994, p. 112).

Lofland (as cited in Merriam, 1998) suggested that although data-collection and data-analysis strategies are similar across qualitative methods, the way the findings are reported is diverse. Miles and Huberman (as cited in Merriam, 1998) addressed the importance of creating a data display and suggested that narrative text has been the most

frequent form of display for qualitative data. Because qualitative research focuses on process, meaning, and understanding, the product of a qualitative study is richly descriptive (Merriam, 1998). The results of this study are presented in descriptive, narrative form. Respondents' experiences and the meanings they have attached to them, as well as specific stories or examples elicited from respondents, are woven into the text. Because the goal was to communicate a holistic picture of employer/teacher relations, in addition to using data in the form of participants' own words, data generated from specific documents are also included in Chapter III.

Validity

Gorden (1987) defined validity as the "extent to which data conform to fact." Internal validity deals with the question of how research findings match reality. Merriam (1998) suggested that assessing the internal validity of qualitative research requires one to ask the question, "Would the participant agree with the researcher's rendering of his perspective?" (p. 166). Eisner (1981) would say that validity is determined by the reader's view of the study's credibility: Does it conform to the reader's experience? Two specific strategies were incorporated into this research to promote internal validity.

One strategy identified by Merriam (1998) for ensuring internal validity is peer examination, which calls for colleagues to comment on findings as they emerge. The primary investigator named in the Michigan State UCRIHS application also reviewed the data. By incorporating a step for interrater reliability, a second party examined the same information and categorized the employer/teacher relationship. If we had similar responses, the reliability of the resulting category was substantiated. If not, this encouraged dialogue and reflection on the data, creating an opportunity to analyze the data more completely and generate agreement.

Another basic strategy identified by Merriam (1998) for ensuring internal validity is “triangulation.” This strategy includes using multiple investigators, multiple sources of data, or multiple methods to confirm the emerging findings (Merriam, 1998, p. 204). To ensure internal validity in this study, I employed multiple sources of data and multiple methods of data collection. For example, I interviewed three building principals and three focus groups of teachers, each representing a source of data for understanding the employer/teacher relationship at the individual level. Further, I collected data through the review of historical documents in an effort to substantiate the perceptions and experiences of those interviewed. This, too, was a way to ensure that the research findings reflected reality.

Limitations of Study

Several limitations were involved in this study. First, I used nonprobability or purposeful sampling as the means to select specific school districts to be incorporated into this research. A convenience sample may not be a good basis for generalization (Weiss, 1994). The small number of cases actually studied, as well as the relatively small geographic area from which the districts were selected, may also have limited my ability to generalize. However, it must be noted that the strategy of incorporating several cases to study the same phenomenon did strengthen the external validity (Merriam, 1998).

It must be acknowledged that interviewing has the potential to pose some limitations and weaknesses. Cooperation is essential, as is the participants’ ability to reconstruct events and experiences. Likewise, it is possible that I may have miscomprehended participants’ responses, and they may have chosen to be less than truthful and/or selective in their memory (Marshall & Rossman, 1989). Therefore, every

effort was made to establish a trusting relationship with the participants, encouraging open and frank discussion.

Yet another limitation arises from the decision to use focus groups when eliciting information from teachers at the building level. In the focus group setting, not only did the participants need to develop trust for me as the unfamiliar, but also there needed to be a level of trust between peers. In order for open and honest dialogue to take place, this trust needed to exist. Even though I ensured their privacy and anonymity, participants had to believe they had the same assurances from the other participants in the focus group. This complicated issue of group dynamics could have potentially stifled the conversation.

Finally, using interviewing as the primary source of data collection, the researcher must be aware of personal biases and how they may influence the investigation. As LeCompte and Preissle (as cited in Merriam, 1998) observed, qualitative research “is distinguished partly by its admission of the subjective perception and biases of both participants and researcher into the research frame” (p. 92). Because the primary instrument in qualitative research is human, all observations and analyses are filtered through the human being’s worldview, values, and perspective. It might be recalled that “one of the philosophical assumptions underlying this type of research is that reality is not an objective entity; rather, there are multiple interpretations of reality” (Merriam, 1998, pp. 22-23). The researcher brings a construction of reality to the research situation, which interacts with other people’s constructions or interpretations of the phenomenon being studied. The final product of this type of study is yet another interpretation by the researcher of others’ views filtered through his or her own. By acknowledging the potential of such bias, I am conscious of its existence and can be cautious of its effects.

Summary

Every effort was made to establish a sound research design and methodology for this study. To answer the exploratory questions, I incorporated two specific means of collecting data: (a) semi-structured interviews, focusing the discussion on personal experiences and perceptions, and (b) a collection of historical data or documents. The data generated from these sources provided valuable insights into employer/teacher relations in public schools.

CHAPTER III

PRESENTATION OF DATA

Introduction

In my efforts to explore and describe employer/teacher relations in public schools, I employed a case study design to gain an in-depth understanding of the situation and the meaning for those involved. Case studies are differentiated from other types of qualitative research in that they are intensive descriptions and analyses of a single unit or a bounded system (Smith, 1978). The boundedness and the behavior patterns of the system are key factors in understanding the case (Stake, 1995). A researcher may jointly study a number of cases in order to investigate a phenomenon, population, or general condition. Multiple-case studies involve collecting and analyzing data from several cases. Stake (1995) called this “collective case study.”

In this chapter, I will present and analyze the data from three separate case studies. Each of the three school districts represents a case of employer/teacher relations, but serves to assist us in understanding the broader issue of employer/teacher relations in public schools. To gain insights into employer/teacher relations at the district or organizational level, I interviewed the central office administrator with the primary function of personnel, as well as the union president. To explore the relationship at the building or individual level, I interviewed a building administrator at the high school, the middle school, and one of the elementary schools, as well as a focus group of teachers at each of these buildings. The following data and analysis are the result of an in-depth interview process, a review of the Master Agreement between the union and the board of

education, and a review of grievances and letters of agreement between the parties in each of the three school districts.

Analyzing employer/teacher relations necessitates exploring the interaction system between the two parties. Interaction between the employer and the teachers includes the processes for contract bargaining, managing internal differences (conflict resolution and problem solving) and decision making; the strategies for engaging in those processes (forcing, fostering, and/or escaping); and the structures to support the existing processes (communication channels and frequency of communication). As I explored the existing relationship in each of the three case studies, the data collection focused on all of these components.

District 1

District 1 is an urban fringe, mid-size city. The total district population is approximately 14,230 people, with a total K-12 school enrollment of 2,881 students. Within the district there are three elementary schools, one middle school, and one high school.

District/Organizational-Level Employer/Teacher Relations

In District 1, there is a joint emphasis on mutual goals. Furthermore, the employer and the union openly acknowledge the shared philosophy that a cooperative and collaborative working relationship helps to ensure the realization of their mutual goal of establishing and maintaining quality programs for children. The recognition of the mutual effort is referenced in language setting forth the purpose of the bargained Master Agreement between the board and the association. The agreement states:

Whereas, the Board and the Association recognize the mutual effort in education programs can lead to improvement in the District 1 Public Schools and tends to

improve the morale of the teaching staff; . . . it is hereby agreed as follows: (p. 2).

The statement also references that the parties acknowledge that viewing each other as partners engaged in a “mutual effort in education programs” not only leads to quality schools, but also positively affects the morale of the teachers.

Guiding the interactions between the two parties is their shared commitment to the educational programs in the district. The board, represented by the administration, and the teachers’ union, represented by the union president, communicate a recognition that, to achieve their mutual goal, it is important to establish a collaborative, trusting relationship. The Master Agreement between the parties offers further evidence of their commitment to establish a partnership as they pursue the mutual goal of establishing quality educational opportunities for children. The Master Agreement states:

Both the administration and the faculty agree to maintain effective two-way communication in an effort to work on the solution of problems in an atmosphere of good faith and mutual trust. They recognize they are partners in the field of education and that their primary concern must be directed toward the students they teach. (p. 6)

Not only does the language in the agreement recognize the idea of “partners” and the mutual goal of educating children, it also reflects the belief that two-way communication is a component of a collaborative partnership. The concept of communication will be addressed in more detail later in this case study.

The intention of a Master Agreement is to establish rules to govern behavior or the interactions between administrators and teachers while maintaining the rights of each party. As the Master Agreement prescribes behavior, it reflects the priorities of the parties. Of course, references in the Master Agreement to a “partnership” and “mutual goals” are just that, references. The question becomes “Does this written philosophy truly exist in the observable behaviors and the articulated belief systems of the parties?”

When asked about the role of the union and administration in the district, the assistant superintendent stated that the focus was not on the separateness of the union and administration. Instead, she stated:

We focus on a bunch of people who come to work every day and try to do the best we can for kids and parents. Now, we don't want to have our rights violated, but we somehow, at least in my opinion, have worked out ways to do that pretty successfully.

The statement made by the assistant superintendent communicates recognition of partners pursuing a shared goal apart from the written words. In District 1, the behavior of the union and administration is prescribed by their shared philosophy of achieving mutual goals through a collaborative partnership.

Bargaining the Master Agreement. District 1 engages in "expedited" bargaining. Both sides may bring up to three issues to the bargaining table, to be discussed and resolved over a limited period of time. The parties discuss the issues from their own perspective and together they generate potential solutions. This represents an integrative approach to bargaining. By definition, integrative bargaining requires parties to share power and responsibility for decisions at the bargaining table. As parties engage in open, honest dialogue about their individual positions and share accurate information, it allows for an equalization of power between the parties. It must be noted, there has to be an existing trust level between the parties, for the integrative approach to bargaining to be successful. The union and the administration have to believe that what the other is saying truly reflects the reality of the situation.

The assistant superintendent described the tone of bargaining, stating:

The tone of bargaining is usually one of compromise. We, the superintendent, with his leadership, are very much interested in cooperative agreements. And though the board and the administration don't want to give up the ship, we try to reach a position where we can both save face, and you know, and do what's best

for the teachers. We have really been pretty open and honest in the last two contracts, sharing financial information with our teacher negotiators.

The assistant superintendent acknowledged the administration's efforts to openly share relevant data with the union, to assist with the bargaining process. It was her belief that the administration's effort to establish or maintain trust had been recognized by the union, as reflected in her comment: We also have a very trusting relationship with our financial person, and the bargaining unit. They believe that what he is telling them is the truth. And so that trusting relationship takes us a long way."

The union president also acknowledged the relationship at the bargaining table, stating:

We try really hard usually to get along with the administration. We realize that there is a give and take. And we do our homework really well, figuring out how much actual money there is in the pie. And what we think would be the amount of money we should be dividing up. . . . On the whole, we've gotten along well, and been able to accomplish the goals that we want.

The parties willingly engaged in an integrative approach to bargaining, recognizing the benefits of such an approach. The union president stated: "I think our superintendent that we have now, and the one we had before, I think their goal [has been] to get a contract in place, so that we can run the school smoothly. And I think that our association is that way too."

However, both parties indicated that a cooperative settlement would not be at the expense of their individual bargaining goals. In other words, the administration and union communicated an understanding of their responsibility to represent their parties in getting a fair settlement. In order to do this, both parties spoke of engaging in open, honest dialogue, and explaining each issue from their individual perspective. In the end, the parties acknowledged that an agreement was reached that reflected common ground.

The assistant superintendent told a story about bargaining that reflects the sharing of power, through open and honest dialogue. The administration told the union how much money was available to their employee group, based on the given budget constraints. She explained the interaction with the union:

About 11:00 p.m., the head negotiator for the teachers came in and said, "Are you going to insist on Tri-Med (health insurance plan), because if you are insisting on Tri-Med, we're going home." And the superintendent said, "The pot is yours, we'd love to have you take Tri-Med, because we think it makes sense. But if you can't do that, then you understand that you're going to take less raises." The union indicated that "Yes, we understand; fine, we'll settle the contract with you."

She continued: "It doesn't matter to us how you spend it. Do you want to put it in raises? Do you want to put it in insurance? Do you want to put it in extra-duty contracts? Do you want to put it in what half the peers wanted to put it into, elementary planning time?" She summarized:

So, they came in with their priorities. Elementary planning time was number one; keeping their insurance was number two; and wages were number three. And they had the pot and they negotiated. . . . So a big chunk of the pot went to guarantee elementary planning time, to help with equity with secondary teachers. That was a high priority for them. We costed that out together. They knew how much it would cost and we knew how much it would cost, over a three-year period. And as a result, a settlement took place.

Each party knew their individual bottom line, shared the information with each other, and reached a solution meeting the needs of both the union and the board. The board stayed within their budget constraints and the union was able to maintain their existing health insurance and gain additional planning time for elementary teachers. Based on the example, the board communicated only the amount of the existing funds and did not dictate how the funds would be allocated.

For this type of bargaining to be effective, it is important for all individuals at the table to value the integrative approach. In District 1, the previous two contracts had each been negotiated over a two-day time period and involved only district personnel. In other

words, the union did not engage the services of the MEA Uniserv director, a trained negotiator employed by the MEA, and the board did not employ a lawyer to lead their negotiating team. Instead, administrators and teachers discussed the “shared philosophy and understanding of the district” and commented on their “successful bargaining experiences without the services of ‘outsiders.’” The union president stated:

The couple of times that I negotiated personally on a bargaining team, I think we had more problems with negotiations brought on by outsiders. The Uniserv director versus the MASB person. I think we had more trouble that way than we did when we sat down as colleagues and people and said, “This is what we need, this is what has to happen.” And, we’ve always had pretty good relations that way and we’ve had pretty good contracts.

Again, the parties verbalized a belief that this approach solidified the collaborative relationship and shared philosophical approach to labor relations that prescribed their interactions.

Letters of agreement are a means to reach understanding between the parties, apart from the traditional bargaining table. In the past five years, District 1 had entered into six letters of agreement, addressing a mutual understanding of specific issues. These issues included definitions of the “instructional day,” contact time for middle school teachers, pay rates for extra-duty positions, a retirement incentive, and insurance benefits. The timing and content of the letters of agreement are evidence of the willingness of both parties to discuss and resolve issues on a continual basis. The letters are physical evidence of both parties’ verbalized commitment to reaching collaborative understandings, on an as-needed basis, rather than waiting for the bargaining event dictated by the expiration of the Master Agreement.

Managing internal differences (conflict resolution and problem solving). As the parties managed differences, a “fostering” strategy was primarily utilized, involving a more cooperative approach to achieve a specific goal or resolution. The parties engaged

in frequent or continuous, two-way communication that was initiated through both formal and informal channels. In District 1, there were opportunities for employees' voices and participation in managing differences. The union and the administration communicated a shared belief that both sides had something valuable to contribute to the processes involved in managing differences (conflict resolution and problem solving). The power of the teachers' union was derived from their ability to contribute value to these processes.

As the union and administration engaged in the processes of resolving conflict and problem solving, they initiated frequent, two-way communication. Both parties communicated their commitment to hearing the perspective of the other party, listening to the other's viewpoint, and generating potential remedies to alleviate the conflict. The approach to problem solving also tended to involve dialogue between the parties in an attempt to generate diverse solutions. The expectation of or commitment to this type of communication is addressed in the Master Agreement:

Representatives of the Board and Association bargaining committees will meet at the request of either party for the purpose of reviewing the administration of the contract, and to resolve problems that may arise or other matters not specifically covered by this Agreement. (p. 8)

The assistant superintendent communicated her belief about the importance of involving others in managing differences, as reflected in her statement: "The most effective way to solve a problem is to get the players together at the table."

The Master Agreement addresses the issue of involving those who are directly related to the problem or conflict at hand and sets up formal communication channels:

The Board's designate shall meet with the Association's designate at agreed upon times to discuss mutual concerns. (p. 4)

The Superintendent and/or his/her designate shall meet with the officers and representatives of the Association at least once a year to air mutual concerns and problems. . . .(p. 4)

The assistant superintendent acknowledged the formal communication channel established by the Master Agreement, stating,

A couple of times a year, last year once actually, the Union invited the Superintendent and [me] to come to one of their meetings, and at that meeting they told us about issues. But usually, it's kind of as you need, as you go basis. If there's a problem, they can just call. Got something going on here. We want to meet with you. We're pretty accessible to them.

The union president referred to similar formal communication, commenting,

Well, we have a time when the superintendent and assistant superintendent come over and sit down and answer questions from the union board. And it's usually to bring up issues and let them know what our concerns are, and why we feel the way we feel. And he listens. He doesn't necessarily always do what we want him to do, but we got to say it. You see what I mean? And we sat down and we talked about it as a whole board and as a group.

Both parties described the established two-way communication positively and considered the dialogue to be meaningful. The union president said she believed there was a "genuine" interest in listening to their perspective.

Even though formal channels of communication had been established, communication was generally initiated through informal channels. The parties described the communication as intentional and continuous, with both parties initiating dialogue when an issue began to surface. The assistant superintendent commented,

I would say we never, never is a pretty strong word, we almost never communicate formally with the union, without first informally having a conversation. For example, when we wanted to work on Tri-Med in the district, the superintendent went over and talked to the union people about Tri-Med. What do you think? He got some input, before he ever put a letter out about Tri-Med. So, our communications with the union are pretty informal. Hence, we probably don't have a lot of grievances, because we resolve issues in a very informal way. We talk to them. They talk to us. We let them know what's going on. We try not to have surprises.

When asked, “How often do you have contact with central office administration?” the union president replied,

As often as I want. I walk across the street if I have something, I pick up the phone and I call and I can ask for the superintendent or assistant superintendent any time I want. One thing, the superintendent is very open to listening to staff members. It doesn’t have to funnel through me. If some teacher has a concern, they can go over there. He’ll listen. It doesn’t mean he’s going to do what they want him to do, but he’ll listen. And, if it’s something that he can fix, or work with us on, he’ll do it. I don’t feel like I have limited access at all. I feel he has access to me any time he wants to, and I have access to him. But I don’t think that we ought to interrupt each other too much unless it’s an absolute emergency.

The union and administration used both formal and informal channels of communication to manage differences. They described the communication as frequent and purposeful. If the administration or the union initiated conversation, the parties “trust that the issue is of importance.”

Administration made an effort to gain the insights of the teachers when attempting to manage differences. Furthermore, both parties acknowledged a shared philosophy that involving the teachers would enhance the outcome. The union president stated:

I’ve never experienced a big dictatorial type of thing in the whole 30 years I’ve been here. That’s not how it works here. . . . I think they really try not to be dictatorial. They try really hard to say to us, “How can we work this out?” I think that helps us as a district. I think it makes teachers work better, and I think it gets the teachers on board with most of the projects that they [administration] want to put through.

Instead of using one-way communication and dictating outcomes, the administration engaged in a “fostering” strategy as they engaged the union in managing differences.

The administration in District 1 said it had found it beneficial to engage the union in problem-solving efforts. The parties discussed the situation and explained the “problem” from their individual perspectives. It was through this discussion that a solution was generated that served the needs of both parties, allowing each a level of

success but not at the expense of the other. The union president offered an example of a successful joint problem-solving effort:

The contract was settled, and the administration approached us about a buy-out and teachers retiring. Well, the problem was there was a teacher the superintendent did not feel was effective in the classroom. In order for the teacher to retire, he needed to be able to buy a couple of years of service. This teacher had been in the district for 20-some years. The superintendent called me and explained the situation and asked, "What can we do?" I did not feel it was appropriate for the district to target a buy-out for one person. This would send the message to the community that the teacher was "flawed." Plus, we would be negotiating a contract for one person. So, we sat down and we talked about it, and we were able to set it up so that it was open to six positions and there were 25 to 30 teachers eligible to take advantage of the agreement and retire. That was a case where the administration didn't come down with a dictatorial position and make a decision. They came to us and said, "Can we work this out?" In the end it helped our unit, but it also helped them.

In this scenario, the union and administration generated a solution by communicating their individual perspectives of the problem. Keeping in mind the goals of both parties, they were able to develop a solution, which both claimed met their needs and was mutually beneficial.

The union president offered another example of administration engaging the union in joint problem-solving efforts. She explained,

As president, the very first thing that happened to me was that we were having big construction at the school, and I mean major. Well, the construction people couldn't meet the deadline to start school. The administration called me in and asked, "Can we modify the contract here to start school later?" Well, we all took a tour through the place and yeah, it wasn't safe for students and it wasn't safe for staff, and so we sat down and we modified the schedules, to make it work.

Again, the administration sought the union's assistance with addressing an issue or problem that was going to affect their mutual goal of educating students. As a result of a collaborative approach to problem solving, the union and administration were able to agree on a viable solution that both believed would positively affect teaching and

learning. This agreement was reached through dialogue and the sharing of power and the sharing of responsibility for delivering the program.

The union and administration spoke of mutual trust and respect, and communicated their belief that this had affected the success of a collaborative approach to problem solving and conflict resolution. The assistant superintendent stated:

I think that primarily people feel that the system works. They trust the central office people. Their association representatives are successful. You know at the building level resolving whatever the differences are. If in the rare instances that a teacher might come over here to talk to the superintendent or me, we're able to resolve that with a discussion. And it doesn't have to go to a formal level with the union. I think it has a lot to do with trust. People trust each other.

In resolving conflict, again, the parties engaged in two-way dialogue, attempting to reach a resolution that would address the needs of the union and administration. The assistant superintendent offered the following example:

We had a teacher two years ago who did come into central office. There was a new principal, and she felt like she was being treated unfairly. She was a probationary teacher. We were working on really improving her in the classroom. She really did need to have some help. She was not able to take constructive criticism very well, was frustrated, came over here, and bared her soul and said "I'm not being treated fairly." In that case, she was very frustrated with the evaluation, but we were really able to meet as a group. It was a large group that time. Again with the group stuff. Group therapy or something, I don't know. It was a large group. It involved the principal, the superintendent, myself, the union association representative, and the Uniserv person at that time. It wasn't a grievance. It was a conversation about evaluation. I think when we left that meeting, everybody had an understanding of where we were going, that we had a right to evaluate a teacher, that we had a right to try to improve instruction. The teacher had issues, she needed to maybe be more open minded. But a year later, as a result I think of that meeting and kind of talking it out, the teacher actually went up to the principal and thanked him for hanging in there and trying to make her a better teacher. In that meeting, I think the Uniserv person was kind of adversarial. But I felt like the association representative saw both sides and was very helpful in counseling the teacher to . . . that was the person who worked with her. Very helpful in bridging . . . listen, these aren't the bad guys. You know, let's give them a chance. The union was very helpful.

She continued,

We in the past have had a very, very good trusting relationship with the union. And I think that has taken us a heck of a long way. Because they don't feel like we're out to get anybody. They feel like if we really do look at dismissing a teacher or if we really are reprimanding, that we probably have good reason. So the union, the local union people were very helpful in helping us resolve that situation.

The grievance process is one method of resolving conflicts. In general, a grievance process is considered to be "adversarial" in nature. It is initiated when a bargaining unit member or the union believes the terms of the Master Agreement have been violated, infringing on their employment rights. In general, the grievance process forces the administration to hear the concerns of the union, and it ensures due process.

The formal grievance process, as outlined in the Master Agreement, encourages dialogue to resolve the issue, before reducing it to writing. It states:

Level One - A bargaining unit member or the Association believing that an alleged violation of the express terms of this Agreement has occurred, shall within ten (10) days of its alleged occurrence orally discuss the grievance with the building principal in an attempt to resolve the same. (p. 11)

Initiating a written grievance as the sole means to resolve issues would contradict the philosophies and behaviors exhibited by the union and administration.

In District 1, one way the administration minimized the number of grievances was to seek the expertise of the union leadership. In an attempt to "clarify or validate" administration's understanding of contract language, the administration would dialogue with the union about their interpretation of the specific language in question. The assistant superintendent stated:

I think we bring the union in when we have . . . when there's a question about interpretation of contract lines. I would without hesitation call the union president and say, "Okay, we have a situation, this is how I'm interpreting it, what's your recollection?"

Verifying the meaning of contract language might validate the administration's action, or a discrepancy in the interpretation might surface. If this was the case, the union and

administration would discuss the differing interpretations, come to a common understanding, and avoid a grievance for a misapplication of the language.

In District 1, the union had filed no formal grievances over the past five years. However, this does not mean that conflicts did not exist. Instead, the parties described their efforts to resolve the conflict through open, two-way communication. The parties communicated their commitment to “hearing and addressing the concerns of the other,” rather than forcing the issue into the adversarial process of the grievance procedure. The union president stated, “[This is] not to say that we haven’t had some problems and things that we disagree with, but most of the time, we’ll go over and sit down and work it out. And we’ve been able to do that without having to go to that extreme.” She continued,

There’s not a lot of juicy stuff. I’m sorry, but we haven’t had a grievance in five years. And that is not to say that I haven’t gone over there and talked with the assistant superintendent and said, “Look, this teacher has been on staff for almost 30 years. There was a slip-up here, and she didn’t do what you wanted her to do, it was not intentional, you put a letter in her file, can we get this letter out, if she does this, this and this.” The administration’s intent was not to crucify her, either. And we were able to work that out and get the letter out of the file. The teacher felt better about it; the administrator involved that had to give it to her was happy too. But, we’ve been able to do those kinds of things. I hope that continues. That’s kind of what we want to do.

Administration and the union identified a “a conscious and intentional” effort to engage in two-way, continuous communication to manage differences (conflict resolution and problem solving). They said managing differences through open and honest communication allowed varying perspectives to surface and promoted a resolution that was viewed as fair and satisfactory to both parties. In this structure, the parties primarily engaged in a fostering strategy, and both said they had experienced success with this approach.

Decision making. The approach to decision making in District 1 was dependent on the type of decision. There were some decisions that had to be made at the administrative level, due to the nature of the decision. However, if the decision would have an impact on teachers, the district involved them in the process. It was the belief of the administration that seeking insights from teachers would only serve to better inform the administration as decisions were made. The teachers might be used as resources or sources of information to guide the decision-making process. Resulting decisions often had the support of the teachers because they were part of the process.

The assistant superintendent reflected on the types of decisions addressed by administration. She defined the roles of administration and teachers in the decision-making process, stating:

There are really three types of decisions. Here's this issue and I want you to solve it. It's your decision, fine. Or, here's this issue and we're going to work on it together and decide it together, or the third kind where I would say, here's this problem, I would like some input from you, but I'm going to make the decision. Not everything is a group decision. I do think you have to clearly think about who's going to make that decision when you get all done. I think you get into danger sometimes with staff and personnel when we share problems with them and talk about the problems with them and lead them to believe that they're going to be able to make the decision, when we don't . . . in the end, we are only gathering input.

Depending on the type of decision, teachers might or might not be brought into the decision-making process. At times, insights from teachers were used to inform administrative decisions. At other times, teachers were active in making the final decision. In any case, administration expressed the importance of communicating with teachers from the beginning and defining their actual role in the specific decision at hand.

The district had found benefit in using the union's insights and perspectives before making final decisions. The administration communicated their belief that if the

union was actively engaged in the final decision-making process, it promoted commitment to and support for the outcome. The superintendent commented:

We sometimes bring the union in when we want to start, let's say an initiative. For example, let's say we think it's a good idea to contribute money or donate to some huge cause; we would bring the union in to get their support. So that together we launch a project of some kind. We would do that, seek their cooperation. Another example, you want to come in and interview people. We, we have to talk to the union about that. Asking them, "How do you feel about that?" You know, we just ask.

The union president stated, "Administration is pretty good about running decisions by me, as the president, or bringing in myself and maybe asking me to bring along a couple of people from the union, that I think might be helpful to the situation. We'll sit down and we'll talk about it." The union felt a part of the decision-making process. They acknowledged that they contributed value to the final outcome, again reinforcing the sharing of power and responsibility in District 1.

The Master Agreement acknowledges the district's commitment to seeking input from teachers in the decision-making process. As decisions are made at the board level, regarding policies and regulations, the union is offered an opportunity to communicate their perspective on the issue. As an example, the Master Agreement states,

The Association will be notified in advance of any pending policy adoption and shall have the opportunity to inform the Board of its position on proposed policy. The Association shall have the opportunity to recommend areas in which policies might be adopted or changed. (p. 5)

Another reference in the Master Agreement to the union's opportunity to communicate their perspective reads:

The Association shall have the opportunity to inform the Administration of its position on proposed rules and regulations. The Association shall have the opportunity to recommend areas in which administrative rules and regulations might be adopted or changed. (p. 5)

The Master Agreement reflects the board's and union's beliefs that teachers offer a valuable perspective when making administrative hiring decisions. The Master Agreement reads:

The Board recognizes the contribution that bargaining unit members can make in the selection of building level administrators. It is hereby agreed that the Board shall involve bargaining unit members in the selection of a new administrator according to the following procedure. . . .(p. 31)

Even though the board makes the final decision in the selection of a new administrator, it has been clearly communicated that teacher input is an important and valued part of the selection process. The role of teachers in the final decision has been clearly defined, and their contributions to the process will inform the board's final decision.

The commitment to involving teachers in decision making and problem solving is also evidenced in the use of joint committees. A Class Size Relief Committee composed of two bargaining unit members and two representatives of the board, as well as a timeline for addressing a class-size overload, is established by the Master Agreement. The purpose of this committee is to review the circumstances surrounding a class-size overload and formulate a recommendation to the superintendent. Other joint committees exist around interviewing panels, developing guidelines for the sick bank, making curriculum decisions, and revising the teacher evaluation process. In all instances, administration and teachers come together to share their expertise and offer insights, in an effort to produce an enhanced outcome. The superintendent stated,

I think we're very open on both sides to having joint committees to work together if something arises. And we've don't it around the evaluation tool. We don't think about it as, "Oh, I'll get a union together to do this." We think about it as, "Let's go get some people together to work on this."

Often, there isn't an "us" and "them"; it is a working relationship based on "we."

Forming such partnerships relinquishes some of the employer's "power," enabling labor

to derive some power from its ability to contribute value. It also reinforces the concept that the administrators and union are working together for the mutual goal of maintaining an effective learning environment.

A philosophy and approach similar to that utilized for managing differences was used for decision making. If the decision was going to affect the working environment for teachers, an approach based on two-way communication, seeking input from others and allowing varying perspectives to surface, was initiated. The insights generated by the various parties, guided the decision-making process. District 1 acknowledged all types of decisions and recognized that some decisions were best made as a partnership, some decisions were best made after considering varying perspectives, and other decisions were best made by the administration and the board.

Summary of district/organizational level relationship. At the district or organizational level, District 1 had established and maintained a cooperative, collaborative employer/teacher relationship, based on mutual trust and respect. It was the belief of the union and administration that this type of relationship helped the parties realize their mutual goal of maintaining a quality educational environment. Furthermore, the mutual commitment to engaging in a partnership based on a cooperative approach to their interactions dictated or prescribed the behaviors of both parties in the relationship.

The union and administration engaged in an integrative approach to bargaining the Master Agreement, seeking mutually acceptable outcomes that addressed the needs of both parties. In this relationship, there was a significant sharing of power and responsibility for the functioning of the organization. The prescribed behavior in the district was primarily a “fostering” approach, where input from both the union and administration was sought and valued. Resolutions or outcomes were not forced on

either party; rather, the parties used both formal and informal communication channels to engage in what they characterized as “open and honest” two-way communication. Both parties communicated a belief that gaining the other’s perspective promoted diverse solutions and added value to the outcome.

In general, the union and administration had a history of shared successes, resulting from a cooperative and collaborative approach to the relationship. Both parties acknowledged and respected the mixture of partnership and representative roles they had to assume as they engaged in the employer/teacher relationship at the district or organizational level. The union president summarized her perspective on the relationship, stating:

This is not a relationship based on animosity. We’ve been able to do a lot of give and take. A lot of times the Uniserv directors are amazed at what we’re able to accomplish. And they will back off and let us do this because we can work it out. I think it’s a good place to work. And most of the teachers in this district think it is too.

Building or Individual-Level Employer/Teacher Relations

The employer/teacher relationship also exists at the building or individual level. The processes of managing internal differences (conflict resolution and problem solving) and decision making occur at the building level between principals and teachers. Three building-level administrators were interviewed, which offered an opportunity for varying leadership styles. However, in general, the employer/teacher relationship at the building or individual level in District 1 tended to reflect the relationship at the district level. The relationships were based on a cooperative and collaborative approach, resulting in a commitment on behalf of the employees.

The joint emphasis on mutual goals exhibited at the district level also existed at the individual level. The teachers and administrators acknowledged the shared

commitment to interact in a cooperative manner, with the ultimate goal or outcome of establishing and maintaining quality programs for children. A building-level administrator stated, “The bottom line is we all want to make kids successful. And so, how can we do that? It’s through talking with each other; it’s through moving ahead and not being stuck in our little boxes.”

A focus group of teachers addressed the shared commitment of administrators and teachers to working together collaboratively, stating,

I think that this is at least one district where the administration and teachers seem to have a common goal, or at least pretty much similar philosophies. And similar ideas on ways to problem solve and the way to address issues in the school. So when you have that, things tend to run fairly smoothly.

A focus group of teachers commented on the “positive relationship” between the employer and teachers, stating,

I would have to think that part of it [positive relationship] has to do with the success of the district. As far as kids are doing well, they’re going on to colleges or work outside of their graduation. The community seems pretty happy with the school district. When you eliminate those kinds of issues from the district, then not many people are going to complain, no matter what the situation. I think both sides see things as being successful, as it is.

The teachers commented further, “I think it’s because we have been so successful, and the kids are so good. You know they’re not great kids, but you never have 100% great kids, but I think just because of success there is a good relationship.” Teachers and administrators at the building level said approaching the employer/ teacher relationship with this shared philosophical base had contributed to the perceived success of the parties, and ultimately the district.

The individual’s perspective on bargaining the Master Agreement. District 1 engaged in “expedited” bargaining at the district or organizational level. The bargaining process addressed a limited number of issues and occurred over a two-day period of time.

The parties utilized an integrative approach, discussing the issues from their own perspective, and together they generated potential solutions. There was a sharing of relevant information, and ultimately power, to assist the teachers and board in their efforts to find common solutions that would meet the needs of both parties.

The actual bargaining was done at the district or organizational level. However, the outcome of the bargaining directly affected teachers and administrators at the individual level. One administrator commented,

We've been fortunate; we have had a very good teacher/administrator relationship. The superintendent has been able to articulate and also provide documentation as to what this district can afford to do, and what they cannot afford to do and has laid that out to the bargaining members from the teachers' unit.

Another building-level administrator offered his perspective:

I think, over all, our process is a pretty positive one, in terms of we try to expedite the process. . . . I think it's real give and take. Of course, my point of view is that there is never one side that does better than the other, or takes advantage or anything like that. There's generally a compromise kind of a position where things end. Also, there's some kind of untouchables. There are some things that the union just absolutely will not ever negotiate about. And the administration feels the same way about some things as well.

The administrator's statement communicated his perception that cooperative settlements reached during the negotiations process would not be at the expense of the individual bargaining goals of the board or union. He communicated his understanding that the parties balanced their roles as collaborators and as protectors of those they represented.

Individual teachers also reflected on the bargaining process in District 1.

When asked about how bargaining was done, one teacher focus group replied, "It seems to get done pretty quickly compared to where I was. It wasn't long and drawn out, but it seems like there is a lot more communication between both administration and union here than in the other district I was at." Another individual teacher commented,

I think our pay increase was 2% across the board. And then in other districts, they got more. And that made us [feel] up the creek a little bit. But for the most part, I think it's pretty open. I think our administration does a decent job of trying to be honest with us. They're not out to get us. And other districts I've been in, everything was hostile. Here, obviously, I wish we got more, but I don't think they're out to get us.

I would say that the relationship between administration and staff is fairly positive, and I don't know if that's a good or bad part of negotiating. But it's good in the sense that it gets over with quick and there are not many disputes. But I think, on the negative side, we might not get as much as we would if there was a little bit more conflict there. Nobody really wants to offend the other side too much.

Even though the teachers might not have been completely satisfied with the outcome of negotiations, they communicated their belief that there was a sense of fairness about the process. Further, they said they viewed negotiations as a "cooperative effort where parties aren't attempting to take advantage of each other."

Individual teachers did communicate some concerns about expedited bargaining. Some saw the short period of time the parties actually engaged in the process as a "detriment" to the final agreement. Even though the teachers ratified the agreement, one focus group verbalized concerns about the time constraints and communication, stating:

When we were smaller, it was easier to understand the process and what the issues were. But as we've gotten larger, it's harder to feel like you know what is going on. It seems the process takes place, but I'm not aware of the product until it's too late . . . it's already been decided. . . . I felt like I didn't know what was going on.

Another teacher focus group shared the same concern:

They wanted it settled and they wanted it settled quickly, and we weren't given a lot of time to process it. . . . We didn't have time to analyze how does it impact us? Let's think about benefits and what exactly do they mean, and all of those pieces. It was all decided very quickly and you know, when it was all said and done, the general feeling was, Who voted for that? We didn't vote for that. . . . There were tradeoffs for the planning time at the elementary level; we didn't realize that. We all got the final pieces. I don't think there was enough communication.

One group commented on the expedited bargaining process and the limited amount of information available at the time of bargaining:

I don't like it [expedited bargaining] at all because I don't think we're aware of what funds are going to be available to try to bargain for. I think that's the biggest problem for me in this contract. It was settled early, with very minimal raise, and then come to find out there's quite a bit more money in the pool after we settled than we knew was going to be there.

Despite the concerns vocalized about the bargaining process, the teachers continued to express their "general" satisfaction with the employer/teacher relationship that existed in District 1. They communicated their belief that administration valued teacher input and respected them as professionals. Further, the teachers vocalized their appreciation of the collaborative relationship between administration and teachers.

Managing internal differences: Conflict resolution and problem solving. As the parties managed differences, a "fostering" strategy was primarily used, involving a more cooperative approach to achieve a specific goal or resolution. The parties engaged in frequent, two-way communication that was initiated through both formal and informal channels. The teachers and administration communicated a shared belief that both sides had something valuable to contribute to the processes involved in managing differences (conflict resolution and problem solving).

As the teachers and administrators engaged in the processes of resolving conflict and problem solving, they initiated frequent, two-way communication. Both parties communicated their commitment to hearing the perspective of the other party, listening to the other's viewpoint, and generating potential remedies to alleviate the conflict. The approach to problem solving also tended to involve dialogue between the parties in an attempt to generate diverse solutions. The expectation or commitment to this type of communication is addressed in the Master Agreement: :The principal and the Association Representative shall meet at least once each month for the purpose of

reviewing the administration of the contract and to resolve problems which may arise, unless they mutually agree that such meetings are not necessary” (p. 8).

Both parties said that the communication was intentional and frequent, with either party initiating dialogue when an issue arose. Administrators communicated their desire to maintain open communication channels with employees. They had established a variety of formal, one-way communication channels to keep teachers informed of relevant information, as well as formal and informal two-way communication channels allowing for the exchange of perspectives. When asked about communication channels, a building-level administrator explained,

First of all it's personal. It's one to one. We also have e-mail, periodic staff meetings, a weekly memo, other memos. I think that by and large we do a pretty good job of getting information out to staff, and keeping them informed of timely issues. . . .The weekly memo gives them an outline as to what my schedule looks like through the week, so that if they need to get in touch with me, they know exactly when and where I'm going to be in the building, or if I'm going to be out of the building. . . .We try to provide staff communication on a regular basis.

The other administrators listed similar communication channels. The teachers said they recognized and appreciated the administrative efforts in this area and commented, “The administrators are always out in the halls. . . .They are always available, accessible.”

Another teacher focus group stated, “There's an open door policy. If we seek them out, we can have informal conversations. They're very approachable.” Both parties said they recognized the value of communication in maintaining the existing employer/teacher relationship.

Respondents declared that the power of the teachers was derived from their ability to contribute value to the processes involved in managing differences (conflict resolution and problem solving). Both parties communicated a shared philosophy that involving the teachers would enhance the outcome. The building-level administration offered

examples of how they actively sought and valued teachers' contributions and input.

When asked about problem solving at the building level, one principal commented,

Depending on the problem, we try to involve the people that are involved. . . . Generally we try to work as a team. Approach the problem that more heads are better than one kind of a thing. There are some problems that pretty much administratively get solved by myself. I think that's okay.

This same administrator acknowledged the importance of seeking teacher input, but admitted that the final solution might come out of his office. The teachers in this building commented,

I feel like when there is an issue and we aren't all united as a faculty on what should happen, I think our administrator calls it. You know, I think he listens to us and what we have to say, but I feel like he makes his choice and we all live with it. Some examples would be gum chewing, backpacks in classrooms, [and] kids wearing bandanas and hats. As a teaching staff, we couldn't reach agreement, so administration made the decision.

In this particular building, input was sought by the teachers and taken into consideration by the administration. However, the teachers communicated an acceptance of the practice whereby the principal dictated the final solution, once the varying perspectives had been heard.

Often times, problems or issues were addressed in small groups, with recommendations made to the larger faculty. A focus group of teachers commented,

We'll start in a staff meeting and we'll have lots of different opinions, and it just doesn't seem to go anywhere. And then the administration will say "Okay, if you're real concerned about this and you want some input, we'll set up a committee." The committee will meet on the issue and offer input. Then a rough draft will be in our mailboxes for any comments. There is ample opportunity to give your input. I mean, there is tons--more than is needed sometimes. We appreciate that. I mean, I do.

The teacher focus group continued,

If there's a problem, they [administration] usually ask for our input. So, there's not a lot of "This is the way you're going to handle this problem." It's more of a small group and/or staff input. I think you see that, at most of the staff meetings when problems do come up that need some work done on them, that both the

administration and the staff tend to go on the basis of “Let’s form a committee to go solve this problem.”

The grading policy is an example. We were on a scale of 4.3, where there were A+’s involved, and a committee was formed to discuss whether or not that was a good option. . . . There were varying viewpoints on the faculty. . . . After researching what some other districts were doing, we went back to the 4.0 system with the freshman class.

A building-level administrator commented on problem solving:

I try to get staff to talk things through in small groups and try to develop some type of consensus to solve that problem. But what I’m finding is that people just want me to solve the problem for them. It’s not my style. So I’m trying to teach people that we can problem solve together. . . . But we’re at the very beginnings of trying to create that kind of an environment. I think that comes back to trying to trust me, and what my role is in working with staff and working with kids.

For example, the literacy grant. I kept telling them, “It’s not for me this program is being developed. It’s being developed for you in the classroom. What are your needs? How do you think things should be done?” And trying to get that kind of discussion going with people. . . . So we do it in small groups, and then the small groups make recommendations to the whole group.

Both parties said there was a belief that teachers could make valuable contributions to the process of problem solving. Building-level administration identified “intentional efforts” that were made to promote opportunities for teachers to share their expertise in finding acceptable and viable solutions.

Administrators and teachers said that resolving conflict at the building or individual level was usually accomplished through “open and honest” communication. When a building-level administrator was asked how conflicts were resolved in her building, she explained,

For example, morning announcements. One of the things that I always thought was a welcoming thing to do, was just to let staff know that today in a certain teacher’s classroom there was a substitute. . . . People felt this was a major infringement on their privacy. . . . I explained my rationale, but it was a battle I didn’t want to fight. The association representatives came and sat down and talked with me. And we talked it through and it was fine.

The building-level administrator shared her commitment to dialogue and to listening to varying perspectives on an issue.

Administration communicated their respect of the contract and their value of the collaborative relationship between teachers and administrators. They said their goal was to resolve conflicts in a fair and open manner. When asked about resolving conflict at the building level, one administrator stated,

In this district, I would say that if there is an issue with the union on a certain issue, I think we have a responsibility to find out the legitimacy of the issue. And if we're not in compliance or we're not doing things the right way, then it's our responsibility to make sure that it's done in the right way.

Another administrator reflected on his commitment to sharing perspectives and valuing that process. He stated,

In dealing with conflict, I deal directly with the teacher. You know, I think a good part of our staff feels comfortable coming in and talking with me, or now that we have teams, the team certainly will. We just sit down with the team. You know a lot of it is just sharing and venting, getting things off their chest and letting them know how you feel. And then you try and come back and talk about the global picture, the big picture, all the kinds of things you can do.

Both parties communicated that they had experienced success at resolving issues in this manner.

Teachers at the building level communicated their belief that their thoughts and feelings were heard by administration and that the outcome was just. A teacher focus group commented on resolving conflict, stating,

But, I think things that would make me unhappy probably aren't contractual things. They're more just things that you need to talk to them, talk to an administrator in person and find out their perspective on something. You know, if it is a parent contact, and they decided, they set up something to do to help a student without referring to the teacher first, those kinds of issues

Teachers emphasized the initiation of two-way dialogue to resolve issues with administration.

One focus group of teachers described an interaction with administration related to the process of mapping the curriculum. The administration engaged the services of

outside consultants to assist with this task. The teachers started to offer feedback on how “bad the people were doing.” The focus group continued, “The administration really listened when we told them this is why we don’t want to do it. They said okay, got rid of the people, and got our own people to do it.” The teachers said the conflict was “easily resolved” and attributed this to open, honest, two-way communication between teachers and administrators. Further, they communicated the feeling that administration valued the input of the teachers and remedied the situation.

The grievance process is one method of resolving conflicts. In general, a grievance process is considered to be adversarial in nature. The grievance process forces the administration to hear the concerns of the teachers and ensures due process. In District 1, the union had not filed a formal grievance in the past five years. When teachers at the building level were asked about this fact, they responded,

Because we both follow the rules. If you can read the contract and understand what it is saying and you follow the contract, why do you need grievances? Or if you can go to the administration and say, “Hey, you’re doing something that’s not quite right.” And they go, “Oh yeah, we are and we shouldn’t be doing that.” That’s kind of what happens, I think. I mean, they do something, they violate something, I think they try to solve it first before it gets to that grievance process. I think that’s a good tribute to the leadership we have in the union and the leadership we have in the administration. They understand.

An administrator explained the lack of grievances, stating:

I have a responsibility to follow the contract. . . . I have a responsibility to the association representatives in terms of letting them know if there’s going to be any kind of a suit in hand, if it’s a contractual issue, whether it’s one person or as a whole. I make sure I am aware of that from their perspective.

Both parties communicated their belief that there was mutual respect for the terms and conditions set forth in the Master Agreement. Furthermore, both the teachers and administrators communicated their commitment to discuss issues in an attempt to reach a

common understanding. Both parties said there was a general sense that “no one is out to get anybody.”

Administration and teachers at the building level identified a “a conscious and intentional” effort to engage in two-way communication to manage differences (conflict resolution and problem solving). They said that managing differences through open and honest communication allowed varying perspectives to surface and promoted a resolution that was viewed as fair and satisfactory to both parties. Within this structure, the parties primarily engaged in a fostering strategy, and both said they had experienced success with this approach.

Decision making. At the building level in District 1, decision making often involved input from teachers. The building-level administration said that they believed seeking insights from teachers would only serve to better inform the administration as decisions were made. The teachers might be used as resources or sources of information to guide the decision-making process. Both parties said they recognized that involving the teachers in this process resulted in decisions that were better received and generally had the support of the teachers.

The Master Agreement acknowledges the district’s commitment to seeking input from teachers in the decision-making process. As decisions are made at the building level, teachers are offered the opportunity to communicate their perspective on the issue. As an example, the Master Agreement states:

New approaches in staffing and scheduling may involve changes in the length and number of class periods taught and the number of students in a given class; however, such changes shall be implemented only upon mutual agreement between the building administrator and the affected staff. (p. 19)

The administration's approach to decision making at the building level was dependent of the type of decision. There were some decisions that needed to be made by the administrator, due to the nature of the decision. However, if the decision would affect the teachers, the administrator would involve them in the process. One administrator explained,

It depends on the circumstances. . . . There are times when I have to make decisions that I feel are best for the building, that I do solely from an administrative top-down. And then there's also times where there's a great deal of staff involved and we come to a consensus. I guess a good example of that would be last spring there was somewhat of a controversy in the fact that we were bringing a police officer into this building.

This would be an example of inclusive decision making, trying to come to some consensus on whether or not this would happen. And frankly, I'll be honest with you, I was in favor of bringing a police officer into this building because for me it was another set of eyes. It was an opportunity for kids to . . . you know, I wasn't looking for somebody to be walking through the hallways and be punitive to kids. Or looking to make things a little bit tougher around here. But what I was looking for was perhaps a connection between students and township police, to foster some kind of connection between those two groups of people, and to build relationships. And yet there was a certain segment of the staff that felt this was going to be detrimental to our school, not present the district in a such a positive manner. And so, after a lot of discussions, and the superintendent was involved as well, because he was in favor of doing this, lots of discussions, because of some of the dissatisfaction of the staff about bringing somebody in, as well as some of the community members' concerns about it, we decided against bringing in the police officer. . . . It was probably almost a two-month process of a lot of discussions, ongoing discussions, before we made that decision.

The teacher focus group commented on the decision-making process regarding the same issue:

The police officer in the building, there was a lot of people that didn't like it. And basically what the administration did was form some informational committees and decided, you know, instead of administrators coming down and saying we're going to have a police officer in the building, they let us voice our opinion and vote basically as buildings, I think. It came down to people in the building really didn't think we had a need for that. So we don't have a police officer in the buildings. I think the superintendent was really for it.

The focus group continued, "Rarely do we have a directive: You have to do this, or this is the way we're going to do it. The administration tends to be involved with the committees. They're just members of the committees and provide their input."

In another building, teachers had a direct influence on initiating the decision-making process, as well as the final outcome. The building principal gave the following example:

We had some teachers who went out and did some observations in another district, and they saw a program called Monday Morning meeting, where the whole school gets together and you start out the week together. Each classroom takes on a program and does something that has to do with character values, or maybe it's historical or whatever. And so as a building we decided we wanted to do that. . . . A small group of people volunteered to organize it.

Teachers said they thought the administration genuinely listened to their input.

Furthermore, they believed their input actually influenced the decision-making process, resulting in a sense of responsibility for resulting decisions and a commitment to the process.

At another building in the district, more of the decisions tended to be made by the building administrator, but only after seeking input from staff. He commented,

They're [decisions] primarily made through this office. I guess you have to look at the dynamics of the staff. Before me, I think there was a lot of voting on things. There would be a lot of meetings, you know, trying to figure things out about doing stuff, with very little action, a lot of inaction. . . . So as a result, basically our process, and I still continue it today, and sometimes to criticism, but that's the way I operate, is that we'll make the decisions through the office, but we'll have input. Whether it's meetings, or discussions, we'll have good input and feedback and all that kind of stuff. But we don't vote on anything. It's not by consensus. It's not that kind of thing; the decision comes out of here.

The teachers' account of the decision-making process was similar. They said they accepted the role of the teacher and administrator, and believed the process efficiently and effectively dealt with decisions.

Each of the three teacher focus groups articulated their feelings and were in agreement that “I’m happy to be here,” “The employer/teacher relationship here is pretty positive,” and “There is a positive atmosphere overall.” Furthermore, there was a sense that teachers behaved and were treated like professionals. One teacher focus group commented, “If you approach your job as a professional, they treat you as a professional and they let you go about and do your job. I think that’s the key as to why our school runs so well.” An administrator stated, “People are very professional here. Their first obligation is to the classroom and what is happening there.”

The teachers thought District 1 was a good place to pursue their teaching careers and had exhibited their commitment to educating children, specifically to educating the children in District 1. An administrator offered an example of this commitment:

I have to say, I have a great staff. And they are very, very supportive of the things that I’ve asked, that the administration has asked. A good example of that is just last two days; we’ve had a bond issue that just recently passed. And they [the teachers] were very, very, in my opinion, instrumental in getting that bond passed. They made sure that their colleagues voted, they made sure their spouses got out and voted. We have a large number of teachers that live in this district and send their students here. There are a large number of teachers that work elsewhere, in other districts, that send their children to our district. I will tell you that our own staff here was instrumental in making those contacts to those people and encouraging them to vote, in a positive manner, toward this bond issue. I have a very good feeling about this staff, and [I’m] very appreciative of the things they do for us.

At the individual level, in the areas of conflict resolution, problem solving, and decision making, the processes were similar to those at the district level. In general, the teachers and administrators at the building level had established and maintained a collaborative, cooperative, and trusting employer/teacher relationship. In this relationship there was a significant sharing of power and responsibility for the functioning of the building. The prescribed behavior was based on a “fostering” approach, where input from both administration and teachers was sought and valued.

Administration made an effort to approach conflicts, problems, and appropriate decisions in a collaborative way. In the end, the teachers demonstrated a commitment to participating in these processes, with a belief that they added value to the educational environment.

Other Influences on the Employer/Teacher Relationship

As I interviewed the various individuals within their roles, many communicated their view that the superintendent played a key role in setting the tone for employer/teacher relations in the district. The superintendent was viewed as promoting a cooperative relationship based on compromise and collaboration. This was evidenced by the response of a building-level administrator when asked about the relationship between the teachers and the administrators over time:

I think it's always been a good working relationship from my perspective. And I think it has to do with the leadership from the top. Our superintendent and assistant superintendent, I believe, have always been very, very fair and have been able to . . . and when I say fair, fair with not only the administrators in the district, but with all employees. Not just teaching staff, but support staff as well. And I think that that is a, for lack of a better word, just kind of an atmosphere they have created. And, I think I would hope the union would say the same, that there's a good feeling. I think there's a trusting feeling between administrators and teaching staff. Although I don't think you can go anywhere without having a feeling of distrust. Or [if] there is some distrust out there, I would say by and large, there's a pretty good feeling.

Also, it must be noted that there was little turnover in administration or of individuals in leadership roles in District 1. The same can be said about the union leadership at the district level, and the teachers at the building level. Table 3.1 represents the longevity of specific district employees.

Table 3.1

Longevity in District 1

Employee	Years in Current Position	Total Years in District 1
Superintendent	11	11
Assistant superintendent	3	32
High school principal	3.5	11
Middle school principal	11	11
Elementary school principal	3	3
Union president	4	30
Teachers	10*	10*

*Average years of experience of teachers participating in focus groups.

The assistant superintendent commented,

I think it's [the employer/teacher relationship] been pretty stable because the union leadership has been pretty stable. Administratively, we have been pretty stable in the district. But when we look at the number of new administrators we have, we realize that we have a lot of them. And yet they don't feel, for whatever reason, like they're brand new. We've done a decent job of hiring people that fit well with us.

This shared commitment to a collaborative relationship and the intentional behaviors that promote a cooperative environment had endured over time. As a result, the parties had experienced a history of shared successes, the collaborative approach had persisted, and a culture of cooperation and commitment had been established and maintained.

Summary of District 1 Case Study

Based on the collected data and resulting analysis, the existing employer/teacher relationship at District 1 can be categorized as cooperation/commitment. There was a cooperative relationship between the employer and the teachers' union, and a high level of commitment on behalf of the employees. According to the definition of a relationship

based on cooperation/commitment (see Chapter I), District 1 exhibited the following characteristics:

1. The parties placed joint emphasis on mutual goals.
2. There was a significant sharing of power and responsibility for the functioning of the organization.
3. The power of the labor union was derived from its ability to contribute value.
4. A mixture of partnership and adversarial roles for the parties was acknowledged.
5. Direct worker participation and representative democracy were considered important.
6. The parties relied on shared goals and agreed-on principles for prescribing behavior.
7. The parties primarily utilized the strategy of fostering when engaging in their interactive processes.
8. The parties engaged in an integrative approach to the bargaining process.

As illustrated in the presentation of data, these characteristics were evident in their approach to bargaining a Master Agreement, managing differences (conflict resolution and problem solving), and making decisions. There was also evidence that communication channels were both formal and informal, resulting in open and honest dialogue occurring on a frequent basis. As issues arose, the prescribed behavior was to initiate communication in an effort to promote a reasonable resolution. Both parties valued the existing relationship, acknowledging the history of its success in accomplishing the mutual goals and sustaining the shared philosophies. Finally, the respondents said that the employer/teacher relationship in District 1 was based on

cooperation and commitment that was sustained by the existence of mutual trust and respect between the parties.

District 2

District 2 is an urban fringe, mid-size city. The total district population is approximately 10,453 people, with a total K-12 school enrollment of 2,612 students. Within the district there are four elementary schools, one junior high, and one high school.

District/Organizational-Level Employer/Teacher Relations

With respect to the data collected in District 2, there was little emphasis on mutual goals. Neither the administration nor the union spoke of a shared philosophy that ultimately guided their interactions with one another. One reference in the Master Agreement states, “WHEREAS, the board and the Association recognize and declare that providing a quality education for the children of District 2 is their mutual aim and that the character of such education depends upon the quality of the teaching; and. . . .” (p. 1). In general, the Master Agreement prescribes behavior and reflects the priorities of the parties. Again, the question becomes: Does this written philosophy truly exist in the observable behaviors and the articulated belief systems of the parties? In the case of District 2, the “mutual aim” referenced in the Master Agreement did not have a dominant presence in the dialogue with the superintendent or the union president.

The roles of the union and administration tended to be traditionally defined in District 2. When asked about the role of the union, the Superintendent stated,

The union doesn’t actually make school a safe, fair place, because that is the administration’s role. But they hold the administration accountable for that.

. . . I think there is probably another role in relationship to helping leaders emerge from the teaching rank, and to contribute to the good of the district by helping to make employees more informed and more prepared to do their work.

He commented further on the role of administration:

We're to be darn sure that we do implement the contract in a way that ensures that it's done fairly, and with a sense of respect for the fact that the contract is not a weight or a burden, but it is a commitment. . . . It's like any relationship; you enter it with integrity, and we have a relationship so we should work to honor that relationship. . . . We should try not to be in a situation where we start to attack people.

The union's responsibility was to monitor the administration's actions and ensure that the membership's rights were not being violated. The administration assumed the responsibility of managing the district while respecting the terms set forth in the Master Agreement.

Bargaining the Master Agreement. Before the current superintendent, there was a traditional or distributive approach to bargaining. This type of bargaining had the function of resolving pure conflicts of interest. In other words, both parties presented their proposals or demands and engaged in a forcing strategy with the purpose of convincing the other party that each had the power and resolution to accomplish their bargaining goals. Instead of sharing power and seeking win-win outcomes, one party gained power at the expense of the other. The superintendent described the former process, stating,

The bargaining was done in kind of a traditional stance. . . . And it [agreement] would get hammered out and from what I can tell, having not been here, it was a painful process. That's what I observed upon arriving. Board members were proud that they have served. They're almost proud like a martyr is proud. Like you know, "They didn't take every ounce of my blood. I'm still standing." That kind of message made me believe that that wasn't satisfying. I mean, if it had been successful, they might have kept going with the process. And then I also had heard there was a certain amount of tension that seemed to play out before and after bargaining, so it never went away in relationship to how the association interacted with the authorities of the school. So that led me to make some recommendations as to how we might do it [bargaining] differently.

The union president described the former approach to bargaining, stating,

We've followed the adversarial model where both sides prepare proposals in advance. We share proposals. Sit down and argue about why we can't accept the other side's proposal. And beat each other up until we get tired of doing that, and then we get down to business.

He continued by describing bargaining with the previous superintendent:

We negotiated a contract, and we had the proposals from the board that I would categorize as, "Which limb do you want to cut off?" You know, we were given a choice of four very unacceptable proposals and we could choose which one to save them money. . . . Like double the steps to get to the top, eliminate longevity, eliminate terminal leave pay, or insurance co-pay. All of which were unacceptable to us. . . It was a very, very ugly contract. We went well into January or December. We had rallies. I had the state president of the MEA come out. We packed two board meetings. It was awesome.

Both the union and administration indicated there was an attempt to exhibit their own power, at the expense of the other party. They described the process as an "aggressive and adversarial" approach to bargaining.

The union and administration communicated their dissatisfaction with the distributive or traditional approach to bargaining and decided it was time to approach bargaining from a different perspective. Instead of a distributive approach, the union and administration decided to explore "expedited bargaining" with a more collaborative or integrative approach. By definition, integrative bargaining requires parties to share power and responsibility for decisions at the bargaining table. As parties engage in open, honest dialogue about their individual positions and share accurate information, it allows for an equalization of power between the parties. It must be noted, a certain level of trust has to exist between the parties, for the integrative approach to be successful.

A more collaborative or integrative approach was used in the most recent negotiations in District 2. The superintendent described the process:

I recommended that no board members come to the table at all, [and] that I would go to the table for a two-week period. That would be considered expedited, if the association was willing to do that, and beyond that I wouldn't go to the table. . . . You know, we would identify a problem and try to figure out how to solve it. As opposed to the counter-stance, which leads to a lot of time--not much progress, because you're taking a stance on different sides of the problem, rather than coming together on the same side. And we handled money that way, we handled issues of class size that way, and program expansions that way, all from the same side of the table.

The union president commented on the integrative bargaining process, stating,

At the moment, bargaining is very much a collaborative process. The superintendent calls it "same side of the table" bargaining. This last time when we sat down at the table, we brought issues that we wanted to discuss without any preestablished language.

The superintendent acknowledged the role of trust in a collaborative bargaining process as he reflected on the success of the most recent bargaining experience: "I think the reason it worked in the room is because the president and I had already gotten down to a level of building an honest relationship, so that was already a beginning."

A more traditional approach to bargaining was the norm in District 2, but the union leadership was willing to attempt a different approach. Therefore, the union leadership had to promote the collaborative approach to the bargaining-unit members and seek their support. The superintendent commented,

I believe that the association has mature leadership that has won or earned a certain respect, and their membership was willing to look at Matt, so to speak, as a trustworthy opinion leader. If Matt said, "We should try this," that had to carry weight with a lot of teachers. And then, the president, if the president could say try this. . . . We don't have to succeed. It's not about us being closed minded saying it won't work. That carried some weight. . . . I think that was enough momentum. I think word of mouth, and the opinion leaders saying, "Let's give it a shot."

In the opinion of the superintendent, the fact that the union leadership was respected and trusted at such a high level helped to gain the support of the membership for attempting a more collaborative approach to bargaining.

The union president spoke of the importance of his specific role in the success of one aspect of the bargaining process. The union president discussed the issue of salary, commenting,

I wasn't really sure where the board's bottom line is, and so the thought just popped into my mind. It was creative. I said, "Can we caucus?" I said, "Why don't we put together a formula?" It was my idea Surprising to us, the district bought the concept.

When it came to an economic issue, there was some regression to the traditional style of bargaining. The teachers' team removed themselves from the "same side of the table" to discuss the topic of salary in a private setting. A proposal was then placed on the table for the board to consider. Furthermore, the union president was unclear about the "board's bottom line," indicating that the board's position on the issue of salary had not been entirely discussed or presented at the table.

The superintendent described the negotiating of salary a little differently. He commented,

So we came up with a 2.75% raise and then a percentage of whatever above that amount of money was coming from the state would also go into a raise. . . . And it turned out to be a good thing. But it was one of those things we had to work out together, and figure out. . . . But we did it together. We caucused over that. There were only like two times of the many hours we were together that there was caucusing, and the money one took some caucusing.

It is unclear as to which account accurately reflects the negotiating strategy used to reach agreement on teachers' salary. In one account, the union president referred to "I," and in the other account, the superintendent referred to "we." Regardless of the strategy, both parties communicated their satisfaction with the outcome.

With an integrative approach, the parties discuss the issues from their own perspective and together they generate potential solutions. This occurs through two-way dialogue, as well as a significant sharing of power and responsibility. The issue of student

contact time or “clock hours” had to be addressed. The superintendent described the interaction:

In the beginning we were trying to figure out how to deal with the clock-hour challenges for elementary and had looked at a proposal that could have teachers on the playground. Therefore, able to have certain time count as clock-hour time. But when we were talking about it, we kept the issue on clock time, even though it could have easily become “the superintendent is pulling a fast one,” or “somebody’s got another agenda.” And so we ultimately solved the clock-time problem with a combination of solutions, which did include some work on the playground, but also includes some specials that hadn’t been there, which was more expensive, but also good for the kids.

On the topic of class size, the union president offered an example of collaborative bargaining:

At least class size was a major victory for us. But I think it is a major victory for everybody, because I think smaller classes make sense. . . . We opened up the class size discussion. . . . Much to our surprise the district agreed with us. And so we then sat down and said, okay, we reduce class size over two years in the elementary so it wasn’t all a big hit for the district at once. And we’re there. . . . The other thing that we had in class size was the process of handling class-size overages and the whole review of that was so long that we streamlined the process. . . . It was conversation. It wasn’t here is my proposal and then you counter it. We never did that. So that was really awesome.

In these two examples, each party knew their individual bottom lines, shared information and perspectives with each other, and reached a solution that met the needs of both the union and the board. The board was able to stay within their budget constraints while addressing the issues of contact time and class size, and the union was able to accomplish their specific goals on the two topics. As a result of the process, both parties said they felt positive about the experience and the outcome.

There was some regression to the traditional style of bargaining. In the class-size example, the union described the outcome as a “victory.” The term *victory* reflects a win-lose tone to the bargaining process that is not reflective of an integrative approach. Even though the parties made a conscious decision to engage in a collaborative

bargaining process, the belief system associated with traditional bargaining was not easily replaced. The relationship between the employer and union was evolving, and the prescribed behaviors were not easily identified or embedded in the interactive system.

For integrative bargaining to be effective, it is important for all individuals at the table to value the integrative approach. In District 2, the most recent contract was negotiated during a two-week period and involved only district personnel. In other words, the union did not engage the services of the Uniserv director, a trained negotiator employed by the MEA, and the board did not employ a lawyer to lead their negotiating team. Instead, bargaining was conducted between the superintendent, along with specific administrators, and a bargaining team of teachers.

Both parties communicated their belief that there was a shared commitment to attempting a collaborative approach. The superintendent described the union's effort to maintain a collaborative approach at the table:

The teachers had a larger team than there were places at the table. So a couple of them rotated in and out of that one chair. One of the teachers that rotated in was real combative on an issue with me, mostly because I was doing the talking on that. And he at the table was given that kind of message--that you don't need to do that. We'll figure this out together kind of thing. And it wasn't me that gave him the message--the peers were saying, "We're not doing that." And so the tone was permeated.

Both parties communicated a commitment to engage in a collaborative process, even though at times behaviors associated with the traditional bargaining approach would surface.

Letters of agreement are a means to reach understanding between the parties, apart from the bargaining table. In the past five years, District 2 had entered into two letters of agreement, addressing the issues of pay for mentor teachers and purchasing service credit for retirement. Letters of agreement infrequently are used as a means to

resolve issues between bargaining events. In District 2, reaching an understanding on an issue was often pursued through a more adversarial, grievance process. Use of the grievance process is described further in the discussion of conflict resolution and problem solving.

Managing internal differences (conflict resolution and problem solving). As the parties managed differences, a mixture of fostering and forcing strategies was used. A forcing strategy involves using power to dictate outcomes. A fostering strategy involves a more cooperative approach to achieving specific goals or resolutions. Based on the data collected, the beliefs or philosophies communicated by the superintendent and union president were not consistent with the behaviors referenced in specific examples. The parties discussed the existence of two-way, frequent communication. However, their examples often reflected one-way communication that was initiated through both formal and informal channels. The union and administration communicated a shared belief that both sides had something valuable to contribute to the processes involved in managing differences. The power of the teachers' union was derived from their ability to force resolutions to problems and conflicts.

As the union and administration engaged in the processes of resolving conflict and problem solving, formal channels of communication were established. As an example, the superintendent met with building-level union representatives and union committee chairs once a month. He clarified:

We set it up for an hour . . . so I basically provide information about what I think would be appropriate for us to talk about. Ask for what is on their minds, and often they don't have a list, but sometimes they do have a long list. So we just talk about that. . . . Basically, it's me and them when we have an issue.

He continued:

I mean, I don't give the message that you can guarantee that an issue will be resolved at the meeting. But I do guarantee that within 30 days, when we get back together again, it will--as close as we can, we'll be dealing with it if it's not resolved. . . . But other issues are black and white. It's like, well we can do better with that, and this is how it will be done.

The examples indicate a sharing of specific concerns or information. Once the concerns were vocalized or brought to the attention of the superintendent, he took the information and remedied the situation. The meetings were not used to elicit the union's perspective in an effort to generate diverse solutions.

Even though formal channels of communication had been established, communication was also initiated through informal channels. The parties described the communication as intentional and continuous, with both parties initiating dialogue when appropriate. The superintendent commented,

Intentionally? . . . Informally, I'm intentional about at the board meeting going up to the union president and making sure that we talk. . . . And because we have a copy system in this building, I'm intentional with school leaders, which often are union leaders. I'm intentional about being polite with everybody, but I go out of my way to go over and shake their hand and say, "How you doing?" with people that I know are leaders. . . .

He continued, "There is a lot of communication. . . . You know, something is going to happen at a board meeting, or something that I'm working on with an interest group or some issue that is bubbling, but not very visible, but they should know about." The superintendent communicated his commitment to keeping the union informed about issues.

The union president discussed the informal communication channels, commenting:

We e-mail each other frequently. For example, I share a lot of what I get from MEA with the administration. For instance, Capital Comments, which is what is happening in the capital and that is obviously going to have the MEA bend to the events in the capital, and what we are doing--lobbying the state.

The purpose of the communication channels established in District 2 was to share information or to make personal connections. The examples offered by both parties represent one-way communication, with no references to using communication channels to collaborate on issues or engage in mutual efforts.

In solving problems, the administration often addressed the issue and then informed the union of the outcome. The superintendent shared the following story when asked about problem solving at the district level:

A parent calls with a complaint about a teacher at a porno web site at school. I activate our computer person to get the printout on what came off the computer in connection to the Internet over an eight-hour period. And I write a letter to the teacher saying, "I'm investigating you as a result of a complaint by a parent, that resulted from a child saying that they thought you were at an inappropriate web site. I hope the investigation goes quickly. As soon as it is complete, if I find nothing, there will be no record in your file." So, that got to the teacher on Wednesday or Thursday. By Thursday afternoon, I got 61 pages of printouts. . . . By the next morning, I had another memo saying the case is closed. There is no evidence of any problem. The memo got sent to the teacher. And then I offer to meet with the teacher if the teacher would like to talk.

He continued,

But the process, I checked out with the union president because we have monthly meetings. And we had a monthly meeting today. He and I just sit down and chat, and whatever we want to talk about, we bring up. So both of us had this on our agenda today. We wanted to talk about it and conceptually there may be something that I could do better, or was wrong about, but the intent of how I handled that isn't something that the union president has a problem with. . . . I'll have my time tomorrow with the key players and hopefully help to acknowledge the pain that this whole thing caused; it's not pleasant to be investigated. And hopefully do that with enough dignity so that it is understood that I do feel compassion about this, but I also don't plan to say that I would do it a lot differently.

The union president shared his version of the events, commenting, "We had a teacher that was accused by a child through a parent of some inappropriate activity. It was investigated by the superintendent but perhaps a little too aggressively or without having that conversation with that teacher first." The communication with the union

president occurred after the problem had been addressed. The superintendent addressed the problem with a specific teacher through a formal, one-way communication channel. After evaluating the outcome, both the union and administration said that they believed a “different” process for resolving the issue could have been used.

The union president and superintendent expressed their commitment to discuss problems on a continual basis. The union president described a monthly meeting between himself and the superintendent:

The superintendent and I try to meet once a month so we can discuss problems. I don't have any problem getting on the phone and calling the superintendent if I've got a problem. Or the administration calls me. In fact, there are a couple of problems I am wrestling with at the moment with administration in terms of reassignment of special ed. teachers. We have a light load some places and overload in another place. Well, what do we do? How do we do it? Let's sit down together and decide what the contract says and what is the appropriate method.

The union president and superintendent communicated their willingness to discuss problems. The format for such discussion was generally informational, with some attempts to generate potential solutions.

In resolving conflict, the parties often engaged in one-way dialogue, informing each other of individual positions. In general, the administration took a specific action and explained the reason for the action to the employees. In response, the union or employees communicated their position on the action and either forced dialogue through the grievance process or accepted the district's position. The superintendent discussed a conflict that was generated from the decision to realign administrative staff. He explained,

When there was a decision that the [human resources] director wouldn't have a position next year, nor would the kindergarten principal/community education director . . . we made that announcement and then I scheduled meetings in every building. And I went and explained it and took questions until the last question

was answered. . . . Staff had many concerns. And it wasn't going to be appropriate to not hear them, and do the best to respond to them.

Both individuals occupying those positions were veteran administrators in the district.

The superintendent and the union president said the decision to realign staff created emotional turmoil among the employees. As a result, the superintendent addressed the conflict. The approach was to share relevant information with staff members, listen to their concerns, and continue to explain the rationale for the original decision.

The superintendent shared another example of a conflict that involved the hiring of the high school principal. He explained,

The teachers got agitated because we appeared to be on a path that was going to be done let's say on a Thursday, and it wasn't. So, the next day after school I made an announcement that I would be available in the media center, or wherever, to talk to everybody . . . about where we were in the process. . . . They're very strong-willed people, teachers. They don't necessarily look at a meeting like that as a place to just kind of share their ideas. They want their ideas heard, and understood. So you know, you go into it understanding that, and work through it. And so a few days later, we had an announcement that we had offered a job to a particular person. . . . It looked like we were on a path that was going to lead to a different ending. Well, we didn't get there . . . so my approach is just get direct, and be available, and don't stifle questions that will anger.

In this situation, the teachers vocalized their concerns about the outcome of the hiring process for the principal. The superintendent communicated his willingness and commitment to make himself available to hear the concerns of the teachers and address their anger and questions.

Both examples of conflict resolution incorporated one-way communication channels. Even though the teachers were able to express their anger and ask questions, their insights did not help to resolve the conflict. Instead, the conflict was considered "resolved" by administration through answering questions after the fact in an attempt to gain support for or understanding of the final outcome.

The grievance process is one method of resolving conflicts. In general, a grievance process is considered to be “adversarial” in nature. It is initiated when a bargaining-unit member or the union believes the terms of the Master Agreement have been violated, infringing on their employment rights. In general, the grievance process forces the administration to hear the concerns of the union, and it ensures due process.

In District 2, the grievance process frequently was used to resolve conflicts.

When the union president was asked how conflicts were resolved, he replied,

Well, grievances. Most of the time, grievances. . . . I like the superintendent’s attitude about grievances a great deal. A grievance is a problem-solving process. And if we accept grievances in that manner, it’s not a personal issue, but a problem-solving issue. . . . And if a member has an issue, well we’ll just grieve it. You know, we’ll just let the chips fall where they may.

Initiating a written grievance as a means to resolve issues was an agreed-upon approach between the union and administration. It was through this formal process that discussions were forced and resolutions obtained.

In District 2, the union had filed a total of 22 written grievances over the past five years. Of these grievances, 3 grievances were settled at Level I with the building principal, 12 grievances were settled at Level II with the superintendent or designee, 6 grievances were settled at Level III with a board hearing, and 1 grievance was taken to arbitration. With respect to the outcomes of the grievances, 14 of the resolutions reflected the union’s position, 4 of the resolutions reflected the administration’s position, and 3 resolutions were a compromise between the union’s and administration’s positions. The specific details of the grievances can be found in Appendix D.

In District 2, there was a dependence on the formal grievance process to resolve conflicts. The union president communicated his belief that this was a proven and successful strategy. Both the administration and union accepted this as an agreed-upon

procedure for addressing issues. The grievance process forced dialogue and resolution through a formal communication channel. The parties exerted their individual presence and power, creating a “separateness” in the relationship.

Administration and the union identified an “intentional” effort to engage in frequent communication to manage differences (conflict resolution and problem solving). Often this communication was one way and informative in nature. The formal grievance process forced the parties to dialogue about issues and was viewed as a valid and successful approach to solving conflicts. Both parties communicated their belief that the relationship between the union and administration was positive and allowed each to accomplish their individual goals.

Decision making. The approach to decision making in District 2 allowed for teacher input. The teachers were used as sources of input to better inform the board as decisions were made. The Master Agreement acknowledges the district’s commitment to seeking input from teachers in the decision-making process. As decisions were made at the board level, regarding policies and regulations, the union membership was offered an opportunity to communicate their perspective on the issue. As an example, the Master Agreement states, “The Board will consult with representatives of the Union on major revisions of educational policy and a representative of the Union shall be given the opportunity to advise the Board with respect to matters prior to their adoption” (p. 3).

Another reference in the Master Agreement refers to the union members’ expertise and qualifications that will add value to the board’s decision-making process. It reads, “WHEREAS, the members of the teaching profession should be qualified to assist the Board and school administration in formulating policies and programs designed to improve educational standards. . . .” (p. 1). Even though the board was responsible for

the final decisions on policies and programming, it had been communicated that teacher input was an important and valued part of the decision-making process.

This process was used in reviewing the policy on student travel. The superintendent established a committee of teachers, parents, and board members to discuss the topic and offer the board various perspectives to consider when making the final policy decision. The superintendent explained,

We're looking at trips. . . . We have all of these teacher-supported trips. Two trips to New York that are separate; one to Washington and that is a stand-alone; one to Japan; one to England or Europe in general, and one to Chicago and one to Detroit, and then the typical amusement parks. So the board has to decide if they want to do anything with the cost. It's an issue of "We have a policy; do we want to do anything with it?" To try and gather information, I invited all the teachers that planned these trips; each of the teachers would also invite two parents from their group. We sat around the table, all facing each other, so we're all equal. . . . I presented that the board committee will be deciding if they want to revisit this policy. It's not your role tonight to advise them so they do what you say. It's your role tonight to have a conversation. And there are two board members here, plus we will take notes, and your information, your thinking, will help provide background for the board to think through this. The teachers were very important to that discussion, very important. . . . There was no voted outcome from that meeting, but the notes went on to the board committee meeting, and the board decided. The board committee decided not to recommend any changes, other than administrator-specific things that I would function to fulfill. . . . Heavier planning is what the board asked for.

The union president offered his perspective on the decision-making process with respect to this issue, commenting,

Teachers were involved, and administration and school board members, to discuss travel. They discussed policy and should we change it? Not just bounce ideas around. . . . Not to make a decision, but provide input for support. It was very positive. It was the kind of thing that you know our ideas and what we said, I believe, was truly listened to. And I think that was very helpful. I think we're going in the right direction. I'm pleased with it. . . . We really do look for middle ground.

Even though the board made the final decision on the travel policy, it was communicated that teacher input was an important part of this decision. The role of the teachers in the final decision was defined, and their contributions to the process served to inform the

board. Both parties stated their belief that the teachers had something valuable to contribute to the outcome of this decision-making process.

However, in other decisions, the union perspective was not sought by administration. The union president offered another example of the decision-making process, commenting,

There have been some issues, where at least from our perspective, rules and policies have changed, work rules. And work rules are negotiable. And so I've had to either send myself or have our Uniserv director demand to bargain to change work rules. . . . For example, the building principal sent out a memo to all the teachers that were to be evaluated this year, and several documents were attached to this memo. . . . There was an effective teacher--from the effective school study document attached as well as the evaluation documents. I sent an e-mail back to the principal saying, "Is this the same process we've been using in the past?" And he said, "Well, I don't know what you've been doing in the past, but this is in line with state law." There's a practice and the contract. . . . We either need to use the agreed-upon process or we need to negotiate a new one. I didn't hear anything for over a week. So I sent over a demand to bargain to the central office administration. It bothers me that I have to do that to get somebody's attention. . . . So we had to hammer it out with the assistant superintendent under the demand of bargaining.

In this example, the union forced administration to dialogue about a decision to alter the teacher-evaluation process. Originally, an administrative decision had been made and implemented without union input. The Union did not endorse the process used to make this decision, and the outcome was not supported. Further, the union said they felt obligated to correct the administration's oversight and exerted their power by making a demand to bargain the issue.

District 2 involved teachers in decision making and problem solving through the use of joint committees. Joint committees existed around developing curriculum, developing an induction process for new teachers, investigating options for a school-of-choice policy, discussing the student trip policy, and implementing a new-teacher evaluation process. The administration communicated their belief that teachers add

valuable insights to this process. The superintendent commented, “We have joint committees with curriculum work. Those teachers are finding out it works and that they are valued. And it’s a sense of . . . we need their voice and their energy to make a collective change and to grow as a district.” In this instance, the superintendent acknowledged the importance of teachers’ sharing their expertise and offering their insights in an effort to produce an enhanced outcome. Approaching decisions and problems in this manner enabled the union to derive some power from its ability to contribute value.

The approach to the decision-making process in District 2 was inconsistent. At times, an approach based on two-way communication, seeking input from others and allowing varying perspectives to surface, was initiated. The insights generated by the various parties guided the decision-making process. At other times, decisions were dictated by the administration, and the union reacted in an attempt to protect the rights of their membership. With respect to the decision-making process, both fostering and forcing approaches were used.

Summary of district/organizational-level relationship. At the district or organizational level, District 2 had established an employer/teacher relationship based on a mixture of arm’s-length accommodation and containment. Throughout the data-collection process, the union and administration communicated their belief that the relationship was cooperative and collaborative. However, the data were not consistent with this view.

The union and administration placed little emphasis on mutual goals or a shared philosophy that ultimately guided their interactions with one another. Instead, the union’s responsibility was to monitor the administration’s actions and ensure that the

membership's rights were not being violated. The administration assumed the responsibility of managing the district while respecting the terms set forth in the Master Agreement.

In the most recent negotiations, the union and administration engaged in a collaborative or integrative approach to bargaining. Using this type of process, the parties sought mutually acceptable outcomes. However, at times during the negotiation process there was some regression to the traditional or distributive type of bargaining. The relationship between the employer and union was evolving, and the strategies used in the interactive system varied.

The prescribed behavior in the district was a mixture of fostering and forcing strategies. The parties discussed the existence of two-way, frequent communication, but their examples reflected each party engaging in one-way dialogue with the purpose of disseminating information or communicating a position. The frequent interactions that occurred between the union and administration did not always result in the surfacing of individual perspectives and mutual problem-solving efforts, but instead were often an attempt to build internal consensus around a specific solution. The power of the union was derived from their ability to force resolutions to problems and conflict.

In general, the administration and union were satisfied with the existing interactions system at the organizational level. They communicated their belief that it had been a successful approach that had benefited the parties. The administration and union acknowledged the existence of conflicting interests and emphasized equity in this context.

Building or Individual-Level Employer/Teacher Relations

The employer/teacher relationship also exists at the building or individual level. The processes of managing internal differences (conflict resolution and problem solving) and decision making occur at the building level between principals and teachers. Three building-level administrators were interviewed, which offers an opportunity for varying leadership styles. The relationships at the building level in District 2 did not always reflect the relationship at the district level.

Two of the building-level administrators described their philosophical base for guiding interactions with teachers. An administrator who was new to the district stated,

My focus this year is just to focus on the culture of this building and to have us more focused on kids learning, and less confrontational with kids. That's what I'm really focused on. I'm doing that individually, with a group, with my e-mail communications, and at my staff meetings. Hopefully, we'll make some gains.

He communicated that "kids learning" would be the guiding principle for decision making and problem solving. He reflected on the employer/teacher relationship and promoting a shared language, commenting,

I have found there to be a real cautious relationship. I spent a lot of time and energy focused on something I call a trust cycle. I believe it is how you build teamwork. And I share that with staff, and I say a big part of that is that we've got to develop a shared language. I speak clearly and loudly and regularly about what I believe. And I think that's caused some anxiety on the part of some. But I'm fostering the relationship individually because the strength of the team is often within its peers. And regular communications with the staff, mostly through e-mail, to try and build a relationship for them to find me predictable.

The administrator identified his intentional and one-way communication to create a shared philosophical approach to the relationship.

Another building-level administrator spoke of the philosophy that she promoted to **prescribe** behavior in her building. She commented, "We wanted to set a standard right **away** that this was a student-focus, learning-focus building. . . . In the third year, the

culture of the building started to turn according to the way that I envisioned it . . . student focus, learning focus.” She said that it was this “focus” that guided her approach to decision making and problem solving at the building level. Even though the building-level administrators communicated their emphasis on a philosophy to prescribe behavior, the building-level teachers did not reference the philosophy.

The individual’s perspective on bargaining the Master Agreement. Before the current superintendent, there was a traditional or distributive approach to bargaining in District 2. In the most recent negotiations, the parties engaged in “expedited” bargaining at the district or organizational level. The bargaining process addressed a number of issues and occurred over a two-week period of time. The parties primarily engaged in an integrative or collaborative approach to bargaining, with some regression to a traditional or distributive approach at various times during the bargaining process.

The actual bargaining was done at the district or organizational level. However, the outcome of the bargaining directly affected teachers and administrators at the individual or building level. A focus group of teachers recognized the change from a traditional approach to bargaining to a more collaborative approach. They described the union meetings that occurred during the traditional negotiation process:

It was always an “us against them” situation when we were having meetings. You know, union meetings. . . . These guys are not going to give us this, and this is what they want to do. They want to take this, this, and this away, which they were really trying to do on the previous contract.

The traditional or distributive approach to negotiating a contract was adversarial in nature. They described the more collaborative or integrative approach to bargaining:

The bargaining process went from an ‘us versus them’ situation into a “Let’s sit down and talk about what do we need in the district. What do you need? What do we need? type of situation . . . and just toss out things and see how we can work on them. . . . It was something along the lines that both sides can sit down

and talk about things rather than say something and you're stuck with it. It worked out to everybody's advantage.

They continued: "It was a relief to know it was over so quickly. . . . It was all in all a very good contract. It didn't seem like there was a lot of agitation among the staff."

The teachers expressed their satisfaction with the collaborative approach used to negotiate the most recent contract, and with the outcome of the process. The teachers communicated their perception that the cooperative settlement reached during the negotiation process was not at the expense of the individual bargaining goals of the board or the union, but benefited both parties. Further, the teachers voiced their appreciation of the cooperative approach.

Managing internal differences: Conflict resolution and problem solving. In District 2, the approach to managing internal differences at the individual or building level was dependent on the building. In other words, the approach to conflict resolution and problem solving was not consistent throughout the district. As the teachers and building-level administrators managed differences, a mixture of fostering and forcing strategies was used to achieve a specific goal or resolution. The teachers and administration communicated a shared belief that both sides had something valuable to contribute to the processes involved in managing differences. However, depending on the building, behaviors reflecting this belief may or may not have been consistently exhibited.

In all the buildings where data were collected, the parties engaged in intentional and frequent communication that was initiated through both formal and informal channels. Both two-way and one-way communication channels existed at this level. However, the balance of two-way or one-way communication was dependent on the specific building, as well as the purpose of the communication.

Both parties said that the communication was intentional and frequent, with either party initiating dialogue when an issue arose. Administrators communicated their desire to maintain open communication channels with employees. They had established a variety of formal one-way communication channels to keep teachers informed of relevant information. One focus group of teachers commented:

Communication is outstanding. First of all, we have the agenda for the teachers' meetings. We get a memo on Monday morning with an update on how the athletic teams did, and what he sees us focusing on for the week. Often times during the week, we get another memo in the morning, or in the afternoon, with an update. And then Friday before we leave, we get a final memo.

The administrators and teachers also listed e-mail as a frequently used form of one-way and two-way communication. E-mail was also initiated on both a formal and informal basis. An administrator commented, "I rely on e-mail; as things come up, I put it out. I don't know if that would be described as formal or informal, but that's my primary means of communication with staff on issues of general interest."

An informal approach to communication was also evident in the interactions between building-level administrators and teachers. The administrators and teachers who were interviewed communicated their perceptions that the principal was "available," "visible in the hallways," and "approachable." One principal commented,

They have access to me. . . . Most of my processes of communication, whether it's with the group as a whole or individually, are informal, but they are conscious. I consciously try to make sure that I'm present in places where they are--where I can facilitate communication.

A focus group of teachers commented,

The communication is a very key ingredient, I believe, in the working of this whole staff. . . . But how many times have you been in the lunchroom and the principal kind of wanders in and he has something on this mind, and he's kind of brought it up and informally we've talked about it. . . . You know that we just had a meeting, but without knowing we had a meeting.

Both parties said they recognized the value of communication in maintaining the employer/teacher relationship. An administrator commented,

My biggest step to fostering the relationship is to be out and about; I call them drive-bys. Every Friday morning I do an informational e-mail, but also include several parts about the reality of this being a people business. It's more of my announcing what I believe.

The power of the teachers was derived from their ability to contribute value to the processes involved in managing differences (conflict resolution and problem solving).

Both parties communicated a shared philosophy that involving the would will enhance the outcome. The level of their involvement in these processes depended on the building.

When asked about problem solving at the building level, one principal commented,

I like to look at what is the issue and what is the reasonable way by pulling some people together, what is the best way to solve this. I haven't found that utilizing the whole staff, unless you've done a whole lot of groundwork up front, is an effective way to solve problems. You've got way too many different opinions in a limited amount of time, and that's very difficult to manage. So I like to break the groups down into those who really have the issue and then try to solve the problems that way.

The focus group of teachers in this building commented, "He's attended meetings and listened to our concerns and helped in terms of problem solving, involving all of us. It's been pretty positive so far." In this particular building, principal and teachers communicated that there was an effort to involve the teachers in the process. The teachers said they thought their concerns were heard and their involvement was valued.

This same focus group of teachers shared a story to illustrate their belief that the administrator listened to their concerns. Furthermore, the concerns were addressed in a timely manner. They reflected,

Well, we just hired a new staff person last week because there was a problem with overcrowding in math and science. And so, as a department chair, I brought it to his attention and he went right to work on it . . . and he says, "Hey, give me your input, give me your numbers and I'll go to bat for you." We got a new staff

member second semester. So there was a problem, he addressed it, attacked it. He just didn't let it sit and say, "Well, we can't do anything."

For the administrator, solving the problem on one level meant seeking factual input from the teachers to support the solution. However, as the solution was being implemented, the teachers vocalized their concern with the decision-making portion of the process, stating:

We're hiring a new teacher, and he didn't come to the department chair and say, "Would you like to be on the committee to help?" Or "Do you have suggestions for a couple of your staff to be there?" So I talked to him about that. . . . I went in and talked to him, and he said he honestly hadn't thought about it. . . . Since they're looking at hiring this person, he has come to me two or three times to say things look good They're going to release her type of thing. But, again, I think that's because he's new; he's got to get used to the process that we're used to. And you know, just do more communication.

The building-level administrator did not seek teacher input in the decision-making process for hiring a new teacher. Instead, there was one-way communication with the department chair for the purpose of sharing information.

Another building-level administrator shared his belief that teachers contribute value to the process of problem solving. Furthermore, he said that using an approach that seeks teacher input and allowing varying perspectives to be voiced leads to teacher support of the outcome. He commented,

We do some brainstorming among ourselves. We kind of work through it naturally and comfortably, which so far in most cases has worked well and we get to effective results. Everybody has a chance to speak and to talk, and those opinions are respected. When they see that still a majority may feel a different way, they're quite content to go along with whatever the outcome is.

The focus group of teachers from this building reflected on the problem-solving process, stating,

Almost every issue comes to a staff meeting. We're very much on the problem-solving, brainstorming level . . . very little is kept from us. We're all part of that situation. I think staff input has been important. It's always requested . . . that validates our importance as part of the decision-making process.

The building-level administrator and teachers communicated a shared perspective on the value of teacher input in the problem-solving process.

This same administrator and focus group of teachers identified “intentional efforts” that were made to promote opportunities for teachers to share their expertise in finding acceptable and viable solutions. The building-level administrator offered specific examples of how they problem solved issues. He reflected,

As we transitioned into the new building, I relied on staff to solve those problems. And to make sure they have tons of input, because they’re the ones who had come up with this new block schedule. I had to rely on them as the experts, and so I incorporated a lot of input from them as we problem solved different issues that came up.

He offered a specific example of a problem encountered in the transition to a block schedule:

With our new block schedule we have a seminar period, which is kind of an advisory 30 minutes; it had not been well laid out. And that was one of the first things we had to problem solve, and incorporated a lot of staff input into that decision-making process of what to do with that, and everybody had a say. And while we didn’t all agree, we came to a very healthy consensus on what we should do and we kind of did it incrementally in stages and it went quite well.

At a third building in District 2, the administrator focused on the importance of teacher input and two-way communication in a problem-solving approach, commenting,

We are and have been for a number of years fairly open in our communication. I try to establish an open-door policy. Teachers are quite comfortable giving feedback to me if there is a system problem in the building. They can bring it up at staff meetings, which they do, and we try to work through it collaboratively. I’m very honest with them about what needs to happen from our [administrative] perspective. . . . But we usually work from a perspectives approach.

The teachers from this building confirmed that their input was valued and that the Principal was viewed as approachable. The focus group of teachers commented, “I’ve never had a problem going in and sitting down and talking to the administrator. If we’re anticipating some flak in an area, to go in and sit down, and she’s been approachable. I

have always felt that my thinking counted.” Both parties said there was a belief that **teachers** could make valuable contributions to the process of problem solving.

This same administrator related a problem-solving issue to the philosophical base **that** guided her interactions with teachers. She reflected,

We started a practice of students doing the daily announcements. The week the announcements were in a given teacher’s classroom, that involved some preparation and some work for the classroom teacher. . . . Initially, we didn’t know what the problems would be. . . . After the first year, the union person came and said they wanted to stop doing announcements because it was a hassle the first part of the day. . . . [I asked], Is it evident to the teachers that the students enjoy this? Yes. Is it evident to the teachers that the students are learning something? Yes. Can you give me a student-focus, learning-focus reason why we should stop doing this? No. Therefore, we continue to do it to this day.

In this case the problem was brought to the attention of the administrator, and after **applying** the “philosophical standard,” she decided to continue the practice.

Administrators and teachers said that resolving conflict at the building or **individual** level could be accomplished through “listening to all perspectives” and **seeking** “common ground.” A building-level administrator commented, “Resolving **conflict** involves hearing the perspective of the parties, allowing all to see the other’s **perspective**. I just don’t believe that it’s any one person’s problem totally. So usually we **try** to approach it from a positive perspective.”

Another administrator shared his belief that initiating open communication **between** the parties involved in the conflict, and allowing them to share their individual **perspectives**, promoted viable solutions. He shared an example using this approach to **conflict** resolution:

We had a space in the building where we had an applied tech lab, and we had the lab space where we had various modules set up. The teacher also needed some classroom space. She had expected to use a shop area. She expected to have that whole area for her teaching space. . . . Some other district folks had planned to use a portion of that space for storage. . . . I had to kind of mediate . . . We eventually came to a compromise where I got the central office folks to put in a fence

partition, which provided plenty of classroom space for the teacher's needs and at the same time allowed for some districtwide storage. I just tried to find a workable solution. Both sides were accepting of that, and I think that is why we got to a pretty reasonable solution, but it wasn't so much a power play.

A focus group of teachers shared a similar experience with conflict resolution:

I guess I have had a little bit [of conflict] as far as budgeting. What I was seeing and what he was seeing was not the same. And I just took the time to put it all together and say, "You know, this is what I have." He's very open and honest. You're right. It wasn't like he just wouldn't listen to me. . . . If there is a conflict he at least tells you where he's at with it, and he hears your concerns. Let's work at seeing where we can find other avenues.

Teachers at this building communicated their belief that their thoughts and feelings were heard by administration and the outcome was acceptable.

In District 2, the union was actively involved in resolving conflicts and addressing problems with the administration. In one building, the teachers said they believed there were times that their "power" to resolve issues existed only by involving the union. They discussed a problem they were having with a building-level administrator and commented,

It's nothing. It's something that should have been settled at the building in an office, talking reasonably to each other, instead of getting your puff chests and stuff like that. We've got some new people here, and I don't know if they're trying to make their point or trying to get on top or what.

In this case, the teachers involved the union to settle an issue that they believed should have been resolved at the building level between the administrator and the specific teacher. They continued,

If it is a staff-member problem, we try to handle it through building reps and take those to our principal. . . . We get the feeling that he had a union at his other school that wasn't as much involved as the one here is. Because there have been two or three incidents where it's sometimes a contractual thing, or right on the edge of a contractual thing, and he goes ahead and does it. And then he has to back track. So I think he's getting used to us and we're kind of getting used to him. And we're both kind of looking for that trust factor.

This same focus group of teachers reflected on the role of the union in their building, stating, “It’s [the union] a watch dog or protector. I think the administration is still learning what kinds of things they are able to do.”

The building-level administrator and focus group of teachers in this building commented on the introduction of a teacher-evaluation packet. The principal explained,

I put together an evaluation packet. Really, it is an information packet for anyone involved in the evaluation process with me. It is an identical packet that I used for seven years as an administrator in another district. That led to a demand to bargain, which I didn’t get involved in. . . . When I put a copy of effective teaching characteristics in the packet, it was viewed as I was changing the evaluation process. It was agreed upon that I wouldn’t use that as criteria, which was never my intent. It was simply a language-development activity to provide some focus.

The focus group of teachers reflected,

The union president said, “We can’t, that’s not the contract. What you’re doing was not negotiated.” And so he backed off, and pulled those papers out of that package. . . . We had to go eventually to our assistant superintendent and get that straightened around. And that might have been a situation that he didn’t know that, but probably should have asked up front. We adhere to the contract. You know, that’s our life blood and we fought hard for it.

The teachers gave another example of seeking union support to address an issue with administration:

Giving staff members reprimands, then the union has to come in and grieve it. And then look at some sort of grievance with our Uniserv [director] before they [administration] will take things back out of files or say, “I guess we were wrong. We can’t do that. We shouldn’t have done that.” This happens at both the district and building levels.

The teachers in this building communicated a belief that the administration “tests the limits” and the role of the union is to maintain a “check and balance” on the actions of the administration. They communicated a belief that their “power” to address issues lay in the strength of the union.

The administrator in this building communicated recognition of the union's role and influence. The administrator reflected on the role of the union, stating,

I would describe it as very influential, very powerful. A fourth-year teacher told me, "I don't worry about those things because anything like that the union president will take care of. That's the role of the association. We've got a great contract that protects us, and he'll make sure it's always there." . . . I think the philosophy of the union is that we like the working conditions in our place and anything that even looks vastly different, we're going to grieve.

He shared another example:

Within an hour and a half on the job, I received a call from the Uniserv director saying that he wanted a teaching schedule changed or they were going to file a grievance. My response was, "Wow, I have never talked to a Uniserv director about a teaching assignment ever before. A grievance was filed.

The grievance process is one method of resolving conflicts. In general, the grievance process is considered to be adversarial in nature. The grievance process forces administration to hear the concerns of the teachers and ensures due process. In District 2, the grievance process had been used 22 times over the past five years. Of the total grievances filed, 16 of the grievances addressed building-level decisions, but only 3 were resolved at the building level.

With respect to the role of the union and the Master Agreement, administration shared varying viewpoints. One building-level administrator commented,

I'm very aware of the contract, very comfortable reading the contract. And one of the first things I did when I came on was to familiarize myself with it. So I'm very comfortable operating with a certain set of rules and recognize that directs what we can and cannot do.

This administrator communicated his respect for the terms and conditions set forth in the Master Agreement. Another administrator offered his perspective on the conflicting philosophies of the union and administration:

I don't always see the association as being considerate of kids in their learning, and I don't know how to do anything else. And so we are by the very nature of

those conflicting philosophies opposed. I'm astute enough and smart enough to know that I will always honor the master contract.

This building-level administrator communicated his commitment to follow the "rules" that guided the employer/teacher relationship established by the Master Agreement.

Administration and teachers at the building level identified a "conscious and intentional" effort to engage teachers in problem-solving and conflict-resolution efforts. They said that managing differences through two-way communication allowed varying perspectives to surface and promoted a resolution that was viewed as satisfactory to both parties. There was also a strong presence of the union in managing differences. Grievances were often used to resolve issues at the building level. Within this structure, the parties engaged in a mixture of fostering and forcing strategies. The teachers said they had experienced success with both approaches.

Decision making. In District 2, the decision-making process used at the building level depended on the building, as well as the type of decision. It often, but not always, involved input from teachers. Some of the building-level administrators communicated their belief that seeking insights from teachers would only serve to better inform the administration as decisions were made. In such cases, the teachers might be used as sources of information to guide the decision-making process. Both parties said they recognized that involving the teachers in this process resulted in decisions that were better received and generally had the support of the teachers.

The administration's approach to decision making at the building level depended on the type of decision. Some decisions needed to be made by the administrator, due to the nature of the decision. However, if the decision would affect teachers and learning, depending on the building, the administrator would often involve them in the process. One administrator explained,

There is a whole spectrum of decisions. Certain decisions for the effective, efficient operation of a building, I just need to make. They're not long-term-impact things, and they're not quality-of-instruction issues. When it gets down to the real meat of our work, I want the staff to have input.

He offered an example of an occasion when he made a decision with little staff input:

Last year we had a case where we had a preview provided by the high school drama department that was debatable in content for our junior high. And they wanted us to play [that preview], as part of our video announcements, and I reviewed it with one staff member quickly and decided to go for it. As it turned out, many staff felt that it probably shouldn't have been shown. But that's an example of the type of decision I make. I respect the fact that they disagreed, and I'll take that into consideration when new issues come up. And I feel they were pretty receptive to that.

He continued with an example of a decision in which staff input was sought:

When we get to things like designing that seminar program, that has far more to do with the actual teaching and learning that goes on in our building, and I want staff input. And I'm going to make sure that we go through some sort of process that allows for input from all staff members.

There were times when the building-level administrator involved only those who had an interest in the outcome of the decision-making process. He shared an example of this type of teacher involvement:

Putting together an intramural program last year, I wanted lots of staff input, and we arranged for voluntary meetings after school so that those with interest would be involved. . . . If you have strong enough feelings that we would know them, then you need to provide the input.

The focus group of teachers from this building commented on this approach to the decision-making process:

He asks for our suggestions. We give it to him, and I think it's pretty good consensus. We're involved all the time. You have a choice whether to be involved or not If it ultimately comes down to two sides, he'll make the decision. His decisions are very well thought out. . . . We respect him . . . I feel there is a mutual respect.

The decision making in this building was situational, depending on the perceived effect on the teaching and learning environment. On some decisions, both parties indicated that

1. 10/10/10
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teacher input was actively sought and valued. The teachers communicated their satisfaction with this approach to decision making.

Another building-level administrator also communicated her belief that the process for decision making depended on the type of decision. She stated,

I view myself as a situational type of leader. There are some circumstances that require me, and for the sake of time and urgency, to make an immediate decision. That is a practice with which I am very uncomfortable because my preference is always to be collaborative. I know that they have expertise beyond mine in certain areas. . . . Most of the time it is up to me to determine, is this a decision I have to make right now. Or is this a decision that I have the luxury to bring to the faculty in general for the sake of the decision.

Furthermore, she commented on the standard used to guide decisions, commenting: “We wanted a standard right away that this was a student-focus, learning-focus building, and that we would filter our decisions from a student-focus, learning-focus perspective.”

The teachers acknowledged the decision-making process and the administrator’s effort to seek input, stating, “She presents issues to the staff and asks for input. I don’t sense that she wouldn’t make a decision. I think she tries really, really hard to have win/win decision making. . . . I think she is very conscientious about using the input.”

The focus group of teachers continued:

I think the teaching staff gets frustrated because decisions are not made quickly; it kind of takes a while. . . . For example, two staff members wanted to take a field trip to the Harry Potter movie. The discussion [at a faculty meeting] went on for a long time, and nothing got resolved. Sometimes I think what the staff needs is for someone to just step up. It should be the building administrator.

Both the administrator and the teachers in this building believed teacher input was sought and valued. However, the teachers said they experienced some frustration with the length of time it often took to engage in a collaborative decision-making process. They also communicated that the building administrator could have made some of the decisions when a collaborative process was used.

At the third building in the district, the administrator commented on the process he used for making various types of decisions. He said, "I'm a firm believer that decision making is dependent upon the decision. My approach to that is I'll let staff know what is the model of decision that we're going to use. It may be a decision where I'll use limited input, and I'll make the decision." He discussed the process for decisions that he believed the teachers should make as a group:

At the last staff meeting there were a couple of decisions where I said, "They don't seem very significant to me, but I'd like to have your thoughts on it." Sixty-six percent of us say "Yea, we're moving on." So we voted a couple of times. . . . I counted hands, the decisions were made.

Some decisions would be made by the administration, but he attempted to gain teacher support, as reflected in this example:

I'm going to ask the teachers to reconsider how we do parent-teacher conferences. I'm going to do that by paper ballot. I'll say up front, "I'm going to try and lay out the pros and the cons." I'm moving to more of an arena format rather than using the appointment system. . . . I'm going to ask them to consider some changes. But I'll spend time announcing it and then give them time to send back a paper ballot.

The building-level administrator gave an example of when he made the final decision with little teacher input:

I made the decision with very limited input two weeks ago about a marching band. . . . I worked with the teacher. I laid out all the connections on the board and realized that I probably upset a few people and said I'm approving 20 minutes out of class for you to use. I announced it and then I said, "Here is how I made the decision" to the staff.

The final decision was communicated to staff as information.

The teacher focus group commented on the same decision:

Decisions are being made these days. I think we get a lot quicker response in terms of the concerns that we have. . . . But it's not necessarily good, in my opinion. I mean, we're a pretty involved staff, a pretty involved union. And we've had some recent decisions made that maybe did not . . . use a thoughtful process of, well, "how's this going to affect everybody?" An example [is] our marching band that has excelled in the last two or three years with a new staff

member. All of a sudden they're going to be in a state competition at the Pontiac Silver Dome, and we're going to take these kids out of your class for 40 minutes at the end of a block for five days so they can prepare. . . . We got an e-mail from the band director. It wasn't from our principal. There was a big uproar about it, by almost everybody. I don't think anybody that I talked to wasn't upset about that decision. . . . So I went in and talked to our principal and stated some of our concerns. And there was a compromise made. . . . I think that decision would have been better if (a) the e-mail would have come from our principal or (b) there had been a quick five-minute meeting after school. . . . This is what we need to do, any thoughts? But, it was like boom, and then we got 39 other classroom teachers saying, "What the heck is this about?"

The teachers continued,

I think it's a matter of you've got a problem, let's work together and try to figure it out. Again, I know there are some decisions he has to make on his own. He doesn't have to involve anybody. I think with this staff anyway, he'd be better off if it's going to affect a lot of people that he have more input than for him to make the decision himself.

In this particular building, the teacher focus group expressed a recognition and appreciation that decisions were now being made in a timely manner. However, both the administrator and the teachers said the final decisions did not always have the support of the teachers. The teachers communicated their belief that the administrator should attempt to seek more teacher input in the decision-making process, and this would ultimately enhance the outcome and promote teacher support.

The decision-making process used at the building level was not consistent throughout the district. The amount of teacher involvement depended on the building, as well as the type of decision. In some instances, teachers and administrators said teacher input was sought and valued. In other instances, the administrator tended to make the decision and then attempted to gain teacher support.

Other Influences on the Employer/Teacher Relationship

As I interviewed the various individuals within their roles, many communicated their view that the superintendent played a key role in setting the tone for employer/

teacher relations in the district. The teacher focus groups commented on the current tone in the district:

I don't feel welcome in central office. I used to be able to walk in, and now they put a piece of glass in. It's almost like, if you go past the glass, they say, "What are you doing here?" I don't like it. I don't want to go to central office. It's that insulated factor.

Other teachers discussed the "glass" as a barrier:

Physically walking into the building now is glass barriers. I mean, you feel like you need to be escorted in and have a reason for being there. . . . The physical building is intimidating, and the way the staff and the rooms are physically set up does not invite casual conversation. . . . I feel bad when I go over there, intimidated.

The teachers continued, "I definitely feel a you and us . . . and that's really weird because negotiations went so smoothly." The teachers communicated their belief that the superintendent had placed a "barrier" between himself and the employees, or had "insulated" himself from the employees. They said this sent a message of "us versus them," and they expressed concern about the "tone" in the district.

The teacher focus groups communicated their belief that the superintendent wielded power and said there was a sense of fear in the district. They commented,

The principals are in a "watch your back" attitude. . . . They're walking a thin line, just because you don't dare talk back to the superintendent. I think a lot of teachers feel that way, too. I think we've had superintendents before that you could approach and voice your opinion. I think now it's very critical that you keep your thoughts to yourself, you do your job, and hopefully you don't have any reason to get into a struggle with anyone.

The teacher focus groups continued, "He's going to have it his way, and it's a lot of image right now. Make us look good as best you can; substance we don't know about."

The teachers expressed their concern about administrative support from central office: "I would be concerned if I had an issue on whether or not I would be backed by the administration, higher than this building." Another teacher focus group commented,

“If I had a problem right now that would have to go beyond the building, I don’t know what I would do. I don’t know who I would call. At least we have the union.”

The teachers explained the restructuring that had occurred at the central office administrative level. The teachers claimed that the human resource director and the community education director/elementary principal had been forced to leave their positions. Both were “long time administrators” with the district. The teachers communicated their perception: “There is a total lack of trust. I think when the restructuring occurred with the administrative staff, it was devastating to this district . . . the trust in our district.” The teachers said the process of eliminating these two positions was “unfair” and negatively affected the level of trust between the superintendent and employees.

Another focus group of teachers communicated an incident that they said resulted in their withdrawal of trust from the superintendent/employee relationship. The district was in the process of hiring a new high school principal. The teacher focus group commented:

We were led to believe that the committee was going to look at our opinions as staff members. Then we were told, “Well, you didn’t think your opinion was going to make a difference, did you?” That was our superintendent at a staff meeting, with our whole staff there. Basically made us feel like we were nothing. It was totally ridiculous that the committee can come up with a consensus, these are our best two. Then the superintendent can’t choose either one, and so they brought in a third candidate for another dog and pony show. . . . There is no trust there now, and we won’t do it again.

The teachers expressed their concern about the decision-making process used in selecting a building principal. They said their actual role in the process had been different from the role they were told they would have, resulting in a lack of trust in the superintendent.

Also, it must be noted that there had been significant turnover in administration in District 2, while the union leadership and teachers at the building level had remained stable. The longevity of specific district employees is shown in Table 3.2.

The previous superintendent had been with the district for three years. The superintendent before that had been with the district for six years. A teacher commented, “When you look at how many years our most senior administrator has in our district, it’s like five or six. They don’t have historical background when they jump in. And yes, they’re going to have some resistance to that.” Administratively, a philosophical approach to employer/teacher relations had not endured over time. As a result, there was not a shared history between the union and administration. Instead, it continued to be an evolving relationship.

Table 3.2
Longevity in District 2

Employee	Years in Current Position	Total Years in District 2
Superintendent	3	3
Assistant superintendent	2	2
High school principal	1	1
Middle school principal	2	2
Elementary school principal	6	6
Union president	14	30
Teachers	18*	18*

*Average years of experience of teachers participating in focus groups.

Summary of District 2 Case Study

Based on the collected data and resulting analysis, the existing employer/teacher relationship at District 2 can be categorized as predominantly arm’s-length accommodation/compliance, with some characteristics of cooperation/commitment.

According to the definition of a relationship based on arm's-length accommodation/compliance (see Chapter I), District 2 exhibited the following characteristics:

1. The parties acknowledged their conflicting interests and often emphasized equity in this context.
2. The power and responsibility for managing the organization were often concentrated with management, with management accepting the union's checks and balances on management action.
3. There were adversarial, but legitimate, roles for both union and management.
4. The parties often relied on union representatives to express employees' voices.
5. The parties sometimes engaged in forcing strategies when engaging in their interactive processes.

However, there were some trends in the relationship that reflected to a lesser degree an employer/teacher relationship based on cooperation/commitment. These characteristics include:

1. The power of the labor was sometimes derived from its ability to contribute value.
2. There was some sharing of power and responsibility for the functioning of the organization.
3. A mixture of partnership and adversarial roles for the parties was acknowledged.
4. The parties sometimes engaged in fostering strategies when engaging in their interactive processes.

5. The bargaining process tended to be integrative, with some regression to distributive or traditional.

As illustrated in the presentation of data, these characteristics were evident in their approach to bargaining the Master Agreement, managing differences (conflict resolution and problem solving), and making decisions. However, the approach to these processes was not consistent between the district and building levels, or between the buildings.

There is evidence that communication channels were both formal and informal, resulting in frequent dialogue between the parties. This dialogue was often one-way and informational in nature. However, there were times at the district level and at specific buildings when there was two-way communication, with the intention of seeking teacher input and perspective. The level of trust at the district and building levels was not consistent throughout the district. Viewing the employer/teacher relationship on a continuum, District 2 would be placed closer to arm's-length accommodation/compliance.

District 3

District 3 is a mid-size, central city. The total district population is approximately 59,803 people, with a total K-12 school enrollment of 3,603 students. Within the district there are seven elementary schools, one middle school, and one high school.

District/Organizational-Level Employer/Teacher Relations

With respect to the data collected in District 3, there was little emphasis on mutual goals. Neither the administration nor the union spoke of a shared philosophy that

ultimately guided their interactions with one another. One reference in the Master Agreement states,

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children in the district is their responsibility and mutual aim, and that the character of such education depends significantly upon the quality and morale of the teaching personnel, and that the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards; (p. 1)

In general, the Master Agreement prescribes behavior and reflects the priorities of the parties. Again, the question becomes: Does the written philosophy truly exist in the observable behaviors and the articulated belief systems of the parties? In the case of District 3, the “mutual aim” referenced in the Master Agreement did not have a dominant presence in the dialogue with the director of human resources or the union president.

The roles of the union and administration were more traditionally defined in District 3. When asked about the role of the union, the director of human resources stated,

I see the role of union as watchdogs. They think that they need to keep abreast of everything we’re doing so as not to stomp on the rights of the teachers under the collective bargaining agreement. They’re watching us to see what we do because once we make a mistake, or if we do something they perceive as a mistake, then they can file a grievance.

She explained the role of the union as a protector of membership rights and commented, “The watchdog is an ever-vigilant position, always assuming that something is going to happen if they don’t stay vigilant.”

The director of human resources also shared her perceptions of the attitude of the central office administration (referring to the superintendent) toward the union. She stated,

[The union is] a kind of necessary evil. Part of the problem is the superintendent came from a state that has a different environment of labor relations than the state of Michigan. We are unique. We have to see it that way. You come to Michigan

and you hit this rough sledding that is a part of our culture. This isn't necessarily the result of bad people trying to subvert things. This is basically how we perceive labor relations to be. And this is what we grow up with in this state. And you have a leader coming in from someplace else with a different perception of labor relations; he's apt to feel very burned in Michigan. And I think that's the current climate.

She continued,

I think our superintendent feels burned by the union, when in reality, that's not their goal to burn anybody. But it feels like it, when your initiatives are always, "You can't do that. You can't do that and that's our rights." It becomes adversarial. And that is the biggest mistake, because you've always got to sit back and say, okay this is the climate. Now how can I deal with the climate creatively, instead of pretending that the climate doesn't exist, or you can change the climate. . . . Good luck, because "The workers are taking it on the chin, because the bosses won't give in!"

In District 3, the union was concerned about their own survival, as they protected the rights of their membership. The human resources director said she believed that the superintendent discounted the role of the union, largely because he did not have the experiences or had not developed an understanding of dealing with unions within the existing culture of a strong labor state.

Bargaining the Master Agreement. Before the most recent negotiation of the Master Agreement, District 3 engaged in a traditional or distributive approach to bargaining. This type of bargaining has the function of resolving pure conflicts of interest. In other words, both parties presented their proposals or demands, engaged in a forcing strategy with the purpose of convincing the other party that each had the power and resolution to accomplish their bargaining goals. Instead of sharing power and seeking win-win outcomes, one party gained power at the expense of the other.

However, before the most recent negotiations, the union and administration communicated their dissatisfaction with the traditional approach to bargaining and agreed to approach bargaining from a different perspective. The parties entered into a letter of

agreement, documenting their willingness to explore collaborative, interest-based bargaining. The letter of agreement also established specific parameters. Parts of the agreement read,

The two parties are considering a collaborative approach to negotiations for the long term benefit of both parties in providing services for the students of the District

The two parties must receive appropriate in-depth training in the use of this style and the training in collaborative bargaining must be conducted jointly with the two teams. . . .

Should the two parties not reach agreement by May 28th, 1999, the two parties will revert to the regular and standard bargaining process for the negotiation of the collective bargaining agreement. . . .

It is agreed and understood that all preliminary or tentative agreements made during those negotiations shall be null and void unless the parties mutually agree to carry out any or all of those agreements forward to the regular and standard bargaining process.

This represents a more integrative form of bargaining. By definition, it requires parties to share power and responsibility at the bargaining table. As parties engage in dialogue about their individual positions and share accurate information, it allows for an equalization of power between the parties. It must be noted, there has to be a certain level of trust between the parties for the integrative approach to bargaining to be successful.

The two parties were obligated to engage in “joint and in-depth training” in using this style of collaborative bargaining. The director of human resources described the training:

We all attended kind of a seminar that was put on by Michigan State University. When I say all of us, the superintendent, myself, a couple members of our bargaining team, and the bargaining team selected by the union. We went to kind of an in-service on collaborative negotiations. . . . Most people talked about kind of a bulky process, that it wasn't perfect and that it was difficult, particularly in Michigan, where the climate is more of a hard bargaining kind of place. We grew up with the AFL-CIO, and a lot of our parents were in labor unions. . . . It's kind of embedded, I think, in the way we do business here in Michigan.

She described the process of collaborative, interest-based bargaining:

You have to have a set of guiding principles by which you operate when you discuss issues. And there is a format with which to discuss issues. So essentially what you're doing in collaborative negotiations is first of all agreeing on an issue. Okay, this is the problem.

She offered an example of an issue bargained through an interest-based perspective:

We started with something that was kind of silly, but by way of illustration, it did help the group understand the training, because it was the first thing we did after the training; the change in the mileage rate to the IRS rate. . . . Obviously, we want to be fair to our employees, and the union wants to collect as much compensation as they can under the law, so we explored those issues. And then we brainstorm ways to deal with the IRS rate, as opposed to the current mileage rate. Well, in brainstorming, anything goes, so we'd go from the ridiculous to the sublime. One of the ideas was that the superintendent would just cart people around in his car. That brought a big laugh. That was absurd, but it was still a possible solution. And ultimately we did decide, the way we knew we would, but we followed this process of identifying an issue and coming up with mutual reasons why this is an issue for both of us. And then, ultimately, brainstorming solutions to the problem.

The human resources director discussed the effectiveness of an interest-based approach to negotiating:

We found it to be a pretty effective strategy. . . . A downside is that it is enormously time consuming. But you truly exhaust all of the ramifications and all of the solutions for an idea. So, when you're asked, you can sufficiently defend why the group made the decision. The decisions are made in a group, so there is sort of this commonality of interest that is expressed in the results of the decision that we arrive at.

A more traditional approach to bargaining was the norm in District 3, but the administration and the union leadership were willing to attempt a different approach.

The director of human resources discussed her perspective on the union membership's suspicion of the new approach. She stated,

When you look at a labor climate, such as the one in Michigan, and you realize that we come from a hard-bargaining model, there is a great deal of suspicion as to just what it is we're doing in there. So the way we counter that is, we put out joint statements, but that too was viewed with a little bit of suspicion, I think, by the union membership especially. . . . If I had it to do over again differently, we really needed to extend that training and understanding of collaborative negotiations to everyone who is a stakeholder. . . . We have to agree on a statement, and that's all we put out. That was very tough for the rank-and-file

teachers. And I think they felt left out of the process. Thus, when we reached our collaboratively negotiated agreement, it was turned down by a huge majority.

She elaborated on other factors that might have caused the union membership to vote down the tentative agreement reached through an interest-based bargaining approach. She commented,

They [the teachers] were just angry. Now there were other things that went into play, other factors, but I think their failure to understand collaborative bargaining was a frustration I heard loud and clear. . . . Also, there was an article in the newspaper that was published the day that our tentative agreement was set to be voted upon. And it was an article that was talking about the superintendent's pay increase. The point of the article was to describe the stability that the current superintendent was to bring to the district, because he was signing on for an additional multi-year term. Unfortunately, the size of the increase was such that the teachers revolted against that . . . there was a lot of fingers pointing to the article in the paper. . . . The superintendent's raise was significantly large in a district that is telling their teachers' union that they can't really afford a significant increase.

The union president discussed the membership's decision to vote down the tentative agreement that was reached through the interest-based process. She commented,

We did reach a tentative agreement last year. The contract was voted down. This is the first time ever, certainly the first time since I've been here, . . . [that] our negotiating team told us that the administration had to bargain from the standpoint that the district was in dire financial straits. They did not have any money or their financial outlook didn't look good. So they bargained in good faith and took a rather small pay increase, which was okay. I think it was about 2%, but the other part that happened was that the things that we gave up were all things that teachers needed.

She continued to talk about the teachers' reaction to the tentative agreement, stating,

They [the teachers] were very upset because for two years or so, maybe more, the district had agreed to bargain for the insurance as well as the longevity. And once again, it had not been completed. But I think what really angered the teachers was that at the time that we were voting, the superintendent received a rather large raise. I think it was something like 7%, but also a \$15,000-a-year bonus just to remain in the district each year . . . and you are supposedly in such serious financial straits and you're asking your teachers to take a 2% raise, which they probably would have gone along with? It infuriated the teachers and it infuriated the negotiating team because they felt they had been betrayed.

Because the tentative agreement was voted down, the parties had to return to the bargaining table. The director of human resources reflected, "The trust factor has been eroded at this point." Further, the union said it no longer believed the information that was shared at the table was accurate. As a result, the union and administration returned to a traditional, distributive approach to bargaining.

After the first tentative agreement was voted down, the union leadership changed. The new president had not been trained in the collaborative process. The director of human resources commented,

I think the strength of the [interest-based] model is the relationships that are formed among members of the team. . . . Then the whole collaborative model could no longer really be justified . . . so the personnel changed. Then, too, did all of the dynamics, and the relationships that we built.

The director of human resources commented further on the introduction of the new union president into the negotiating process:

The new president came in determined to show her constituency that she was going to be a strong leader who was going to get them another percent, and she did. . . . We reverted back to traditional bargaining immediately, with proposals on the table about salary and benefits. And some of the things we agreed to--for instance, we agreed in collaborative negotiations to form a joint committee to look at benefits, in terms of cutting costs; we agreed to hire a consultant, and we agreed that this consultant was going to present us with all the pros and cons of all the plans out there, by way of trying to find a way to save money, through our medical benefits--and that agreement was just discarded.

The union president discussed her presence in renegotiating the master agreement. She stated,

When we renegotiated and I went into the negotiations at that point, the administration asked us, "What do you want?" And we said, "Everything you tried to take away, plus the raise." And we stood very firm on that. Everything that was taken out of the contract, we put back in, plus we got our raise!

The distributive approach for negotiating was now being implemented by the parties at the bargaining table. The union presented their demands and engaged in a forcing

strategy with the purpose of convincing administration that they had the power to accomplish their goals.

The union president commented on the “leverage” or power the membership gave to the negotiating team by voting down the original tentative agreement. She stated, “In fact, when they voted it down they gave us some leverage, they gave us some clout. We could go in there a lot tougher, a lot stronger, and say our membership wants this.” She continued to reflect on the positive effect on the union:

In spite of the anger, in spite of the frustration, in spite of how the negotiators felt and the teachers felt, there was something good that came out of that. And that was the fact that the union was so united, so I have to build on that and keep it going. And keep encouraging them.

One of the forcing strategies used by the union was their ability to delay the publication of the school calendar. The union president stated,

We didn’t fix the calendar until we got what we wanted. It was a very tense situation at that time. The calendar was part of the package. What we were not going to do was to resolve a portion of the package without having everything else resolved. I think if there had been a level of trust there, that would not have been a problem. But the trust had been eroded.

The inability to release a school calendar had ramifications for the administration and the board. The director of human resources explained,

It was the middle of the summer, we at that point had no calendar, our parents and our whole community were pretty much in an uproar about no calendar. This is very disruptive to families. And so at the end it got down to the wire. We were concerned about getting a tentative agreement before school started, and we did what traditional bargainers do, agreed at the last minute.

The union gained power from withholding an agreement on the calendar. As a result, the administration said there was a pressure to settle the agreement.

The union president was asked about the general tone in the district following the negotiating of the final Master Agreement. She commented on her perceptions and defined her role:

The general tone in the district was very disturbing to me because the administration seemed to be very angry at the negotiating team because they had not sold the contract, or gotten the people to pass the contract. Which struck me as very unusual because it seems to me that my job is to take information back. And the final decision is left up to the membership. Because we bargained a contract does not mean that they have to take it--they have a right to say no.

In discussing the "tone" of labor relations in District 3, the union president described her reaction to a board member's comment that was made in a public meeting:

One of the board members said something to the effect, "Well he hopes that the people who voted no will just go on and do whatever it is they have to do professionally." That wasn't the issue! When you vote no, that doesn't mean that you're not going to go back and do your job. All of those people are doing their job. I thought, "How inappropriate, you don't get it."

She also reflected on her perception that a lack of trust in administration existed. She commented,

It will take a while to rebuild the trust. There have been a series of incidents. At a board meeting, the superintendent made a public statement: "The teacher contract is an anti-management contract." You make those statements publicly, how can you build trust when someone thinks like that? Then you have the statement that "I would much rather do letters of agreement than to go through the ratification process." The ratification process involves the entire membership, and changes that are made to their contract, an agreement between the district, the board of education, and the teachers. If you'd rather do letters of agreement than the process, you're telling me something about the contract. Now when you add to that instances where grievances are never settled, very seldom at the first level, then a red flag in terms of what it is we're trying to do here. . . . Many members feel that there are things that are done that are unfair.

The Director of Human Resources went so far as to state, "There is a crisis of hate for administration here."

When the union president was asked whether she would be willing to attempt an interest-based, collaborative approach to negotiating again, she stated,

I don't think it was the process as much as the people involved in the process. I'm not willing to judge the process at this point. I think that there'd have to be some real adjustment in terms of interpersonal skills. And how administration treats people and whether they show the respect. The collaborative part of it was negotiated into the contract, so we have to hone what we've agreed to do.

Letters of agreement are a means to reach an understanding between the parties on an as-needed basis, rather than waiting for the bargaining event that is dictated by the expiration of the Master Agreement. In District 3, the Master Agreement establishes a “consultation procedure,” which is a formal process for addressing issues through letters of agreement. The purpose of the consultation procedure is to “address matters which are outside of the scope of this Agreement and/or related to the implementation of this Agreement.”

The established guidelines require any formal proposals to be in writing, and the other party must acknowledge their receipt. The consultation procedure also dictates timelines for establishing a meeting between the parties to discuss the identified issue.

The Master Agreement reads,

If as a result of this meeting or subsequent meetings arranged to the mutual satisfaction of the Association and the Superintendent or designee, agreement is reached on the proposal, it shall be presented to the Board as a joint recommendation of the Superintendent and the Association. Any proposal adopted by the Board and initiated or approved by the Association shall be reduced to writing, signed by the Board and the Association, and shall become an addendum to this Agreement. (pp. 45-46)

The union president offered her opinion of letters of agreement, stating, “What letters of agreement do is they allow changes in the contract without the ratification. And to me, they ought to be used very rarely, if there is a real exception where maybe one person is in a situation that you want to address.”

In the past five years, District 3 had entered into nine letters of agreement. The agreements established subcommittees to examine specific provisions of the Master Agreement related to staff reductions and addressed issues related to elementary planning time, collaborative bargaining, posting vacancies, specific staffing needs, and an early retirement incentive.

Managing internal differences (conflict resolution and problem solving). As the parties managed differences, a “forcing” strategy was primarily used. A forcing strategy involves using power to dictate outcomes. The parties engaged in a low frequency of communication. It was generally one-way communication through formal channels. There was little employee voice in managing internal differences in District 3. Instead, the administration relied on its power to manage the organization. The power of the teachers’ union was derived from their ability to force resolutions to problems and conflicts through the grievance process.

Both the union and the administration said the communication from the central office administration sent a mixed message to the teachers. The director of human resources commented,

After Proposal A, everything changed. I don’t think that really our community or our teachers really understand the impact of that on the budget because one of the strategies that I’ve observed in the last three administrations is that they haven’t made cuts--administration has taken cuts, but programs haven’t. So we’ve kind of kept our community and teachers kind of blind to the realities of the economic crisis we’re facing.

She continued,

There has been a history of a lack of faith or belief in the administrators. They just don’t believe what we say. And sometimes it has been for good reason because we don’t really tell it like it is. We protect people from the realities of the financial situation, of education in Michigan, and don’t make the cuts that really send a message. So consequently, the teachers are confused. “So do you have money, or don’t you?”

The union president also commented on mixed messages coming out of central office.

She offered two examples where she viewed the superintendent’s behaviors and words as contradictory. She stated,

You can tell me, you know, “We’re really for you guys and we really support you,” but if everything that you do is counter to that. . . . For example, we had an individual, a member, whose house burned down. She lost everything over Christmas break . . . and in our contract it says that you have a right to grant such

a leave if they need it, and past practice has been that that kind of thing is just done. Sort of like, we trusted administration to do the right thing for her. It was worked out between the two of them. That was when there was trust. In this situation, you can imagine the emotional state, the member was told to go check into a letter of agreement from your association, see if they'll agree to it. Well of course we will, sure, fine. She goes back and it is denied. Now, why do you send people to do this and then you turn around and draw up a different letter where she had to pay back days? The [superintendent's] letter of agreement was also pending ratification of the contract. Now what does this catastrophic event have to do with the ratification of the contract? If you're going to do the right thing, do the right thing. Don't tie it to the contract!

The union president continued,

You're sending double messages. Another example, one of our experienced teachers was asked [by a central office administrator] to draw up a proposal to mentor young teachers, initiating the language in our contract for a sabbatical. It had been the practice to pretty much approve all sabbaticals. And when this one got to the board, it was denied. Well, why go through that? What kind of a message are you sending? You don't value us!

Both the director of human resources and the union president said that the mixed messages sent by the administration had caused the teachers to lose trust and faith in the administration.

As the union and administration engaged in the processes of resolving conflict and problem solving, formal channels of communication were established. The Master Agreement dictates one such channel: "Before official action on reduction of bargaining unit members is taken by the Board, it will give notice of the contemplated action to the Association and afford the Association an opportunity to discuss it" (p. 21).

Both the director of human resources and the union president discussed an intentional and ongoing formal channel of communication that was supposed to be established between the superintendent and the union president. The director of human resources explained, "The formal communication that was set up hasn't been followed through with. A weekly meeting between the union president and the superintendent to

discuss issues has not happened, and I don't have an explanation why." The union president offered her perspective on this formal channel:

I think he would like to meet every week, but I have met twice this year. Only because of my schedule, coming in as a new president. I am going to do a schedule for the rest of the year. I will be taking at least one person from my board, my vice-president, in with me. It will give the superintendent an opportunity to hear from people at different levels so they can dialogue and share some concerns. . . . We can talk about the tone. We can talk about some general things.

The parties both identified the grievance process as a formal channel of communication that forces dialogue. The union president commented, "The purpose is to get that dialogue, and to honestly get people to listen to each other. It's not happening!"

Communication through informal channels did not occur frequently in District 3. The union president stated, "Informal dialogue, you have to have trust to do that. You've got to trust that you have the same common goal, and that's the interest of the kids, the interest of the people that work with the kids. It's not there."

The director of human resources offered her perspective:

Some informal, but that's the heading-off-at-the-pass kind of stuff. That can be very collaborative and very helpful, but it usually takes the form of a call from the union leadership. Someone in the leadership who feels like the administration is not the enemy, saying "I just want to tell you what is going on in a building, maybe you can smooth those waters." It's a heads up. So it's informal and it's helpful, but it's not something that person would necessarily admit to doing.

The director of human resources said that a union member "would not necessarily admit" to such dialogue, which indicates this was not part of the prescribed behavior in District 3. Further, the communication that did occur was based on union representatives acting as a voice for the membership.

The director of human resources acknowledged the importance and the value of informal, two-way communication in addressing issues. She communicated her belief

that seeking input and allowing various perspectives to surface could enhance the outcome. She stated,

I find it very frustrating that people won't talk because that is truly the only way to solve a problem. You know, you've got to come to a table with a problem and an open mind, and some possible solutions to which you're not necessarily wedded. And then you can come up with a pretty good solution. . . . We face all kinds of really interesting pressures in public education. It seems like there would be much more of a focus on keeping our own house in order and cooperating in solving problems, but I don't see that happening.

The union president identified the grievance process as a means to solve problems. She stated, "Problems are solved through the grievance process, and unfortunately we haven't had many that have been settled on the first level. I've had a lot of complaints, but we're the only ones that have to do the giving." The Master Agreement establishes a formal procedure involving the initiation of a grievance for resolving the problem of classroom overloads. The Master Agreement reads:

When in the professional judgment of a teacher there exists a teacher overload condition, the teacher or group of teachers or the Association shall have the right to submit a grievance in writing to the building principal. Said grievance shall set forth the reasons why . . . in professional judgment an overload condition exists. . . . The grievance shall first be presented to the Director of Personnel for a discussion between the grieving party, a building level representative . . . and the Director of Personnel. If the matter is not resolved in this discussion, it may be submitted to the "Overload Arbitration Process." (p. 13)

Based on the language in the contract, this process did not promote collaboration between the parties. Instead, the teachers determined that a problem existed, and the administration was "forced" through a grievance process to listen and address the issue.

The director of human resources discussed the method for addressing classroom overload situations. She commented,

We have no class sizes listed in our contracts. If a teacher decides that this class is too big, either on sheer numbers alone or on classroom make-up, like they could have some wild ones that make it difficult for him to teach, he can bring a grievance. And we have a set budget for overloading. That has become way popular.

When asked, “Who makes the decision on whether and how to address the problem?”

she stated,

Well, it was me, in consultation with the principal and director of special services. We would bring it before the superintendent and the director of finance because we were dealing with the budget. . . . If the grievance is denied, then we have the expedited arbitration, which is frankly a pain in the rear. Good luck getting anything expedited from AAA!

She continued:

We had a grievance that included the primary reason was because she had so many “only” children; that means children who are the only child in their family in her classroom. And that these kids couldn’t take turns and needed a lot of adult attention. . . . I think that the teachers honed in on groups of kids and made certain judgments about them that I found a bit offensive. Another teacher let me know that 25% of his class was African American. He was having a hard time controlling them. I don’t think you can take a class of kids, whether it’s a racial class or a birth-order class or a gender class or any class and say because of this, I can’t teach.

The fix has been put an aide in the classroom. . . . I think this has prevented teachers from developing and principals from developing strategies that would make them better educators. . . . I don’t think we have worked hard enough to mind those things, because it requires more effort on the part of everyone.

She continued,

I don’t see a lot of teachers developing, honing classroom management skills to meet these new demands. Rather than that, I see them asking the administration for help and the help usually takes the form of a body. I would say that where the union has dug in their heels is that we have failed to agree on what constitutes an overload.

To deal with the problem of classroom overloads, a forcing strategy was used by the union membership. In response, the administration dictated a solution that might or might not be acceptable to the teacher.

In District 3, the grievance process was the prominent strategy for resolving conflicts between the parties. In general, the grievance process is considered to be adversarial in nature. It is initiated when a bargaining unit member or the union believes the terms of the Master Agreement have been violated, infringing on their employment

rights. In general, the grievance process forces the administration to hear the concerns of the union and ensures due process. The union president commented,

Conflicts are resolved through the grievance process. That's it. They seem to view us as confrontational. That's what we get all the time. To file a grievance is not necessarily confrontation. Sometimes you do it to bring clarity, to get the two sides together to sit down and talk. . . . Initially you want to resolve it on the first level . . . but if the administrator cannot settle it because he has to check with someone else and has to adhere to what he is being told to do, then you have to grieve it.

The union president communicated her belief that "It's the only way to initiate dialogue around the concern."

In District 3, the union had filed a total of 27 written grievances over the past five years. Of these grievances, 4 were settled at Level I with the building administrator, 11 were settled at Level II with the director of human resources, 4 were settled at Level II with the superintendent, 7 proceeded to arbitration, and 1 was being heard in civil court. Nine of the total grievances addressed class overloads. With respect to the outcomes of the grievances, eight reflected the union's position and five were still pending. The specific details of the grievances can be found in Appendix D.

The director of human resources reflected on the use of the grievance process, commenting,

I think it's because they don't believe that administration is doing all they can to solve their problems. And they believe that they're going to get a better result in arbitration. . . . I find that what they expect out of arbitration and what they get are two different things. What they get is an answer to the very narrow question they've asked the arbitrator. They don't get advice on how to behave, and how to get along. And that's what they really want, I think.

In District 3, both the union and district-level administration identified the formal grievance process as the primary strategy for resolving conflict. Initiating a grievance forces the parties to initiate dialogue and resolve issues through a formal communication

channel. The parties exert their individual presence and power, creating a “separateness” in the relationship.

Decision making. In District 3, many of the decisions were made with little or no teacher input. The union president stated, “Basically, they are unilateral decisions by the administration.” She offered the following example:

I was on the design team for the middle school. Our responsibility was to find space for existing programs in the new building. . . . Early on, the superintendent voiced a dislike for the Life Skill Program, not because it wasn’t necessarily educationally sound, he just felt that it was outdated. But that’s not so. For whatever reason he didn’t like it, so one day he came in and decided, “Well, we’re not going to have that program.” It’s out. So I’m going to the board tonight with a letter from the teachers. There’s no input.

She commented on communication and lack of teacher voice:

The dialogue is not there. The decisions are made without the dialogue. So you’re put in a constant state of reacting to a decision, not just sitting there allowing this dialogue to go forth with no intention of even embracing a different opinion. Or just trying to see it from another person’s side. Your mind is made up. That’s how decisions are made, and it has created resentment and distrust.

As a reaction to the decision to eliminate the Skills for Living class, the teachers developed a letter addressing the issue, signed it, and submitted it to the superintendent during the public-comment part of a board meeting. In response, the superintendent addressed a letter to each of the teachers that read:

While writing a letter of concern is certainly an understandable and common practice, it is also my experience, as well as my personal practice, that letters of concern usually follow a personal discussion or, at the very least, are delivered initially to the individual with whom there is a concern. That process gives the individual an opportunity to hear the concern, establish a meeting for personal dialogue to discuss the concern, clarify details, offer an explanation, and so on. In that context, I am disappointed with your decision to deliver and have this letter read at a public meeting where there is no opportunity for dialogue. I would not do that to you, and I am disappointed that I was not offered the same professional courtesy.

In addition, if it is your interest to discuss the details of the Skills for Living decisions, I am more than willing to do so and welcome an invitation to do so. I asked in my office if anyone had recently attempted to establish such a meeting, and apparently there was no such effort. You ask that I reconsider my

decision and I ask that you take the time to know what the facts are, as the letter you signed has inaccurate statements. I hope you will call to make an appointment to meet with me to discuss this important area of concern.

Intentional, two-way communication or dialogue to inform the original decision did not exist. Further, intentional, two-way communication to resolve the resulting conflict was not initiated. Instead, it was addressed through one-way communication channels, “inviting” dialogue.

The union president discussed another example of a “unilateral,” “top-down” decision. She commented on the decision-making process for hiring a building-level administrator, stating,

If you call in a group of people to interview and the group unanimously decides on a candidate, and you pick a different one, why bother? Just go on and pick who you want. Don’t ask me to waste my time. He’s just going through the motions of getting input, but it is very clear that the final decision is always at the top. I’m not necessarily critical of that, except for the fact you can’t say to me that you value my input and you want us to collaborate.

She said she believed the superintendent made the actual decision and that teacher input was not valued.

The director of human resources offered another example of a decision-making process used in District 3. In this case, teacher input was considered in the decision to establish an all-day kindergarten program. She stated,

We hired a consultant from Michigan State University; we called all of the teachers together that were interested and talked about the kindergarten program. We looked at the benefits of all day versus half day, looked at the research as a group. Ultimately, we decided to go with all-day kindergarten under the guidelines of those consultants. We set up the classrooms and hired for the positions.

The director of human resources continued by describing a problem that surfaced as a result of the original decision:

There was a downside, too. The consultants strongly suggested an early childhood endorsement. So when we posted for those positions, we posted for

that additional certification. But we had a number of veteran kindergarten teachers who had been here 20 years, who did not pursue additional certifications . . . and they're darn good at it. So, how dare we not hire them as all-day kindergarten teachers?

As a result of the hiring process associated with the all-day kindergarten decision, she continued,

Then there is a grievance, as a matter of fact, that is going to arbitration over that very issue. . . . We were trying to build a quality program, and when you ask for recommendations from a consultant you consider an expert, you kind of want to follow them. So that created a huge rift in our district. . . . What we probably could have done was to put some kind of system in place that would have given credit toward a certification. But we didn't do that. So, rather than coming up with a compromise, we said, "This is what the consultant told us, and this is what we're going to do." There was a lack of meaningful dialogue about solving the problem, a definite lack of meaningful dialogue, because I think we could have come up with something. But now it's going to arbitration.

She continued to reflect on the part of the decision to post for an early childhood endorsement:

We didn't bring someone in from the union. We brought in interested teachers, but these people are not necessarily wearing union hats. They're wearing teacher hats. We should have invited the union in specifically to talk about what problems they may see as a result of following the recommendation.

She discussed interacting with the union in the decision-making process: "I think we make mistakes all the time about how we deal with the union. We have to bring them in more. We have to make them a part of decisions. That was the whole point of the collaborative process, but then it failed." She continued,

I rarely see a decision made that has the intent of disadvantaging a group of people. In fact, I don't think I've ever seen a decision made like that. But there are a lot of decisions that are made that do disadvantage people, right or wrong. That's what I see most typically, is that if there were communication, I don't think that there would be as many mistakes, because you'd be hearing from the other side, you'd be listening to what's going on. You'd know what their perception is of what's going on. Sometimes the perception is totally wrong, and we waste a lot of time, time better spent ironing out problems with conversations at lunch a couple of times a month, than going to hearing. All the time wasted, and all of the bitterness and the anger and the belief that this is the only way to address a concern.

The director of human resources acknowledged that mistakes had been made in the decision-making process. She said it was her belief that engaging the union in dialogue would allow another perspective to surface and enhance the outcome. Further, initiating dialogue could raise potential issues regarding the effect of the decision that administration might not have considered.

Joint committees are one means to involve teachers in decision making and problem solving. In District 3, the Master Agreement establishes a District School Improvement Team. It reads: "The District School Improvement Team is hereby recognized by the Association and the Board as an agency whose responsibility shall be to initiate and recommend those policies which affect and guide the instructional program" (p. 44). Neither the union nor the administration mentioned the efforts or purpose of this joint committee or team.

Through a letter of agreement, the parties created a joint subcommittee to examine staff-reduction provisions and qualification and assignment provisions. The goal was to develop an alternative provision that would be satisfactory to both parties. Any recommendations for changes had to be directed to the parties' respective negotiation teams for review. The board and the union membership had to ratify the changes. Neither the administration nor the union mentioned the existence of this committee.

As described in the "Bargaining the Master Agreement" discussion, through the interest-based negotiations process, the parties established a joint committee to look at health care costs. The purpose of the committee was described as:

To look at benefits, in terms of cutting costs, we agreed to hire a consultant. And we agreed that this consultant was going to present us with all the pros and cons

of all the plans out there, by way of trying to find a way to save money, through our medical benefits.

However, when the original tentative agreement was voted down by the membership, the parties returned to traditional bargaining, and the agreement to establish this joint committee was rescinded.

Summary of district/organizational-level relationship. The union president shared her beliefs about the teachers' perspective with respect to the existing relationship at the district level. She commented,

There seems to be the general tone in this district when you disagree, then you are confrontational. Or you're not a team player. That's the tone. And that's not so. I think that I've learned a lot from people that disagree with me. Listen to what they're saying. There are going to be people that will disagree no matter what you do, and that's okay. Listen to that, too. But when people disagree, sometimes that's an opportunity for you to hear a different side and expand your knowledge and use what they're saying. This whole attitude that we're here to do whatever, and that we have all the answers and you don't bring any opposition, is not appropriate.

She continued,

It does not feel good in this district. All of these people can't be wrong, you know. So when you've got a staff that feels manipulated, when you've got a staff that feels like they're being controlled, and when you admit to the fact that there is no trust, then you can't deny. You have to take a look at the reasons that led up to it and be honest with yourself . . . be willing to look at it. But if it's always someone else's fault. . . . I don't know if they are really, really aware or fully understand how they're being perceived.

The director of human resources shared her thoughts on the tone of labor relations at the district level:

I don't see conflicts being resolved in a cooperative way. I see the union is digging in their heels. They're angry. You know, they've gotten a lot of things, but they still feel threatened, and not very good about administration, although it doesn't seem to be the case necessarily in the building.

At the district or organization level, District 3 had established an employer/teacher relationship based on containment and/or avoidance. Throughout the data-

collection process, the union and administration communicated an “us versus them” approach to the relationship. They placed little emphasis on mutual goals or a shared philosophy that ultimately guided their interactions with one another. Instead, the union was concerned about protecting their membership from the administration’s actions. The central office administration relied on its power to enforce decisions and took full responsibility for managing the organization.

In the most recent negotiations, the union and administration attempted a collaborative, interest-based approach to bargaining, only to have the tentative agreement voted down by the union membership. As a result, the parties reverted to a traditional approach to settle the contract. The prescribed behavior in the district was primarily a “forcing” approach. The grievance process was often initiated as a means to force communication between the parties, resolve conflict, problem solve issues, and address administrative decisions. The administration diminished the union’s role, whereas the union maintained checks and balances on the actions of administration.

Building or Individual-Level Employer/Teacher Relations

The employer/teacher relationship also exists at the building or individual level. The processes of managing internal differences (conflict resolution and problem solving) and decision making occur at the building level between principals and teachers. Three building-level administrators were interviewed, which offered an opportunity for varying leadership styles. The relationships at the building level in District 3 did not always reflect the relationship at the district level. Neither the building-level administrators nor the teachers discussed a “philosophical” base for guiding their interactions.

The individual’s perspective on bargaining the Master Agreement. In the most recent negotiations, the parties attempted “interest-based” bargaining. This represents a

more integrative form of bargaining. By definition, it requires parties to share power and responsibility at the bargaining table. As parties engage in dialogue about their individual positions and share accurate information, it allows for an equalization of power between the parties. The two parties were obligated to engage in “joint and in-depth training” in the use of this style of collaborative bargaining.

The actual bargaining was done at the district or organizational level. However, the outcome directly affected teachers and administrators at the building level. When one administrator was asked about the negotiating process, he commented,

I think, to understand the bargaining process, you first need to understand the relationship between the union and administration. It is adversarial. It is not collegial. There is a general distrust between the union and administration. There have been times in the past where there has been negotiation with the teachers, and they’ve pretty much been told that either the cupboard is bare or this is the whole amount that we’re able to give. So there has been an agreement, and then shortly after that there has either been new funds found or there has been administrative contracts that are granted which have higher raises, or more benefits, that are above and beyond what the teachers got.

Another building-level administrator reflected,

There wasn’t a lot of trust, trust being the issue. Trust I would define as the ability of one person to predict the behavior of another. And I didn’t think there was a lot of trust as teachers for the administration. It looked like we had to please the superintendent.

He continued, “The superintendent had a team of principals, but he seemed to be the main person, and he sat at the table. When I was in other districts in negotiations, normally the superintendent wasn’t there. So I think that is a little bit different.”

A focus group of teachers discussed the superintendent’s presence at the table, commenting,

People don’t feel like they were treated very well. Our negotiators were cursed, when this is supposed to be collaborative bargaining. He’s [superintendent] just not considered to be a very nice person. . . . I’ve been told he’s the only one that counts anyway. So no one else will say anything at the negotiating table. He is the negotiator.

The teachers continued,

In this district, collaborative bargaining basically means take it or leave it. There's no bargaining going on. Here's what we're offering you, if you don't like it. . . . Collaborative bargaining is that they're asking us to be nice about it, when we don't like it.

Trust between parties is an essential component for the integrative approach to bargaining to be successful. Both the teachers and administrators said that there was a lack of trust and a concern about the superintendent's presence at the bargaining table.

In District 3, after an agreement was reached using the interest-based bargaining approach, the union membership voted down the tentative agreement. One focus group of teachers commented,

The first agreement was voted down without thought. It was a knee-jerk reaction because the superintendent got an extension with a \$15,000 bonus per year, just for staying, after they had agreed that there was no money. So, since that news came out right before the vote, the high school, leading the charge, voted it down. They went back and came back with a considerably better contract offer, in terms of salary.

Another focus group discussed the timing of the publication of the superintendent's raise, commenting,

It was published in the paper. . . . I think that was in error, because I truly believe that the story was not supposed to come out until we had voted for the contract. Unfortunately for them, our bylaws as an association read that you cannot have an election without having a general meeting. And there was no time that the elementary, the middle and the high school could get together until this date down the road. Well, the story came out before that date arrived. Bad timing!

An administrator offered his understanding of the timing of the article:

The board said they wanted to be forthright with the union. They didn't want the appearance of "Well, we got that done." . . . They didn't want to have the opinion of we win/you lose with the board. The board felt they needed to make this announcement before the contract was ratified. Unfortunately, they doomed what would have been a close vote anyway. Doomed the contract to failure.

The administrators and teachers said they believed the superintendent's salary was the main cause of the tentative agreement's being voted down.

There were other factors that might have contributed to the rejection of the first tentative agreement. A focus group of teachers discussed a settlement reached with a new central office administrator after he had served six weeks in his position and then was "let go." They commented, "That was disconcerting to a lot of people, because that was at the same time when we were hearing that we didn't have any money. And yet, here is this person that walks away with this big settlement."

Another focus group discussed their belief that the board did not fulfill their obligation to negotiate the issue of longevity:

There is a lot of resentment because there was supposed to be a longevity package bargained at the same time that, to this day, still hasn't gone forth. That was supposed to happen in 1999 . . . so basically our side in good faith gave away a very nice retirement package for nothing.

They continued, "I think the staff by and large was angry. They felt they had been sold a bill of goods by the opposition, and absolutely do not trust them." In general, the teachers said they no longer believed that the communicated financial status of the district was accurate. Furthermore, they said they had bargained in good faith based on this information, but the incidents involving salary and settlements at the district level served to reinforce the mistrust between the teachers and administration.

The outcome of the negotiation process had a definite effect at the individual or building level. One focus group of teachers commented on the union membership's decision to reject the first tentative agreement:

The only impact I felt was probably that our staff felt pretty unified. . . . I just felt like we really were very strong that we don't like this contract. We deserve better than this, so we're going to fight for it. And I just felt like that kind of made all of us more unified, and then when it got defeated the first time, I remember all of us really kind of celebrating. This has not happened in 30-some years or something. So we were really proud of that, not because we defeated anybody, but I think because we were getting attention finally that we felt like we deserved better.

An administrator summarized the effect of the failed negotiations at the building level, stating,

It's not just negotiations. I would think the relationships with the union have a lot of effect on teacher morale, and the way people have a level of trust, either between administration, or as "they" when they always use the infamous "they" or "them." My feeling is that there is a lot of animosity or lack of trust directed at one person, being the superintendent and some central administrators. The level of distrust toward administration does affect how we work together.

Managing internal differences: Conflict resolution and problem solving. In

District 3, the approach to managing internal differences at the individual or building level depended on the building. In other words, the approach to conflict resolution and problem solving was not consistent throughout the district. As the teachers and building-level administrators managed differences, a mixture of forcing and fostering strategies was used to achieve a specific goal.

In all the buildings where data were collected, the parties engaged in intentional communication that was initiated through both formal and informal channels. Both one-way and two-way communication channels existed at this level. However, the balance of the two-way or one-way communication depended on the specific building.

Administrators communicated their desire to maintain open communication channels with teachers. They had established a variety of formal and informal, one-way communication channels to keep teachers informed of relevant information. Strategies for communicating with staff included memos and e-mails. One focus group of teachers commented that "Most communication is done through our mailbox, and it's one way." A building-level administrator discussed e-mail: "I use e-mail. That can be good and bad. I think that sometimes we use e-mail for things that I think would be better off if we had a face-to-face meeting."

At each of the three buildings, staff meetings were also identified as a form of formal communication. Depending on the building, the communication at these meetings was described as both one-way and two-way in nature. One building administrator stated,

We have three staff meetings a month. The first staff meeting is for me to fill them in on anything going on districtwide. . . . Our second meeting is curriculum based. . . . And then our last staff meeting is what we call our growing, professional growth meeting. . . . Those are huge opportunities for us to get together and communicate with one another.

Another administrator commented,

We usually have reports from teacher groups within the building. So I use teachers a lot at the meetings. So people are presenting what they're doing in the classrooms, or ideas, or we just went through a building design. I use my teachers meeting a lot for getting input on the design of the building.

The level of teacher involvement or two-way dialogue at each faculty meeting depended on the building. A focus group of teachers from the third building commented, "We do not have dialogue. We don't have faculty meetings where it's kind of like, this is a problem, what do you think about it?"

An informal approach to communication was also evident in the interactions between building-level administrators and teachers. The administrators and teachers who were interviewed communicated their perceptions that the "principal is available," "visible," and "accessible." One principal commented,

I have an open-door policy. They know that. Teachers are in and out of my office. I feel it's important to be in the classroom at least three times a week. So I make it around to everybody's classroom at least that often. And they pull me aside and say, "I just got to thinking about this. I'm concerned about this or what have you.

Another principal discussed his intentional attempts at informal dialogue, stating,

I try at least twice a week to eat lunch with the faculty. I feel that there is a lot of communication that goes on. They ask me some very pointed questions. I believe, though, that there is a lot of times that I'm able to dispel some

misinformation that's out there. They don't have any problems asking me the tough questions. Likewise, I also don't have any problem telling them they're out of line, and that's not their decision or not any of their business. It's a two way street. . . . I think that's very helpful.

A building-level administrator commented on the value of being visible as an informal approach to communication: "At times this pays dividends. Someone will say, 'Oh, by the way, did you know this, or I need this.' " He commented on the informal communication channel between himself and the building representative: "She will come to me and say, 'Have you heard this is going on, are you aware of this?' She'll come to me and say, 'Is this right, is this what's really going on?' and give me the background of this and what do you know about this, which I think is the way to go."

The principals and teachers said they recognized the value of maintaining informal, open communication channels.

The level of teacher involvement in managing differences (conflict resolution and problem solving) depended on the building. When asked about problem solving at the building level, the administrator explained her approach:

I like to look at my role as a facilitator more than anything else. If we have a problem, this staff is extremely good about bringing it forward immediately. And they will first communicate with me. And then we all meet together . . . we try to brainstorm and see what's going on and how to solve the problem. This group does a great job of brainstorming and coming up with a collaborative solution.

The focus group of teachers from this building commented,

I feel like the administrator does a good job of pulling the staff together for a meeting and usually tells us what the situation is and then asks for feedback from us. I feel like she's really good about finding out what we want to do. And the people who have strong opinions on it have an opportunity to say. We have an opportunity to hear different sides of different issues. . . . She pulls us together, and we have an opportunity to talk about it.

However, there was disagreement within the focus group. Another teacher stated,

I disagree. We have almost no staff meetings. What staff is happy about is that things get done. My perception would be that often we've made a decision [about

how to solve a problem] when one teacher has talked with her. The teacher goes to her, "I've got a concern." The principal stops or changes, and then later we hear, "I had to do this because we all agreed that it was out of hand."

He offered an example:

Someone went before the parent council and said what the teachers want is to have money deferred to buying literacy texts. But a lot of teachers aren't even happy with the literacy program. They're feeling it's being imposed on them, but now a lot of money is also going toward this. It was presented as a staff decision. I don't think it was a staff decision. . . . It was a one-person decision.

He communicated his belief that there was general satisfaction that problems were being addressed:

But again, things are happening and problems are going away, and some of the things that had completely disabled the staff in the past have stopped. . . . We went from an administrator who said, "Gosh, that really troubles me" to an administrator that says "that's not going to happen." Well, in between there could be, "What do we think?"

The administrator said she made every attempt to engage staff in the problem-solving process. The focus group of teachers in this building did not reach agreement on the amount of teacher involvement in resolving problems. However, all the teachers agreed that they believed and were satisfied that problems were being resolved.

Another building-level administrator shared his belief that many problems were addressed through the grievance process. He commented,

I've probably had four or five grievances this year. There tends not to be a step in the problem solving, the problem identification and developing common interests, let's see if we can work this out. Usually what I'm getting is, we have a pre-grievance hearing, but usually issues are presented with a concrete kind of a, this is the remedy that I want. And so I've been facing each and every year more increasingly kind of putting what I would consider solvable issues into a formal grievance process.

He offered an example:

Teachers at all three levels filed a grievance about too many hours in their day. For department meetings, teachers meetings, we tend to run meetings at the end of the day, very short, very businesslike, because they've already been here seven hours. And no one has ever come close to the 31 hours. And it was really a

position that one of us was going to lose. Well, the union took it to arbitration and they lost. But now when I try to get science department teachers to meet and do curriculum, I used to be able to get release time for them. I could get subs, or I could pay them curriculum rate. Now, I've got to make sure they have their 31 hours in. So a reaction has created another reaction. And we're losing sight of what our purpose was.

This administrator identified the grievance process as a means to force dialogue between the teachers and administrators. He said he saw the value of two-way communication and sharing perspectives to resolve problems. However, this was not the prescribed behavior in this building.

The focus group of teachers from this building reflected on the problem-solving process: "It depends sometimes on what the issue is. I feel like the administration decides that these certain issues, they're going to handle. I just always feel like, okay, this is something new that's going to happen. Never, what do you think about it?"

They discussed the opportunity for staff input through the school improvement team:

We do have a school improvement team. It is my opinion that it is not a good representation of everybody in the building. I don't think that it's been a process that we've necessarily felt, as staff members, welcome to contribute to because of the fact that members were kind of selected by an individual. And that a decision made by that person, and it's fine and there were reasons behind it, but I think that it alienated quite a few people as far as having input. . . . I feel like the team is in place and a lot of times we're told, oh, well, that was a decision made by the school improvement team. It's like an untouchable kind of a thing, like we decided. I mean, some of the decisions are wonderful and I think they benefit all of us. Not that we need input on absolutely every little tiny thing that goes on, but I think that maybe that process has alienated some people.

The teachers in this building said they did not feel like they had a voice in the problem-solving efforts. Teachers voices could be heard through the school improvement team, but they said these teachers weren't necessarily a "representative group."

At a third building in District 3, a building-level administrator commented on teacher input in the problem-solving process:

These people will speak out at a meeting, but they won't come to administration and express their concerns. I don't like the issue of them addressing something in a staff meeting, where they're trying to make themselves look good, and trying to make administration look bad.

He indicated that teachers did not identify problems in an appropriate forum. He said the administration attempted to solicit their input on problems, but the teachers did not respond. The focus group of teachers from this building commented, "I think if you come to the assistant principals with a problem, they will definitely listen to you. Whether they can do anything about it is dependent on the situation."

One teacher at this building communicated a problem-solving experience he viewed as positive. He stated,

One assistant principal put together the exam schedule. He had first hour being 100 minutes and second hour being 85 minutes. You know this isn't going to be fair to my second-hour class. So my problem was second hour has to stay 15 minutes late until you get your 100 minutes. So I went to the assistant principal. He said, "I made a mistake. I'll fix it."

He offered another example that he said was a positive problem-solving experience:

I had a problem once with a policy another teacher had in her class. I went and talked to the principal about it, and she did listen to me. She listened to the other teacher, and I think she made a decision that was good for both of us. So that was a situation that I went to the principal about a curriculum issue and she did listen to both teachers, and she still made the decision, but with our input.

Another teacher in the focus group replied, "As a staff member, we ought to hear more of that, because most of what we do hear is negative and that's a positive!"

The approach to resolving conflict at the individual level depended on the building. One building-level administrator discussed the importance of identifying potential conflicts. She commented,

I touch base with every teacher every single day. If they have a gripe, I know about it at the ground floor, and we can kind of smooth things out before they get too big. These folks are open communicators. . . . They come directly to me and I listen. I figure my job is to listen, and then I'll tell them either "I can't change it,

this is the way it is going to be,” or usually it comes out in our other process as we’re discussing it openly.

The focus group of teachers from this building commented,

She isn’t afraid of conflict; I have a definite reverence for her. I have felt very secure. I think it was just last year, I had an issue with a parent, and I remember feeling like, I haven’t done anything wrong, and the principal will back me 100%. And she did.

The teachers said they valued this administrator’s approach to conflict and felt supported.

Neither the administrator nor the teachers commented on the teacher’s role in resolving conflict at the building level.

In another building, the approach to conflict resolution was situational. The principal commented,

You know, it depends on what the conflict is. There is no general pattern to conflicts. If it is a union contractual issue, it is usually done by the union officers. Most of the time the teachers aren’t even informed. Normally, I mean, there is a grievance. I even had a grievance this year about a vacancy. Even the person affected by it didn’t know a grievance had been filed on their behalf. I would think the situational things that affect everyone are probably taken to the union.

The principal discussed the role of the union in resolving conflicts through the formal grievance process.

The administrator in the third building discussed the use of the grievance process for resolving conflict. He reflected,

Last year we had the first faculty meeting, and they filed a grievance right after it because according to the contract the only time we had left for their time period was 15 minutes. So they filed a grievance because the faculty meeting went for 45 minutes. The grievance was that they have professional hours, which means they did not want the professional hours to be included in their duties. In other words, we couldn’t ask them to help monitor during their planning period. They won the grievance. Basically, we cannot assign any duties during their planning period. When the grievance was filed, they wanted that time, though, to be included in their work week. They wanted the five hours counted toward the 32 in the contract, but they didn’t want us to be able to assign duties. So, I mean, that is the attitude we’re dealing with. Basically, they wanted their cake, but they wanted to eat it too, so to speak.

The teachers in this building commented on grievances as a means to resolve conflict:

I can't tell you how many grievances we have pending, and they're all dealt with in the same way. There is absolutely no resolution. You can count on it. It will be bumped out of the building to the superintendent's level, and they will patently be turned down. Then they will go to arbitration. We lost a very important arbitration last year that had stagnated all year long, before we had an arbitrator. Basically, the superintendent brought in a shark attorney out of Grand Rapids, and we were given an MEA Uniserv director who wasn't qualified to do the job.

The teachers offered an example: "Our planning periods are not considered part of our professional day. We lost that, but we've now got grievances this year pending because of the way that they're interpreting the total hours; it's contractual. It's very nasty." The teachers continued, "I don't think conflicts at this level are resolved. I think it's 'do it my way or hit the highway.' I cannot think of one thing that we as a staff were unhappy about that has been changed." They offered a historical perspective on conflict resolution at the building level:

It used to be real open, real up front. It was, "I can fix that," or "No, I can't; you need to bump this up." And so a lot of things never went out of this building. We've had situations in the last two years that should have never, never left this building, never should have gone as far as they did. And they're going to arbitration. I don't know if it's because our principal isn't empowered to make these decisions or if she doesn't want to. Maybe she's been given the order to deny them all. The attitude is "deny them all and they'll go away with time." Or we'll finally get to arbitration and we'll win.

Both the administration and the teachers recognized the grievance process as the means for resolving conflict at the building level. Both said that resolving the conflict by listening to varying perspectives was the preferred method, but it was not the prescribed behavior at the building or district level.

The grievance process was recognized as the method for forcing dialogue between the parties. In general, the grievance process is considered to be adversarial in nature. It forces administration to hear the concerns of the teachers and ensures due process. In District 3, the grievance process had been used 26 times over the past five

years. Of the total grievances filed, 18 addressed building-level decisions, but only 4 were resolved at the building level.

In District 3, the union was actively involved in resolving conflicts and addressing problems with the administration. The level of union influence depended on the building. A building-level administrator commented, "Either a building in this district is very hard-line union, or they are of an 'It's there if I need it' type attitude." Another administrator commented on the union presence and the Master Agreement:

I think the union is very active. They know the contract, they know when the contract is being abused or when there are violations of the contract. But I think that if you live by the letter of the law of the contract, I don't think the school system can do everything they need to have accomplished. I think when you look at the contract it's a give and take situation. Unfortunately, at times they want to argue, want to live by the letter of the contract in some areas. But when you use and read the contract, there is some latitude that administration can do like I mentioned earlier with additional hours. If we were to start to assign teachers to be here for additional time after the school day, they would file a grievance. Yet I think we would be well within our rights to do it by the letter of the contract.

However, the relationship with the union within a building did not always reflect the relationship with the teachers in general. A building-level administrator commented,

The working relationship in this building has not broken down. I don't think our working relationship in this building has broken down how the relationship with the union officials and the administration has broken down. So I don't think it reflects that. I think people still want to do a good job. They still care about kids.

In District 3, there was a strong presence of the union in managing differences at the building level. Both the teachers and administrators said there was an "us versus them" tone that affected the process of managing differences. Grievances were often used to resolve issues and address problems. It was through the grievance process that dialogue was initiated or forced. The established formal and informal communication channels often promoted one-way dialogue. However, at all buildings, both parties said there was an attempt at informal, two-way dialogue through the conscious efforts made

by building-level administrators to be visible and accessible. Within this structure, the parties engaged in a mixture of fostering and forcing strategies, with a greater use of forcing strategies.

Decision making. In District 3, the decision-making process used at the building level depended on the building, as well as the type of decision. At times, decisions were made with input from teachers. In such cases, the teachers might be used as sources of information to guide the decision-making process. Several teachers communicated their belief that they often were not part of the decision-making process, and voiced their concerns.

In one building, the administrator said she sought and valued teacher input in decisions that affected the building. However, there were times when the decision needed to be made by the administrator. She commented on the process:

We do a lot of discussion and then we come up with a majority. "What can we live with? Can everybody live with this?" Even if there is one person who says, "I absolutely can't live with that," then we go back and take something else and look at it and discuss it and see if we can live with that. Everyone doesn't have to be 100% happy, but our rule is everybody has to be able to live with it. And nobody can sabotage whatever we do.

She continued,

When it comes to hard-core decisions, the teachers know that there is a rift, we just can't come to a collaborative agreement, I will make the decision. And they understand that the bottom line is, if I have to, I'll just make a decision and we'll go from there. And I'll take any heat that comes from that.

She offered an example of a decision she had had to make:

I've only had to do that on probably one occasion here. It was a big issue, and it was whether or not teachers would be turning in lesson plans. I was having difficulty seeing where the curriculum was being taught at all times, at certain grade levels. So we did a lot of discussing, they didn't like it, it wasn't going certainly where I wanted it to go, so I had to say, "This is going to have to be an administrative decision." So we do that at times.

She offered an example of a collaborative decision, guided by teacher input:

Our parking lot situation here. . . . We had a lot of problems with parents and kids being unsafe because parents were not picking up or dropping off appropriately. All sorts of issues going on with the parking lot. Two teachers came to me and said, "We've got to do something. This is getting really out of hand." So we had a meeting . . . we could tell the parents they can't, you have to have your kid ride the bus. We came up with all sorts of things. A lot of the teachers couldn't live with that because we're here to serve the community and to help the community, and that really broke down our community feeling. So then someone said, "Okay, what we'll do is all teachers will cram in on one side of the building," which is very inconvenient for the folks on the other side. But after a lot of discussion, and a promise that we'd look into expanding the parking lot, everybody said they could live with it. So, that's what we're doing at this point in time.

In this particular building, the administration's approach to the decision depended on the type of decision.

Another principal discussed a formalized decision-making process used in his building. The process was called the "shared decision-making process" and had been printed and placed in the teachers' handbook, as well as distributed in mailboxes. The five major steps of the process were: (a) announce the concern and form an interest group; (b) interest group establishes goal, explores alternatives, selects a solution, and develops an action plan; (c) interest group distributes draft of proposal, seeks feedback, and develops final draft; (d) entire staff votes, requires 75% of total staff to pass the proposal; and (e) implement the proposal. This process was initiated through teacher concern, elicited teacher input, and allowed teachers to vote on the final outcome.

The administrator said this process was used "for short-term, procedural or policy kinds of things that affect the working conditions or even the teachers." He offered an example:

The middle school shares buses with the high school. When the high school had to change time, we had to change our time because of busing. We had to add five minutes to our schedule. So the teachers were actually given the problem, "How do you want to handle this five minutes?" It had to be instructional; we did have some general guidelines. They came up with a solution, voted on it, and it was put in.

He commented that the formal decision-making process, based on teacher input and ownership of the decision, was not always used. He stated,

As the relationships with the union have become more formalized, and I would say problematic, the less decision-making process is being used, even though it's available. I'm concerned that people don't take problems on and try to come up with a solution without seeking a remedy that is more formal and conflict. . . . The informal relationship where things can kind of be prevented has sort of died away.

Another process for decision making in this building was through the school improvement team. The school improvement team had a membership of teachers and support staff. This representative group often was responsible for making decisions that affected the building. The principal explained,

We have a school improvement team with 12 teachers on it. When we make decisions, we report back on a monthly basis. These are our recommendations. For a lot of teachers, everything is fine until one of the recommendations impacts what they are doing in the classroom, and then they say, "I want to vote on that." . . . But they don't want to be on the school improvement team that does all the work for the whole year.

He continued,

If you want to be empowered, you need to get on one of these committees. For example, we wanted to make sure our reading scores at seventh grade were maintaining, and we didn't want to go down in reading content area. We wanted to have dedicated reading time as a whole school. We were going to do it at the beginning of Monday when we do announcements, so it was going to be dedicated reading, silent reading in the whole school. . . . The school improvement team brought this up, and we looked at all the statistics and made the recommendation. We wanted a common time, but I had a lot of teams that all wanted it to fit into their schedule at different times. We had to say no, we've got to find a common time. So, I just made a decision, we're going to do it at this time. But that caused problems. And like a lot of teachers said, you guys can do what you want, but when it affects me, then I want to be able to have some input. And my concern is, you need to be part of the process, too. You can't just veto decisions that are coming out.

He expressed his belief that "the teachers are feeling they are not being involved in some of the decision making at both the district and building level."

The focus group of teachers from this building said they “couldn’t describe the model.” They continued,

We have a decision-making model, but it isn’t used. And it isn’t being implemented, which was a big question at the beginning of the year. . . . The feeling I got was the teachers felt that decisions were being made without discussion, without input. I feel like he would like to implement the model consistently, but I don’t feel like it always is.

They offered an example of a decision that had been made with little teacher input:

One of the issues was the band/orchestra was taking a trip. The feeling from staff was that the decisions were made about that trip, and implemented and then informed to the teachers after everything was already done. You know, at what point do you get people involved?

Both the administrator and teachers from this building said there was a concern about the amount of employee voice in decision making. A formal model existed, but it was not used consistently.

At the third building in the district, the administrator commented on his belief that staff should be included in the decision-making process, but that was not easily accomplished. He stated,

Our tone in this building in the last two years has not been cooperative. I feel that there are a lot of things that the administration has tried to do, including the staff in decisions. I think a lot of positive things are being tried here. Things that are proposed to the staff are being shot down. There is a general antagonistic feeling towards administration. . . . We consult them on things, bring them in. There is a feeling behind closed doors of cooperation, and then when they go out all of a sudden there is not that cooperation.

He reflected on a potential influence:

I believe that part of the problem is that the principal wasn’t their choice, so they’re not going to be cooperative. I say, “The superintendent and the board of education made the selection, a decision made outside of the building. So why is the principal being held accountable for it?”

He continued, “A lot of times staff doesn’t want to get involved; they want to sit back and say, ‘You go ahead and do something, and then let me know. I’ll let you know if it’s the

right choice.' It's a good staff, but I think they're resistant to change." He offered an example regarding the attendance policy:

There is never a right answer as far as attendance. And so no matter what attendance policy you have, you have some people who adhere to it and some that don't. You have some people who complain about it. . . . We've lowered our number of absences from nine a semester to five. Some teachers expressed a concern. So I sent an e-mail to staff asking them for any input they might have as far as how we could improve policy within the current language. I got eight responses. But yet when I sit down with teachers, they have all kinds of suggestions. But they're not willing to put it in writing. I probably had about 15, "Let's talk about it at a faculty meeting." I'm not sure anything would get accomplished in an open meeting.

The focus group of teachers offered a different perspective on the attendance-policy decision. They commented, "Teacher input was asked for the second time around. But the staff just shake their heads and say, 'What's the point?'" A teacher from the focus group reflected on her understanding of the original attendance-policy decision making:

I left the meeting of department chairs, assuming we were given a printout of what was going to. . . . I was under the assumption that what we were given was something preliminary, that it would be given to the entire staff for discussion. So I was shocked when I came back on Tuesday and found a copy of it in my mailbox. I said, "I thought we were going to talk?" . . . "Oh no, no. There's no discussion. This is it."

The principal at the third building communicated his belief that attempts were made to involve teachers in the decision-making process. However, he said the teachers were unwilling to participate. The teachers said their input was not solicited until after the fact and thought it was not valued by administration.

The focus group of teachers from the third building shared their perspectives on the decision-making process and the role of the principal. One teacher commented,

I feel that decisions are made unilaterally by the principal, and not as much collaboration as before she was the principal. She still decides she wants to do something different, like graduation, there's not talk about it with the faculty or anything. You just get a memo.

Another teacher continued,

Before, our school was very collaboratively run. The faculty had a lot of say. It was one of the things I really liked about it when I started working here. We were asked about things. If there was going to be a graduation-requirement change, there was a committee of teachers working through it. And now it seems like changes are made and we find out with a memo in our box that this change has been made; it's done, it's over with.

They discussed the decision on graduation in more detail:

The decision was made to change graduation, which is always set in the calendar. Now, instead of it being on Sunday, it's going to be on Friday night. . . . For post-commencement, kids would meet on Sunday night at [a local restaurant]. The whole purpose of that is to get kids off the street and not drinking after graduation. A parent-sponsored, parent-supervised party traditionally goes on Friday night. Parents who have already scheduled caterers for their home for Friday's open houses, they're all in trouble. Anybody who's coming in from out of state who wanted a place to stay, made reservations for Saturday night, and then it's Friday night. . . . The high school administration made that decision. . . . Discussion didn't go on. . . . The kids are in an uproar, too. They're furious. We just heard it in a memo. . . . I just saw it on the web site. I learned about it today when people started talking about it.

They offered another example of a decision regarding grade books that they said was made "unilaterally":

She told us, "You absolutely must have a grade in your grade book every three days." She got off on a bad foot because of that. Can you imagine an English teacher having to put a grade in that grade book every three days? An English teacher who teaches expository writing or some other writing course. They had to have three papers a week to grade, and it was just ridiculous. It was like we weren't treated like professionals.

A teacher from the focus group commented on how she felt about the relationship at the building level, which had changed over time, stating,

It used to be, in my opinion, you couldn't ask for a better job. Unfortunately, I'm here until the end of my career. I expect to outlive it. But this used to be the greatest school in the world to work for. I truly mean that. We were a family as far as faculty and staff, and you could go see the principal if you had a problem. Now, I don't think you can without it coming back and getting you. Whether it's right or wrong, that's the way too many of the staff feel. It's us against them. . . . We were always administration and staff or administration and faculty, and now we're labor and management.

The teachers said their input was not sought or valued. Instead, they said that final decisions often were communicated to the staff through one-way, informational channels. The teachers said there is a sense of “us versus them” with respect to the overall relationship between administration and teachers at this building.

The building-level administrator identified and described two collaborative decision-making efforts in this building. He explained,

The master schedule and budget is collaborative. We will take at least a day, sometimes more. We'll pull the teachers' curricular chairs out of their classes. We'll bring subs in, and we'll arrange it. We'll draw up the master schedule. Our department chairs are actively involved. Our former principal started with the idea that it's your people's money, and so department chairs sit down and we come up with what the budget is. So teachers are involved in decision making.

In this example, the administrator said that teacher contributions and insights were a valuable part of these decisions, enhancing the outcome. The focus group of teachers did not comment on the collaborative development of either the master schedule or the budget.

The decision-making process used at the building level was not consistent throughout the district. The amount of teacher involvement depended on the building, as well as the type of decision. In several instances, the administrator tended to make the decision and the teachers were then informed of the outcome. The teachers said they were not satisfied with the amount of teacher voice in the decision-making process.

Throughout the interviewing process, administrators and teachers consistently commented on the district-level relationship between the employer and teachers. One administrator commented,

We have very strained relations. We meaning administration, board, and teachers. I don't feel it because I think it is based more at the secondary level than it is at the elementary level. I've never seen so many grievances go to arbitration as I have in the last couple of years. I think that's very telling. It's a

lot of money to solve what I think are some pretty small problems, or small differences of opinion. It's getting tenser than I've seen it in probably 15 years.

Another administrator commented,

I think it's really unfortunate that within our district right now I'm not seeing a lot of collaboration between administration and teachers, the sit down let's talk type of thing, as opposed to "I'm immediately going to a grievance. We're going to push it through, we're going to arbitration." I'm feeling it's a much more us-and-them situation, and I think that's really sad.

Teachers shared their perceptions on the overall climate in the district and the role of the union. One teacher commented, "Teacher empowerment is a phrase of the past."

Another teacher shared an opinion:

There's also been an established tone that they will get rid of you if it saves them a nickel, so that money could be spent elsewhere. So there's no feeling of security. Nontenured teachers feel like they can be the victims of arbitrary and capricious behavior, that there's no rhyme or reason. . . . Well, they are going to lose their jobs in June. They'll get pink slipped.

The teacher continued, "The union has become more active for self-preservation. You sort of worry that decisions are being made without people thinking." Another teacher summarized at the end of the interview, "We're really painting a pretty bleak picture, but you know what, it's pretty bleak! One thing that has come out of this, we've gotten stronger. We're better unified."

Other Influences on the Employer/Teacher Relationship

As I interviewed the various individuals within their roles, many communicated their view that the superintendent played a key role in setting the tone for employer/teacher relations in the district. One individual stated, "I truly believe the tone has been set at the very top." A teacher talked about a former superintendent, commenting,

We had one superintendent, she would like to know what you think. It's just the respect, the dialogue, just a different tone. I mean, she involuntarily transferred me here. I was pleading, "Please don't do this to me." . . . It was a good decision. But she took the time to get us all in and say, "Look, here's what I've got to do.

Here are your options. What are you going to do?" Well, we all sat there and we all figured out at a time of layoffs, what we wanted to do. She said, "Fine." It was like, wow, even though I was the one that got transferred, when I waited and when we dialogued about it, and when I understood that someone's job was being saved. These are my parameters and this is based on your contract, based on a respect for the document. We had input that was respected.

She offered that example to demonstrate a contrast with the current superintendent's leadership style. She described her perception of the current, established chain of command:

There is a string of appointments from the superintendent that are new personalities. So what we've established is a chain of command, but it's not just the technical chain of command, it's favorites. . . . So you don't challenge somebody because they're talking to the superintendent every day. And retribution can be very personal. Individuals can be under attack because they're not with the programs.

She continued, "The board doesn't seem to have a clue. After many things happening, lots of complaints, the board, for example, approved mightily the superintendent's actions and we're all thinking, wait a minute."

An administrator commented,

I would say our superintendent has attracted a lot of negative attention from the union. He tends to be a target of a lot of criticism openly by teachers. I'm not sure where that is coming from. I've heard people say, "He's trying to break the union," or "He can't be believed." But when I ask if they have talked with him, the answer is "No." So I'm not really sure how that gets filtered out.

An administrator commented that she believed the overall relationship depended on the leadership of both the union and the district. She stated, "The relationship has gone from some years, good years, but depending on the personality of the superintendent, and the personality of the union president." She offered an example of "good year" and compared it to the existing relationship:

The union president was a very diligent president and definitely insisted upon the rights for her members. She was a good president. And our superintendent at that time was very willing to discuss, and compromise, and cooperate, and bend over backwards basically to meet them any time and place. And they had a president

who was willing. The next superintendent's era, things didn't go so well. He was the kind to make administrative decisions. I think he came from another state, where he felt that he had the ability to make unilateral kinds of decisions, and then tell people. It doesn't work like that. Now I would describe it as the parties don't have much conversation or collaboration.

A teacher commented on the challenges that the union had faced over time, commenting,

I think a lot of people are very lost because our union went through a crisis several years back. Our president resigned and nobody else wanted to be president, and someone said, "Okay, we have to have a president, I'll do it." And so it was--we've been somewhat at loose ends for a while.

An administrator offered a similar perspective, commenting,

The union started to cave in upon itself about five years ago. When that started, I think the feelings of us-and-them, and I must survive type of thing came in. There was a lot of in-fighting. Once that started to smooth out a little bit, it still looked to the rest of the district for more of that conflict, combative type thing. So it just kind of grew, it festered out.

Both parties said the existing relationship had been influenced by the superintendent's leadership style, as well as the challenges faced by the union over the past five years.

Also, it must be noted that there had been significant turnover in administration and union leadership in District 3. However, the teachers at the building level had remained relatively stable. The longevity of specific district employees is shown in Table 3.3. Before the current superintendent, there was an interim superintendent for one year. The two superintendents before that averaged 3.5 years in the position. One administrator commented on the turnovers stating,

We've had kind of revolving superintendents, three in the past several years. One superintendent who did not have credibility in the community and was asked to resign. Another superintendent who was brought on board for one year to sort of heal, because of all that was involved in closing schools.

She continued,

There is not the continuity; the stability. At times there has been good union-management relations. And at other times there just hasn't been. . . . It depends

on so many things. It depends on who's leading the union. It depends on what their perspective is.

Table 3.3
Longevity in District 3

Employee	Years in Current Position	Total Years in District 3
Superintendent	4	4
Director of human resources	4	17
High school principal	2	2
Middle school principal	3	11
Elementary school principal	3	28
Union president	1	17
Teachers	10*	10*

*Average years of experience of teachers participating in focus groups.

A teacher commented on the turnover in administration at both the district and building levels and her perception of the effect on the district, stating,

We have superintendents that, we change superintendents every three to five years. No only do we change superintendents, we seem to feel that we can't hire a superintendent from the state of Michigan. We have to go outside the state. Every principal we've brought into the high school has been [from] outside the district. And so the attitude of the teaching staff is they're not going to be here long. They're only here to add District 3 to their resume, so they can move on to the next step. The staff believes that they're not really sure there is a lot of concern for the district and the staff themselves. The people are here to promote themselves and move on, as opposed to what is good for the district.

At the high school, there had been three principals in the past eight years. A teacher commented on the turnover and her perspective on its effect: "We change principals every three years, four years. So I think there is a feeling among staff members that they don't need to do that. I've been here 20-some years, so I'll be here after they leave. So I don't need to do that." The same pattern of turnover was evident at the middle school level. The middle school principal stated,

One of the things is they wanted some stable leadership. Our middle school has changed quite a bit with leadership the last three or four years before I came. There used to be a principal here a long time, probably for 25 years, then retired. There has been a different principal almost every year for about three or four years. There was not consistency, no vision.

Administratively, a philosophical approach to employer/teacher relations had not endured over time. The same can be said about the presidency of the union. As a result, there was not a shared history between the union and administration. Instead, the relationship seemed to be in a state of conflict.

Summary of District 3 Case Study

Based on the collected data and resulting analysis, the existing employer/teacher relationship in District 3 can be categorized as containment or avoidance/compliance. There was an adversarial relationship between the employer and the teachers' union, and a level of compliance on behalf of the employees. According to the definition of a relationship based on containment or avoidance/compliance (see Chapter I), District 3 exhibited the following characteristics:

1. The parties were concerned about their own survival.
2. The power and responsibility for managing the organization were with management.
3. Management diminished the union role, whereas the union maintained checks and balances.
4. Management discounted the power of the union.
5. Neither party accepted the other's definition of its legitimate role.
6. The parties struggled over the amount of employee voice.
7. Management relied on its power to implement decisions it made on behalf of the organization.

8. The parties primarily engaged in forcing strategies when engaging in their interactive processes.

As illustrated in the presentation of data, these characteristics were evident in their approach to bargaining the Master Agreement, managing differences (conflict resolution and problem solving), and making decisions. There is also evidence that communication channels were both formal and informal. At the district level, communication generally was formal and infrequent, and the dialogue often was one-way and informational in nature. In fact, the grievance process often was used to initiate dialogue at all levels. However, there were times at specific buildings when there was two-way communication with the intention of seeking teachers' input and perspectives. A level of trust was not evident at the district or building level.

CHAPTER IV

CONCLUSION

Overview

Over the past 90 years, there have been many influences on the evolving relationship between teachers and their employer. A historical perspective of the employer/teacher relationship was presented in Chapter I. As a point of comparison, a historical perspective of employer/employee relations in the realm of industry was also documented in Chapter I. Based on the literature, researchers are able to describe the current status of the employer/employee industrial labor relationship. In this study, I focused on bringing the historical account of the employer/teacher relationship in public schools forward to the present by addressing the question, "What does the relationship between teachers and their employer look like in the year 2002?"

This research was initiated to explore and describe the current relationship between the employer and teachers in the public schools. An adapted conceptual framework or model developed by researchers in the area of labor and industrial relations was used to explore the employer/teacher relationship. The framework guided the research and established distinct categories to guide the data-collection process. The interview questions, as well as the information gathered through archival sources, were directly related to the categories established in the labor relations model.

The literature review presented in Chapter I described the employer/teacher relationship from the early 1900s up to the 1980s. One of the intended outcomes of this research was to extend the "timeline" and describe the type of employer/teacher relationship that exists in the year 2002. Once this relationship was described, I was able

to compare the current trends in the employer/teacher relationship in public schools with those trends identified in the industrial setting. A secondary objective of this research was to determine whether a conceptual framework developed by researchers to describe labor relations in industry would be applicable and useful for describing the employer/teacher relationship in public schools.

The purpose of this study was to explore and describe employer/teacher relations in today's public schools. In this study, I examined (a) the relationships between the teachers' union and the administration at the district level and (b) the relationships between teachers and administrators at the individual or building level in selected schools in the district. In an effort to describe the employer/teacher relationship in public schools, this level of abstraction was reduced to the investigation of observable or describable interactions between the parties at both the building and district levels. Therefore, the following exploratory questions were established and used to reduce this abstraction to data:

1. To what extent do administrators and teachers engage in the strategies of forcing, fostering, and escaping as a means for interacting with each other? More specifically:

- a. How does forcing, fostering, or escaping show up in the individual schools' bargaining processes?
- b. How does forcing, fostering, or escaping show up in the individual schools' problem-solving processes?
- c. How does forcing, fostering, or escaping show up in the individual schools' conflict-resolution processes?

2. To what extent do the board and the teachers' union engage in the strategies of forcing, fostering, and escaping as a means for interacting with each other? More specifically:

- d. How does forcing, fostering, or escaping show up in the district's bargaining process?
- e. How does forcing, fostering, or escaping show up in district's problem-solving process?
- f. How does forcing, fostering, or escaping show up in the district's conflict-resolution process?

On a third level, the answers to these questions provided an overall way to describe or categorize the employer/teacher relationship in an entire district. After gathering data by addressing the first two exploratory questions, a generalization was made about the relationship between the administrator and the teacher at the building level, and the teachers' union and the administration at the district level. Therefore, a final exploratory question answered in this research was:

3. Is the existing relationship between the teachers and the administrators, as well as the union and the board of education, best categorized as (a) teacher commitment and union cooperation, (b) teacher compliance and union containment/avoidance, or (c) teacher compliance and union arm's-length accommodation?

The outcome of addressing these exploratory questions in three separate "instances of the case" allowed me to establish a guarded description or categorization of the employer/teacher relationship in those specific public school settings.

Addressing the Exploratory Questions

In an effort to explore and describe employer/teacher relations in public schools, answers to the exploratory questions were sought in three school districts, each representing an instance of the case of employer/teacher relations. The exploratory questions focused the research on the interactions between teachers and administrators, allowing me to describe the existing relationship. The goal was to gain an in-depth understanding of the structures and processes that influence the relationship, as well as an understanding of the meaning for those involved in the employer/teacher relationship. This generated a broader understanding of the phenomenon of employer/teacher relations in each of the public school settings.

In an effort to explore and describe the existing relationship at both the individual and organizational level, respondents were asked to discuss and give examples of how the processes of bargaining, problem solving, conflict resolution, and decision making occurred at the building and district levels. The respondents were also asked to describe and give examples of the existing structure and frequency of communication, which either enabled or detracted from the processes. By gathering data through interviews and reviewing archival data (grievances and letters of agreement) and the Master Agreements, I was able to infer the prescribed behaviors or strategies (forcing, fostering, or escaping) used by the parties as they engaged in the employer/teacher relationship.

To determine whether parties used primarily fostering or forcing strategies in their interactions with each other, I looked for specific indicants. If the parties predominantly used a forcing strategy, administrators and unions mobilized coercive or persuasive powers to achieve their goals. This was evident in the way the parties engaged in bargaining, problem solving, conflict resolution, and decision making. A forcing strategy

emphasizes distributive bargaining. Other indicants of a forcing strategy would be one-way dialogue, with one party communicating or dictating final outcomes. Often the outcome of decision making, problem solving, and conflict resolution is based on little input by the other party, and the solution ultimately reflects a minimum number of options generated for consideration. With a forcing strategy, there is a low frequency of dialogue between the parties, and the communication is predominantly through formal channels. Finally, the teachers' union generally files a large number of grievances. The grievance process is an adversarial means for the union to exert their power, forcing the administration to dialogue with the union and resolve issues.

If the parties predominantly use a fostering strategy, administrators and unions generally use a more cooperative approach to achieving specific goals. This was evident in the way the parties engaged in bargaining, problem solving, conflict resolution, and decision making. A fostering strategy emphasizes integrative bargaining. Other indicants of a fostering strategy would be two-way dialogue, initiated by either party to solicit input that could ultimately influence or determine final outcomes. Often the outcome of decision making, problem solving, and conflict resolution is based on many options, generated by both the employer and teachers. In general, the parties share power and responsibility for decision making, problem solving, and conflict resolution. Employee input is sought and valued by administration. Furthermore, the administrators in this study communicated a belief that gaining teacher input served to enhance the outcomes generated by these processes. With a fostering strategy, there is a high frequency of continuous dialogue between the parties, and the communication is initiated through both informal and formal channels. Finally, the teachers' union generally files a small number

of grievances. This reflects the parties' willingness to resolve issues through ongoing communication and joint problem-solving efforts.

The answers to exploratory questions 1 and 2, which address the processes of bargaining, solving problems, and resolving conflicts at both the individual and district levels, provide a means to infer the categorization of the employer/teacher relationship for a specific district. In the end, a guarded generalization can be made about the relationship between the administrator and the teacher at one level, and the teachers' union and the central office administration at a second level. In other words, the outcome of answering the first two exploratory questions promotes an answer to the third exploratory question, or to a greater or lesser degree, the categorization of the employer/teacher relationship. The categories for the employer/teacher relationship are (a) district-level cooperation and individual-level commitment, (b) district-level containment or avoidance and individual-level compliance, and (c) district-level arm's-length accommodation and individual-level compliance. This analysis was applied to each of three public school districts.

District 1

As the data reflect, in District 1, the teachers and administrators at the building level primarily used fostering strategies as a means for interacting with each other. This was evident in the way the parties managed differences. As the teachers and administrators solved problems and resolved conflicts, they engaged in frequent, two-way communication. The teachers and administrators communicated a shared belief that both sides had something valuable to contribute to the processes involved in managing differences. Therefore, seeking the other's perspective and generating a variety of potential solutions was viewed as a means to enhance the outcome. In general, the

relationship at the building level in District 1 was based on a cooperative and collaborative approach, with a joint emphasis on mutual goals that ultimately promoted a high level of commitment on the behalf of the teachers.

The data collected at the district level in District 1 reflected a similar cooperative and collaborative relationship. Again, the parties primarily used fostering strategies as they engaged in bargaining, problem solving, and conflict resolution. This was evidenced by the frequent, two-way communication through primarily informal channels initiated by the parties to manage their differences. Like the building level, the union and central office administrator communicated a shared belief that both sides had something valuable to contribute to the processes of bargaining, problem solving, and conflict resolution. Therefore, seeking the other's perspective and generating a variety of potential solutions was viewed as a means to enhance the outcome. The relationship at the district level was based on a cooperative and collaborative approach, with a joint emphasis on mutual goals.

There were other influences on the relationship as well. Many of the respondents communicated their view that the superintendent played a key role in setting the tone for employer/teacher relations in the district. In District 1, the superintendent was viewed as promoting a cooperative relationship based on compromise and collaboration. Another influence identified by respondents was the longevity or stability of individuals in leadership roles. A shared commitment to a collaborative relationship, as well as the intentional behaviors that promoted a cooperative environment, had endured over time. As a result, the parties had experienced a history of shared successes, the collaborative approach had persisted, and a culture of cooperation and commitment had been maintained.

Based on the collected data and resulting analysis, the existing employer/teacher relationship at District 1 can be categorized as cooperation/commitment. There was a cooperative relationship between the employer and the teachers' union, and a high level of commitment on behalf of the employees. According to the definition of a relationship based on cooperation/commitment (see Chapter I), District 1 exhibited the following characteristics:

- The parties placed joint emphasis on mutual goals.
- There was a significant sharing of power and responsibility for the functioning of the organization.
- The power of the labor was derived from its ability to contribute value.
- A mixture of partnership and adversarial roles for the parties was acknowledged.
- Direct worker participation and representative democracy were considered important.
- The parties relied on shared goals and agreed-on principles for prescribing behavior.
- The parties primarily used the strategy of fostering when engaging in their interactive processes.
- The parties engaged in an integrative approach to the bargaining process.
- Communication was frequent, and parties used both formal and informal channels.
- The level of trust was high.

District 2

In addressing the exploratory questions in District 2, the data reflect that the approach to managing differences at the building level between teachers and administrators depended on the building. The parties engaged in a mixture of forcing and fostering strategies as a means for interacting with each other. This was evident in the way they managed differences. As the teachers and administrators solved problems and resolved conflicts, they engaged in frequent communication, through a mixture of formal and informal channels that were both one-way and two-way in nature. The balance of the type of communication depended on the specific building. There was a strong presence of the union in managing differences, often using the grievance procedure as a means to resolve issues. The teachers and administrators communicated a shared belief that both sides had something valuable to contribute to the processes involved in managing differences. However, the behaviors exhibited by the parties were not always consistent with the stated belief.

As the data reflect, in District 2 the central office administrator and the union engaged in a mixture of forcing and fostering strategies as they engaged in bargaining, problem solving, and conflict resolution. The parties discussed the existence of two-way, frequent communication. However, the data tended to reflect the existence of one-way communication that was initiated through formal and informal channels, with some use of two-way communication. The parties described a shared belief that both sides had something valuable to contribute to the processes of bargaining, problem solving, and conflict resolution, but this was not always consistent with the behaviors described through the data-collection process. The frequent interactions that occurred between the union and administration did not always result in the surfacing of individual perspectives,

but instead were often an attempt to build internal consensus around a specific solution. Often, there was a dependence on the formal grievance process to resolve conflicts and address issues.

There were other influences on the relationship as well. Many of the respondents communicated their view that the superintendent played a key role in setting the tone for employer/teacher relations in the district. In District 2, the superintendent was viewed as promoting an “us versus them” perspective and had insulated himself from the employees. The respondents communicated a lack of trust for the current superintendent, resulting from their perceptions of the leadership behaviors he had exhibited within that role. Another influence identified by respondents was the lack of longevity or stability of individuals in administrative, leadership roles. There had been a significant turnover in administration in District 2. Administratively, a philosophical approach to the employer/teacher relationship had not endured over time, and there was no shared history between the union and administration.

Based on the collected data and resulting analysis, the existing employer/teacher relationship at District 2 can be categorized as predominantly arm’s-length accommodation/compliance, with some characteristics of cooperation/commitment. According to the definition of a relationship based on arms-length accommodation/compliance (see Chapter I), District 2 exhibits the following characteristics:

- The parties acknowledged their conflicting interests and often emphasized equity in this context.
- The power and responsibility for managing the organization were often concentrated with management, with the management accepting the union’s checks and balances on management action.

- There were adversarial but legitimate roles for both union and management.
- The parties often relied on union representatives to express employee voice.
- The parties sometimes engaged in forcing strategies when engaging in their interactive processes.
- Communication was often one-way and informational in nature.
- The level of trust was low.

However, some trends in the relationship reflected to a lesser degree an employer/teacher relationship based on cooperation/commitment. These characteristics include:

- The power of the labor was sometimes derived from its ability to contribute value.
- There was some sharing of power and responsibility for the functioning of the organization.
- A mixture of partnership and adversarial roles for the parties was acknowledged.
- The parties sometimes engaged in fostering strategies when engaging in their interactive processes.
- The bargaining process tended to be integrative, with some regression to distributive or traditional.

Viewing the employer/teacher relationship on a continuum, District 2 would be placed closer to arm's-length accommodation/compliance.

District 3

In addressing the exploratory questions in District 3, the data reflect that the approach to managing differences at the building level between teachers and administrators depended on the building. The parties engaged in a mixture of forcing and fostering strategies as a means for interacting with each other, with a greater use of forcing strategies. This was evident in the way they managed differences. As the

teachers and administrators solved problems and resolved conflicts, they engaged in communication through a mixture of formal and informal channels that were both one-way and two-way in nature. The balance of the type of communication depended on the specific building.

In general, the teachers at the building level said their input or perspective was not sought or valued by administration. There was a strong presence of the union in managing differences, often using the grievance procedure as a means to resolve issues. The level of teacher involvement in managing differences depended on the building as well. Both administrators and teachers said there was an “us versus them” tone at the building level, which affected the processes involved in managing differences.

As the data reflect, in District 3 the central office administrator and union engaged in forcing strategies as they engaged in bargaining, problem solving, and conflict resolution. The parties engaged in a low frequency of communication that was generally through one-way and formal channels. There was little employee voice in the processes of problem solving and conflict resolution. Instead, the administration relied on its power to manage the organization. The union derived its power from their ability to force communication and resolutions through the formal grievance process.

There were other influences on the relationship as well. Many of the respondents communicated their view that the superintendent played a key role in setting the tone for employer/teacher relations in the district. In District 3, the superintendent was viewed as promoting an adversarial or “us versus them” perspective. The respondents communicated a lack of trust for the current superintendent, resulting from their perceptions of the leadership behaviors he had exhibited in that role. Another influence identified by respondents was the lack of longevity or stability of individuals in both

administrative and union leadership roles. There had been a significant turnover in leadership in District 3. A philosophical approach to employer/teacher relationship had not endured over time, and there was no shared history between the union and administration. The relationship seemed to be in a constant state of turmoil and conflict.

Based on the collected data and resulting analysis, the existing employer/teacher relationship in District 3 can be categorized as containment or avoidance/compliance. There was an adversarial relationship between the employer and the teachers' union, and a level of compliance on behalf of the employees. According to the definition of a relationship based on containment or avoidance/compliance (see Chapter I), District 3 exhibited the following characteristics:

- The parties were concerned about their own survival.
- The power and responsibility for managing the organization was with the management.
- The management diminished the union role, whereas the union maintained checks and balances.
- Management discounted the power of the union.
- Neither party accepted the other's definition of its legitimate role.
- The parties struggled over the amount of employee voice.
- Management relied on its power to implement decisions it made on behalf of the organization.
- Parties primarily engaged in forcing strategies when engaging in their interactive processes.
- Communication was generally formal and infrequent, and the dialogue was often one-way and informational in nature.

- The grievance process was often used to initiate dialogue.
- The level of trust was low.

Discussion

Current Trends in Employer/Teacher Relations

The answers to exploratory questions 1 and 2, which address the processes of bargaining, solving problems, and resolving conflicts at both the individual and district levels, provide a means to infer the categorization of the employer/teacher relationship for a specific district. The first step in describing the existing relationship within a district was to determine whether the employer and teachers used predominantly forcing or fostering strategies to engage in their interactions. The indicants for forcing and fostering strategies included the type of bargaining (integrative or distributive), frequency of interaction, one-way or two-way communication, formal and/or informal communication channels, amount and perceived value of input sought by other party, few or many options generated to address issues, and the number of grievances filed by the union. The second step in describing the existing relationship was to make a guarded inference from the answers to exploratory questions 1 and 2 as to whether the relationship was one based on cooperation/commitment, arm's-length accommodation/compliance, and/or containment or avoidance/compliance.

One of the intended outcomes of this research was to extend the timeline and describe the type of employer/teacher relationship that exists in the year 2002. After exploring and analyzing the employer/teacher relationship in three separate case studies, a description of the employer/teacher relationship that exists in today's public schools, at least with respect to those specific cases, was generated. Once this relationship was described, I was able to compare and establish whether the current trends in the

employer/teacher relationship that exist in the three public schools described in this research were similar to those trends found in the industrial setting. Therefore, this study contributes a description of the current status of the employer/teacher relationship to the established historical perspective of its evolution.

With respect to the three public school districts investigated in this research, at one end of the continuum, District 1 had established an employer/teacher relationship based on district-level cooperation and individual or employee-level commitment. The existing relationship in 2002 was one of “professional unionism” as defined by Kerchner and Koppich (1993), in which unions discard beliefs about the inherent separateness of labor and management, teachers and administration. Furthermore, the parties had established a “partnership” as described and endorsed by Chuck Anderson, Executive Director of the MEA (personal communication, 2000).

At the other end of the continuum was a more contentious relationship. In 2002, an adversarial relationship based on union containment or avoidance at the district level and individual or employee compliance was evident in District 3. The district-level administration dictated outcomes, while the union initiated the grievance process to force dialogue. The tone in the district was described by both parties as “us versus them.” In District 2, there was a verbalized attempt to move the existing relationship toward one of district-level cooperation and individual or employee-level commitment. However, the prescribed behaviors were currently closer to arm’s-length accommodation and employee compliance.

In general, the current employer/teacher relationship found in the three public school settings explored and described in this research can be categorized along a

continuum, with contentious and cooperative extremes. The continuum of the existing teacher/employer relationships in the identified public schools is depicted in Figure 4.1.

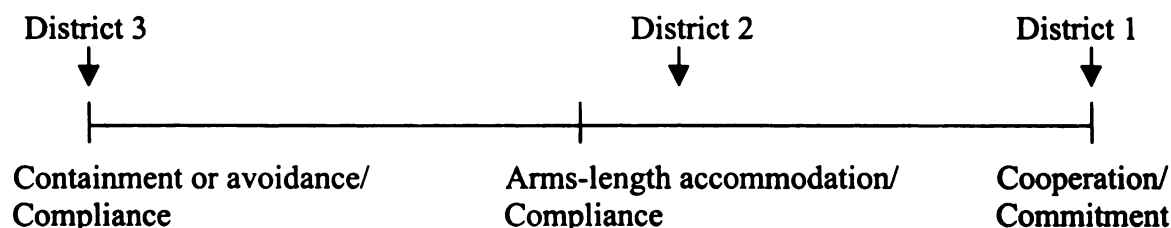


Figure 4.1: Continuum of the existing teacher/employer relationships in the identified public schools.

In this study, I explored and described the employer/teacher relationship in three public school settings. This study contributes to the existing body of knowledge and advances the historical perspective to 2002. Once this relationship was described, I was able to compare and establish whether the current trends in the employer/teacher relationship in the three public schools described in this research were similar to those trends found in the industrial setting. Walton et al. (1994) identified a trend toward both cooperative and contentious relationships as the prominent approaches to employer/employee relations in today's industrial setting. In other words, in their research they found that the employer/employee relationship is moving away from arm's-length accommodation/compliance toward a more cooperative extreme of cooperation/commitment or a more contentious extreme of containment or avoidance/compliance.

For the findings of this study, it was beneficial to categorize the existing employer/teacher relationship along a continuum, rather than create separate and exclusive categories. Similar to the industrial labor trends, this study indicated that there seems to be movement toward one of the two extremes on the continuum. As illustrated

above, the employer/teacher relationship that currently exists in three specific public school districts reflects a movement toward cooperative and contentious extremes.

Applicability of the Framework for Analysis in the Public School Setting

As the research proceeded, a secondary or underlying purpose of this study presented itself. The secondary purpose was to investigate the applicability and usefulness of a labor relations model in describing the employer/teacher relationship in the public school setting. The trends in the labor and industrial relationship, or the move from arm's-length accommodation to cooperative and contentious extremes, captured by Walton et al. (1994) were analyzed through the lens of a specific and substantiated conceptual framework. It was a modified and simplified version of this conceptual framework that I applied to the public school setting, allowing for a description of the current relationship between the employer and the teachers.

Walton et al. (1994) introduced a lens through which to view the employer/employee relationship at both the individual and organizational levels. The model identifies and defines key concepts within the framework that promote a more diversified analysis of the relationship within the roles of employers and teachers. The relationship at both the individual and organizational level is referred to as a "social contract" that represents the quid pro quos between labor and management, as well as the shared understandings about the "rules of the game."

Traditionally, the social contract at the individual level was premised on compliance, whereas the social contract at the organizational level was premised on arm's-length accommodation. In recent years, there has been a trend at the individual level for the relationship to be described as compliance or commitment. At the

organizational level, the trend for this relationship has moved to a description of cooperation or containment/avoidance.

To further reduce, the lens presented by Walton et al. (1994) is designed to analyze and identify or categorize the existing relationship (social contract) between employers and employees by understanding the “interaction system.” The interaction system becomes the unit of analysis and comprises three components: (a) processes, (b) strategies, and (c) structures. Investigating the interaction system leads to a more diversified analysis of the employer/employee relationship. The adapted framework or theory operationalized in this study is summarized in Figure 4.2.

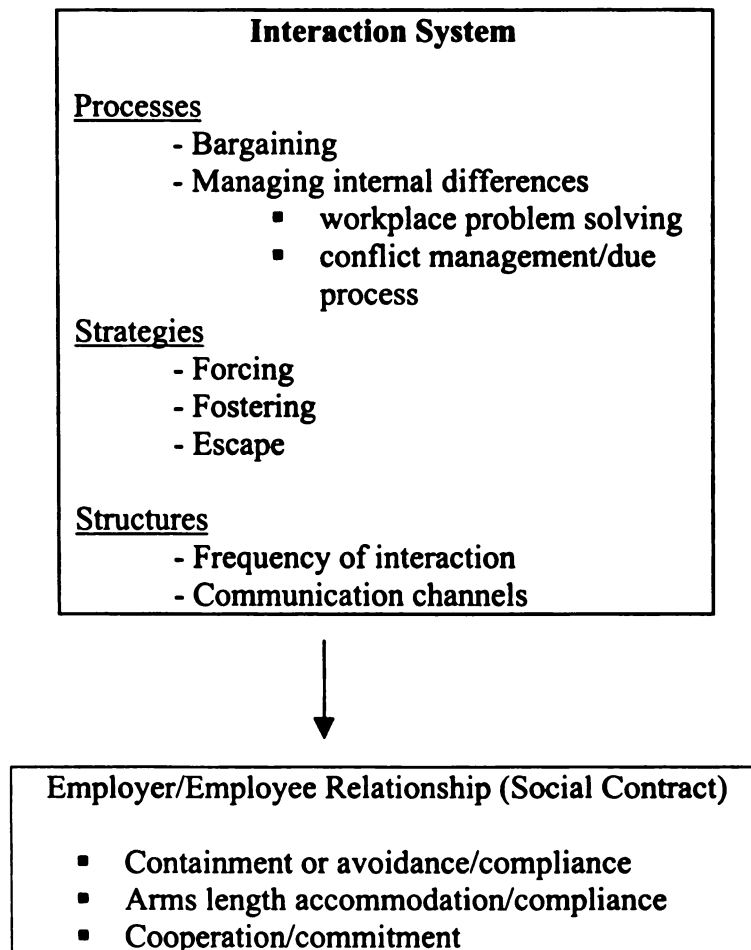


Figure 4.2: Framework for analyzing employer/employee relations.

According to the original model, the essence of labor-management interactions consists of the critical processes that include bargaining and managing differences (problem solving and conflict resolution). These processes are highly interrelated. A party's actions in each of the processes are guided by three specific strategies that include forcing, fostering, or escaping. Finally, structural features such as frequency of interactions and types of communication channels influence the processes as well. These structural features can either complicate or enable the parties as they engage in bargaining and managing differences.

A secondary objective of this research was to determine whether a conceptual framework developed by researchers to describe labor relations in industry would be applicable and useful for describing the employer/teacher relationship in public schools. The original model offered a useful lens to explore and describe the employer/teacher relationship in today's public schools. The framework focused the research and established distinct categories to guide the data-collection process and initiated meaningful dialogue with respondents. It assisted with analyzing the interaction system that defined or prescribed the behaviors of the parties as they engaged in the ongoing relationship. The framework promoted a more diversified analysis of the employer/teacher relationship, beyond the bargaining table. As an outcome, I was able to analyze the meaning and perspective of the respondents and establish a guarded categorization of the employer/teacher relationship.

However, after implementing the adapted and simplified conceptual framework, I would suggest further adaptations to the model, making it even more applicable or relevant to the educational environment. Public schools are a unique setting. Based on

the outcome of this research, describing the existing employer/teacher relationship requires the exploration of other influences on the relationship.

Further Revisions to the Framework of Analysis

First, after engaging in in-depth studies of three public school districts, it became evident that the leadership at the district level, primarily the superintendent, set the tone for employer/teacher relations throughout the district. In all cases, the individuals commented on the leadership style of the superintendent and referred to it consistently when discussing the “overall tone.” An important component related to the leadership style of the superintendent was individuals’ perceptions of a “level of trust” and a “sense of fairness” that existed with respect to that position. Individuals were looking for consistency in actions and words, as well as a sense that individual input was sought, contemplated, and valued by the superintendent as he or she managed the district.

In addition, the longevity, stability, or consistency of individuals in administrative and union leadership roles also played a part in the relationship. In districts where there was a shared history of interaction, the prescribed behaviors were well established and allowed for the parties to predict each other’s behaviors. In other words, a philosophical approach to the employer/teacher relationship had developed and endured over time. If the union and/or administrative leaders tend to change frequently, it does not lend itself to establishing a predictable and consistent relationship. Parties spend a significant amount of time acquainting themselves and reacting to the other’s approach to employer/teacher relations. Building a level of understanding, predictability, and trust between the parties requires a historical perspective that cannot be developed with the frequent change of individuals in leadership roles.

Another revision would be to include the process of decision making as its own entity. The process of decision making is worth investigating, separate from the processes involved in managing differences (problem solving and conflict resolution). The approach to decision making may be similar or vary from the approach used in managing differences. Teachers may be active in making the final decisions, insights from teachers may be used to inform administrative decisions, or the decisions are made by administration. The decision-making process used in a district may incorporate any one of these approaches, or a combination of approaches.

Another factor or component in the decision-making process is the administration's level of commitment to defining and communicating the role of teachers in specific decisions. In other words, at what point does the administration communicate to the teachers the level of their responsibility or ownership with respect to a particular decision? In the interviews with building-level teachers, the teachers communicated their belief that understanding the amount of teacher influence and ownership in a particular decision from the initiation of the decision-making process was valuable and appreciated. The teachers looked for consistency between what the administration communicated as the teacher's role in the decision-making process and the final outcome of the process. If consistency existed, the teachers communicated a sense of trust for the administration, a sense of professional responsibility, and a willingness to participate in future decisions.

However, the opposite was also true. Respondents communicated their frustration with and mistrust of administration when they thought their input was being actively sought by administration for the purpose of gaining their perspective and influencing the outcome and then the final outcome did not reflect their perspective. The teachers became skeptical of their role and influence in the decision-making process, and were less willing

to participate in future decision-making efforts. In other words, the teachers were looking for consistency between administration's verbal communication of the teachers' role or the teachers' perception of their role in a specific decision-making process and the actual outcome of the process.

In this research, the teachers and administrators communicated strong beliefs about their role in the specific process of decision making. Similar to the processes of bargaining and managing differences (conflict resolution and problem solving), decision making can also be described in terms of a strategy (forcing, fostering, and escaping) and structural components (communication channels). As stated previously, actions directly related to any one particular process could affect the other processes as well, including the process of decision making. Therefore, in a revised model, I would incorporate decision making as another process in the interaction system.

Finally, as discussed previously, I would represent the employer/teacher relationship along a continuum, rather than as separate categories. Not only do relationships evolve over time, but they may also vary depending on the circumstances at hand. District 2 offers an example of an employer/teacher relationship that did not fit a specific category, but exhibited characteristics of two categories. It was clear that there was a strong tendency to behave or react in a specific manner, but the consistent interjection of behaviors reflecting another approach to the relationship could not be ignored. Therefore, the relationship was best described along a continuum, with the degree or magnitude of the identified behaviors represented accordingly.

Finally, it must be acknowledged that the original model was effective for describing the relationship at the district level, but it was not as effective at the individual level. There was a great deal of variance in leadership style from building to building

within a district. Therefore, all components of the interaction system were potentially different and often lacked consistency between buildings. As individuals discussed the processes and structures in place within their individual settings, it was difficult to categorize the individual employee's perspective for the district as a whole. In other words, it was not easy to infer a general category of individual commitment or compliance through dialogue about the building-level interaction system. However, gaining the perspective of individuals at the building level about the district-level relationship through general dialogue did inform the outcome.

After completing this study, the adapted model or framework that I would suggest for analyzing employer/teacher relations within the public school setting is summarized in Figure 4.3. Even though I left the individual relationship incorporated in the revised model, I would suggest that for future research on the employer/teacher relationship in public schools, this portion of the relationship should be analyzed using a different approach. It is not easy to categorize the individual relationship as one based on commitment or compliance through dialogue about the parties' approach to problem solving, conflict resolution, and decision making at the building level, or through discussion about established communication channels at the building level. There is too much variance within a district, from building Even though I left the individual relationship incorporated in the revised model, I would suggest that for future research on the employer/teacher relationship in public schools, this portion of the relationship should be analyzed using a different approach. It is not easy to categorize the individual relationship as one based on commitment or compliance through dialogue about the parties' approach to problem solving, conflict resolution, and decision making at the building level, or through discussion about established communication channels at the

building level. There is too much variance within a district, from building to building. However, identifying the individual's level of commitment or compliance is an essential component of the overall relationship and should be a point of focus.

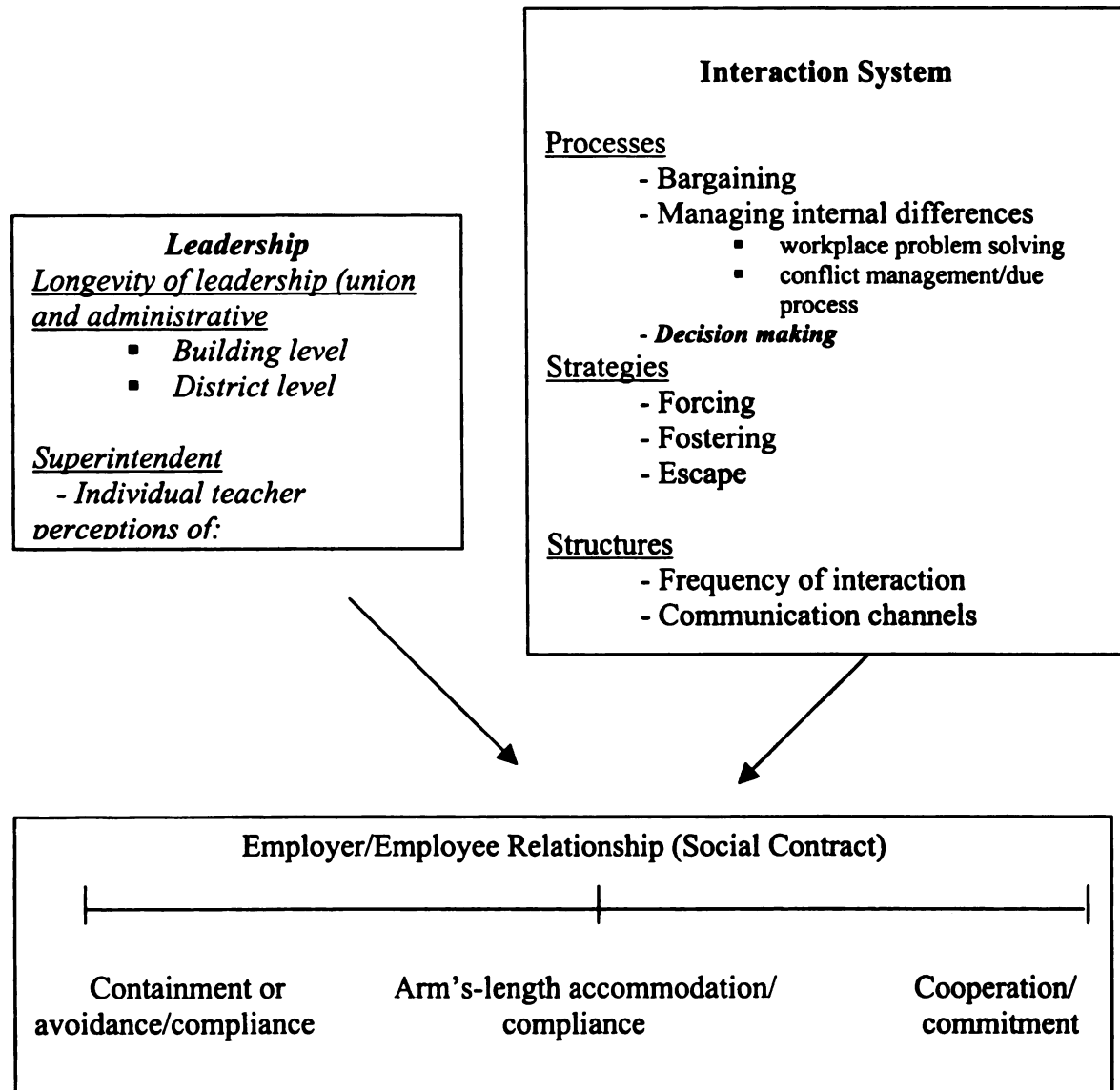


Figure 4.3: Revised framework for analyzing employer/employee relations.

Suggestions for Further Research

The validity of this research would be enhanced through replication of the study in other public school settings. By using the revised model or framework of analysis, additional case studies could be conducted to substantiate or challenge the findings of this research. In other words, the outcomes of applying this research in other public school settings may or may not concur with the finding that the employer/teacher relationship is moving toward one of cooperative or contentious extremes. Therefore, one suggestion for further research would be to extend this study to more “instances of the case.”

In addition, I did not attempt to investigate the effect of specific legislation or external factors on the existing employer/teacher relationship. Instead, I only acknowledged that there were historical events that may have resulted in an “evolution” of the relationship. The fact that there may have been a change in the relationship over time was the impetus for this research on the existing relationship. After describing the existing relationship, further research could be conducted on the specific effect of such identifiable factors.

Finally, additional research could target the effect of today’s relationship on various aspects of education. This study accomplished the essential component of describing the existing employer/teacher relationship, and providing a lens to analyze the existing relationship in a district or building. Further research could address the second component of describing the effect of a specific type of relationship on the educational process.

Implications

Employer/teacher relations in the public school setting have implications not only for the operations of schools, but also for the community’s perception of its school and on

the educational process itself. It seems reasonable that the learning environment would quite naturally be influenced by the overall school environment created within the realm of employer/teacher relations. After all, it is exactly this environment in which the educational process is delivered. Obviously, employer/teacher relations in today's public school setting have an influence that reaches beyond the issue of employer/teacher interactions. However, the first step is gaining an understanding of the existing employer/teacher relationship.

This research adds to the existing body of knowledge on employer/employee relationships in general and employer/teacher relations specifically. It addressed the substantive gap between existing research on employer/teacher relations in public schools and how this relationship looks in the year 2002. This study focused on three specific school districts, allowing me to describe the general status or phenomenon of employer/teacher relations in those public schools. This research demonstrated the trend of the relationship in the three public schools researched as shifting to one of cooperative and contentious extremes, similar to the trends found in the realm of industry.

This study also allowed me to evaluate whether an adapted conceptual framework developed by researchers in the field of industrial labor relations applies reasonably well to public schools. Even though the adapted industrial relations conceptual framework offered a useful lens through which to explore and describe the employer/teacher relationship, it did not capture all of the influences on the relationship. Therefore, an outcome of this research was the development of a revised model that has been tailored to the uniqueness of public schools.

This revised model offers practitioners a better lens through which to analyze and define their existing employer/teacher relationship beyond the bargaining table. The

components of such a lens offer practitioners a guide to alter their existing relationship if it is problematic, or to sustain the existing relationship if it meets the parties' needs and expectations. The administrators and teachers can determine whether they use primarily forcing or fostering strategies as they engage in decision making, problem solving, and conflict resolution. By identifying the established type of communication (one-way or two-way), the type of communication channels (formal and/or informal), and the frequency of communication, the parties can determine whether these structures are enabling the parties to produce the desired relationship. If not, they can focus on specific components of the interaction system, alter their behavior, and create an environment that promotes the desired relationship. Analyzing the relationship using this model could help leadership at both the district and the building levels make conscious and informed decisions with respect to maintaining or changing the existing relationship between the teachers and the employer.

Summary

The purpose of this study was to explore and describe employer/teacher relations in today's public school setting. One of the intended outcomes of the research was to extend the historical perspective of the employer/teacher relationship or the timeline from the 1980s up to the year 2002. Further, the research was intended to illustrate whether the trends in the employer/teacher relationship in public schools were similar to those trends found in the industrial setting. A modified and simplified conceptual framework developed by researchers in the area of labor and industrial relations was used as the lens through which to describe the employer/teacher relationship. Therefore, an underlying objective of this study was to determine whether the industrial relations conceptual

framework was applicable to and useful for describing the employer/teacher relationship in public schools.

In the early 1900s, the employer/teacher relationship was grounded in Frederick Taylor's *Principles of Scientific Management* (1911). Taylor's principles guided management in their pursuit of efficiency or getting greater productivity from human labor. Influenced by this theory, Franklin Bobbitt (1913) claimed that if the organization is to be effective and efficient, the managerial tasks are always directive and supervisory. In other words, the management was responsible for defining the goals of the organization and coordinating the efforts of the teachers to attain these goals. As administrators were trained under this guiding philosophy, this was the dominant approach to employer/teacher relations into the 1960s.

In 1962, unions gained recognition and consequently collective-bargaining rights for teachers. Collective bargaining was a valid process for teachers to seek gains in salary, benefits, and working conditions. Teachers began to initiate their influence on matters once dictated by the board or administration. As a result, in an effort for teachers to be recognized and treated as professionals, an adversarial relationship evolved between teachers and administrators. As the teachers demanded to be recognized, the board and administration fought to maintain their "directive" role in the management of the organization, and ultimately to maintain their source of power. The relationship between administrators and teachers could be described as adversarial in nature.

In the 1990s, two legislative initiatives were passed that imposed constraints on a district's ability to acquire additional funding, as well as constraints on the collective-bargaining process. Even though this study was not intended to determine the effect of such legislative action on the existing employer/teacher relationship, political initiatives

are some of many potential factors that may have altered the way administrators and teachers interact with each other. Therefore, this study was focused on describing the existing employer/teacher relationship in public schools, looking for changes or an evolution in the relationship and bringing the historical description up to the present.

This research showed that the current employer/teacher relationship in three public school districts could be described as moving toward cooperative and contentious extremes. District 1 can be described as having a relationship based on district-level cooperation and individual or employee commitment. District 2 had an employer/teacher relationship categorized as predominantly district-level, arm's-length accommodation and employee compliance, with some characteristics of district-level cooperation and employee commitment. District 3 had a relationship described as district-level containment or avoidance and employee compliance. The movement toward cooperative and contentious extremes in these three public school settings was similar to those trends found in the industrial setting.

This research indicated that the original model or framework offered a useful lens through which to explore and describe the employer/teacher relationship in today's public schools. The framework focused the research and established distinct categories to guide the data-collection process. It assisted with analyzing the interaction system that defines or prescribes the behaviors of the parties as they engage in the ongoing relationship. The framework promoted a more diversified analysis of the employer/ teacher relationship beyond the bargaining table.

However, after implementing the adapted conceptual framework, further adaptations to the model were suggested, making it even more applicable or relevant to the public school setting. It is recommended that the following components be

incorporated into the framework: (a) consideration of the longevity of leadership (union and administration) in their roles; (b) consideration of the teachers' perceptions of the superintendent's leadership style or approach, trustworthiness, and fairness; (c) description of the process of decision making; and (d) categorization of the employer/teacher relationship along a continuum. Public schools are a unique setting. Based on the outcome of this research, describing the existing employer/teacher relationship requires the exploration of other influences beyond those identified using the industrial relations lens.

APPENDICES

APPENDIX A

LETTER OF INVITATION TO PARTICIPATE

Date

Name

Address

Dear Name:

I am an Educational Administration doctoral student at Michigan State University. As part of the doctoral program, I am required to engage in research and produce a dissertation. Currently, I am working on a study that will focus on employer/teacher relations within today's public schools. The purpose of this letter is to introduce and summarize my study, as well as invite you to participate in my research project.

Over the past ninety years, there have been many influences on the evolving relationship between teachers and their employer. The purpose of my study is to explore and describe this relationship at both the individual or building level and the district or organizational level within today's public schools. To gain insight into the current relationship within your district, I will gather information about the interaction system that exists between teachers and their employer. I propose to gather this information through personal interviews, as well as archival data collection regarding historical information on grievances, joint committees, and the time line for completing the last round of negotiations.

The relationship at the building level will be analyzed through individual, audiotaped interviews with high school, middle school and elementary school administrators, as well as teacher focus groups at the same schools. At the district level, individual audiotaped interviews will be conducted with the union president and the central office administrator with the primary function of human resources. These interviews will last approximately one hour and will occur at the specific buildings where the teachers and administrators work.

Participation in this study is voluntary and may be discontinued at any time before, during, or after the interview. Please be assured the information collected in the interview will be held to strict standards of confidentiality, and your privacy will be protected to the maximum extent allowable by law. Prior to conducting the interview, I will ask you to sign an informed consent form, which details this information for your protection. If you have questions related to participation in this study, please feel free to call me at (517) 669-6603. You may also call the "Responsible Project Investigator" of this study, Dr. Philip Cusick, at Michigan State University (517) 355-4539.

I will be conducting a focus group interview on **January 24, 2002, from 2:45–3:45 p.m.** in the High School conference room off from the principal's office. This letter of

invitation to participate will be followed by a telephone call or e-mail within the next 2-3 days. I realize the constraints on your schedule, but I hope you will consider sharing your perceptions of the employer/teacher relationship within your district.

I look forward to talking with you should you decide to participate in this study. Thank you for your time and for considering this invitation.

Sincerely,

Catherine J. Ash

APPENDIX B

INFORMED CONSENT

You are invited to participate in Catherine Ash's doctoral study. The purpose of the study is to describe the existing relationship between teachers and their employers in today's public schools. This study will seek to describe this relationship in terms of the way teachers and administrators interact at both the building and district levels.

You are being asked to participate in an interview of approximately one hour in duration. As a teacher at the building level, you will be interviewed as a member of a focus group consisting of you and four or five of your teaching peers. As an administrator or union president, you will be interviewed on an individual basis. During this interview, you will be asked questions regarding the way teachers and administrators interact when bargaining, problem solving, and resolving conflict within your building or district. All interviews will be audiotaped for purposes of accuracy in data collection and transcription.

All information collected in the interview and prepared in transcription will be held to strict standards of security and confidentiality. Your privacy will be protected to the maximum extent allowable by law. Subjects and districts involved or named in data collection will remain anonymous in any written or published reports. Data gathered through the interviews will be presented as a group response and as a general description whenever possible. However, it must be stated that there are limits of confidentiality for specific participants. Within each district, the union president and the central office administrator will be the only two individuals to describe the employer/teacher relationship from a "district" perspective. Therefore, someone from the researched district may be able to connect specific information to the individual source. Upon request and within the restrictions stated, you may have the results of this study made available to you.

Your participation is voluntary. You may refuse to answer any question, and you may withdraw from participation at any time before, during, or after the interview, all without penalty or loss of benefit.

If you have questions or concerns related to this study, you may call Catherine Ash at (517) 669-6603. You may also contact the "Responsible Project Investigator," Dr. Philip Cusick, at Michigan State University at (517) 355-4539. If you have questions about your role or rights as a subject of research, you may contact Dr. David E. Wright, Chairperson, University Committee on Research Involving Human Subjects at (517) 355-2180.

You will be provided with a signed copy of this informed consent form.

Signature _____ Date _____

Printed Name _____

APPENDIX C

INTERVIEW QUESTIONS

District/Organizational Level: Central Office Administrator

Building/Individual Level: Principals

1. How do you bargain within this district? Describe the process.
 - A. Who's involved?
 - B. How does it occur?
 - C. Where does it occur?
 - D. Tell me a story which typifies the bargaining process.
2. How are problems solved within the district/building?
 - A. Who is involved?
 - B. Give me an example of a problem that was solved, describing the process which was followed and the outcome.
3. How are decisions made?
 - A. Who is involved?
 - B. Give me an example of a decision which was made, describing the process which was followed and the outcome.
4. How are conflicts between administration and teachers resolved?
 - A. Who's involved?
 - B. Give me an example of a conflict between administration and the union, describing the process which was utilized to resolve the conflict and the outcome.
5. Describe the communication channels or flow of communication between the union and administration at the building/district level.
 - A. Formal processes?
 - B. Informal processes?
 - C. Can you give me a specific example(s) of how communication flows?
6. In a month, how often are there intentional interactions with the teachers' union at the building/district level?
 - A. In general, what is the purpose or context of those interactions?
7. How much time during a typical month do you spend talking with the teachers' union leadership?
 - A. What are these communications about?
8. From your perspective, describe the role of the teachers' union in your building/district

9. From your perspective, describe the role of the administration as it relates to the teachers' union.
10. How long have you been in your current position?
11. How has the relationship changed over time, if at all?
12. Is there anything else you would like to add or offer further examples which will help me to better understand the existing relationship between the teachers' union and the administration?

District/Organizational Level: Union Leadership
Building/Individual Level: Teacher Focus Group

1. How do you bargain within this district? Describe the process.
 - A. Who's involved?
 - B. How does it occur?
 - C. Where does it occur?
 - D. Tell me a story which typifies the bargaining process.
2. How are problems solved within the district/building?
 - A. Who is involved?
 - B. Give me an example of a problem that was solved, describing the process which was followed and the outcome.
3. How are decisions made?
 - A. Who is involved?
 - B. Give me an example of a decision which was made, describing the process which was followed and the outcome.
4. How are conflicts between administration and teachers resolved?
 - A. Who's involved?
 - B. Give me an example of a conflict between administration and the union, describing the process which was utilized to resolve the conflict and the outcome.
5. Describe the communication channels or flow of communication between the union and administration at the building/district level.
 - A. Formal processes?
 - B. Informal processes?
 - C. Can you give me a specific example(s) of how communication flows?
6. In a month, how often are there intentional interactions with the administration at the building/district level?
 - A. What is the purpose of context of those interactions?
7. How much time during a typical month do you spend talking with the administration?
 - A. What are these communications about?
8. From your perspective, describe the role of the teachers' union in your building/district.
9. From your perspective, describe the role of the administration as it relates to the teachers' union.
10. How long have you been a building representative/district union leader?
11. How has the relationship changed over time, if at all?

12. Is there anything else you would like to add or offer further examples which will help me to better understand the existing relationship between the teachers' union and the administration?

APPENDIX D

ADDITIONAL DATA

Table D.1: District 1 grievance history (September 1996 to December 2001)

Issue	Step of Grievance Process Where Issue Resolved*	Resolution
1996-97 No Grievances		
1997-98 No Grievances		
1998-99 No Grievances		
1999-00 No Grievances		
2000-01 No Grievances		
2001-02 (September-December) No Grievances		

*Grievance procedure:

- Level One – Orally discuss the grievance with the building principal. If not resolved, written grievance is provided to building principal.
- Level Two – Superintendent or designated agent
- Level Three – Arbitration (only if Association chooses to move the grievance forward)

Table D.2: District 1 letters-of-agreement history (September 1996 to December 2001)

1998/99	Defined student contact time for middle school teachers engaging in the team-teaching initiative.
1999/00	Defined the instructional day for kindergarten teachers and students on an alternative schedule.
1999/00	Defined the instructional day for second-grade teachers and students.
2000/01	Initiated insurance benefits and premiums for adult and alternative education teaching staff.
2000/01	Initiated a Voluntary Severance Retirement Plan.
2000/01	Identified level of pay for specific extra-duty positions.

Table D.3: District 2 grievance history (September 1996 to December 2001)

Issue	Step of Grievance Process Where Issue Resolved*	Resolution
1996-97		
No grievances		
1997-98		
1. Exceeded contractual class-size limits (middle school)	1. Step II (Superintendent)	1. Implemented Class-Size Relief Committee to look for Solution, as outlined in Master Agreement
2. Involuntarily transferred a teacher to the 3rd grade (elementary school)	2. Step II (Superintendent)	2. Apologized for lack of discussion prior to transfer; agreed to be more collaborative in future; upheld original decision
3. Exceeded contractual class-size limits (middle school)	3. Step III	3. Board determined class-size maximum could be exceeded
4. Principal told teachers there was not enough paper for 2nd semester (middle school)	4. Step III	4. Approved number of copies at middle school equal to previous year's utilization plus additional 52,290
5. Board violated spirit and intent of grievance procedure when dealing with grievance 3.	5. Step III	5. Agreed to improve future communications and dealings with grievances; union withdrew the grievance; maintained overage in middle school class sizes
6. Terminated the assistant football coach, based on rumors (high school)	6. Step I	6. Grievance denied: upheld termination

Table D.3 (cont'd)

Issue	Step of Grievance Process Where Issue Resolved*	Resolution
<p>1998-99</p> <p>1. Did not meet the intent of contractual language on class size in computer lab (middle school)</p> <p>2. Did not pay terminal leave to a teacher after he voluntarily resigned from his position to accept another teaching position; he had no intent of entering the retirement system at this time</p>	<p>1. Step II (Superintendent)</p> <p>2. Step IV</p>	<p>1. Grievance denied; class size upheld</p> <p>2. District must pay terminal-leave stipend once the employee enters the retirement system</p>
<p>1999-2000</p> <p>1. Contractual limits on class size exceeded (high school)</p> <p>2. Assigned a teacher outside of certification (high school)</p> <p>3. Contractual limits on class size exceeded in health class (high school)</p> <p>4. Teacher docked three days for absence from school</p> <p>5. Teacher wrongfully reassigned to greater number of health courses (high school)</p> <p>6. Posting for high school counselor did not include: certified and qualified</p>	<p>1. Step III</p> <p>2. Step I</p> <p>3. Step III</p> <p>4. Step III</p> <p>5. Step II (Director of Human Resources)</p> <p>6. Step II (Director of Human Resources)</p>	<p>1. Implemented Class-Size Relief Committee to look For solution, as outlined in Master Agreement</p> <p>2. Hired a teacher within the certification area</p> <p>3. Grievance denied: class size upheld</p> <p>4. Grievance denied: upheld docking of teacher's pay</p> <p>5. Teaching assignment returned to previous year's ratio of physical education and health classes</p> <p>6. Posted with the words "certified and qualified" under qualifications</p>

Table D.3 (cont'd)

Issue	Step of Grievance Process Where Issue Resolved*	Resolution
<p>2000-01</p> <p>1. Teacher placed incorrectly on salary schedule, based on graduate credits earned</p> <p>2. Teacher received a "disciplinary memo" without just cause (high school)</p> <p>3. Teacher received a "disciplinary memo" without just cause (high school)</p> <p>4. Teacher received a letter of reprimand without just cause or due process (high school)</p> <p>5. Principal did not follow disciplinary procedure and issued discipline prior to grievance process (high school)</p> <p>6. Teacher wrongfully reassigned to greater number of health courses (high school)</p>	<p>1. Step II (Superintendent)</p> <p>2. Step II (Superintendent)</p> <p>3. Step II (Superintendent)</p> <p>4. Step II (Superintendent)</p> <p>5. Step I</p> <p>6. Step II (Superintendent)</p>	<p>1. Adjusted placement on salary schedule</p> <p>2. Clarified, not a disciplinary memo; removed from personnel file; grievant signed and dated memo as "read and understood"; withdrew grievance</p> <p>3. Clarified, not a disciplinary memo; removed from personnel file; grievant signed and dated memo as "read and understood"; withdrew grievance</p> <p>4. Letter of reprimand was rescinded</p> <p>5. Modified letter and reissued</p> <p>6. Teaching assignment returned to previous year's ratio of physical education and health classes</p>

Table D.3 (cont'd)

Issue	Step of Grievance Process Where Issue Resolved*	Resolution
2001-02 (September-December)		
1. Teacher wrongfully reassigned to greater number of health courses	1. Step II (Superintendent)	1. Teaching assignment returned to previous year's ratio of physical education and health courses
2. Teacher received a letter of reprimand without just cause	2. Level II (Superintendent)	2. Letter of reprimand was rescinded

*Grievance procedure:

Initial concern = Informal discussion with administrator

Step I = Principal

Step II = Superintendent or designee

Step III = Board hearing

Step IV = Arbitration

Table D.4: District 2 letters-of-agreement history (September 1996 to December 2001)

1997/98	If the Michigan Public School Employee Retirement Board institutes a program for purchasing service credits on a tax-deferred basis, the Board of District 2 will take the necessary steps to allow bargaining-unit members to participate in the program.
1998/99	Bargaining teams will meet and negotiate insurance, longevity, terminal-leave pay, calendar, student/teacher daily schedules, salary schedule, and extra-duty pay schedule. Established a joint committee to study these issues and make recommendations.
2001/02	Changed the monetary value of the stipend given to mentor teachers to \$500; can now be accumulated to \$1,500 toward purchasing college credit or accept stipend of \$500 at end of year.

Table D.5: District 3 grievance history (September 1996 to December 2001)

Issue	Step of Grievance Process Where Issue Resolved*	Resolution
1996-97 No grievances found		
1997-98 No grievances found		
1998-98 1. Instructional aide has been assigned duties outside those specified by contract 2. Class size exceeds contractual limits (high school) 3. Hiring practices violate the recognition clause and past practice 4. Substitutes are often not provided for absent paraprofessionals 5. Untimely, discriminatory, arbitrary, and capricious application of Board Policy and Student Handbook regulations, when dealing with student discipline (middle school) 6. Contact time with students is above stated average	1. Level II (Human resource director) 2. Level I (Principal) 3. Level I (Principal) 4. Arbitration 5. Level II (Human resource director) 6. Level II (Human resource director)	1. Relief granted 2. Relief granted 3. Grievance denied 4. Grievance dropped 5. Change in administration prior to hearing the grievance 6. Grievance denied

Table D.5 (cont'd)

Issue	Step of Grievance Process Where Issue Resolved*	Resolution
1999-2000 1. Involuntary transfer of teacher (elementary) 2. Involuntary transfer of teacher (elementary) 3. Involuntary transfer of seven teachers, lack of timeliness 4. Vacancy not posted and filed according to contract	1. Arbitration. Civil court 2. Level II (Director of human resources) 3. Level II (Director of human resources) 4. Level II (Director of human resources)	1. Grievance denied; district acted properly. Lawsuit failed 2. Grievance denied 3. Grievance denied 4. Grievance denied

Table D.5 (cont'd)

Issue	Step of Grievance Process Where Issue Resolved*	Resolution
<p>2000-2001</p> <p>1. Teachers' responsibility for being in their assigned buildings exceeds 31 hours (high school, middle school and elementary—consolidated all grievances)</p> <p>2. Class size exceeds contractual limits (high school)</p> <p>3. Class size exceeds contractual limits (elementary)</p> <p>4. Class size exceeds contractual limits (high school)</p> <p>5. Class size exceeds contractual limits (elementary)</p> <p>6. Class size exceeds contractual limits (high school)</p> <p>7. Class size exceeds contractual limits (high school)</p> <p>8. The principal should have the primary responsibility for evaluating teachers</p>	<p>1. Arbitration</p> <p>2. Level II (Human resource director)</p> <p>3. Level II (Human resource director)</p> <p>4. Level II (Human resource director)</p> <p>5. Level II (Human resource director)</p> <p>6. Level I (Principal)</p> <p>7. Level I (Principal)</p> <p>8. Level II (Human resource director)</p>	<p>1. Grievance denied; union not able to sustain burden of proof</p> <p>2. Relief granted</p> <p>3. Relief granted</p> <p>4. Grievance denied</p> <p>5. Grievance denied</p> <p>6. Relief granted</p> <p>7. Relief granted</p> <p>8. Agreed to comply with contract; withdrawn</p>

Table D.5 (cont'd)

Issue	Step of Grievance Process Where Issue Resolved*	Resolution
2001-02 (September-December)		
1. Posted full-time kindergarten, requiring ZA endorsement; doesn't consider current bargaining-unit members	1. Arbitration	1. Pending
2. Class size exceeds contractual limits (high school)	2. Level II (Superintendent)	2. Relief granted
3. Computers don't work in computer lab or classroom; repair is low priority	3. Level II (Superintendent)	3. Attempting to remedy situation
4. Letter of direction placed in teacher's personnel file	4. Level II (Superintendent)	4. Letter remains in file; if no further incidents, it will be removed at end of year
5. District has hired long-term substitutes instead of qualified teachers for vacant positions	5. Arbitration	5. Pending
6. Vacancy for maternity leave should have been posted	6. Arbitration	6. Pending
7. Middle school administration assigned asked for volunteers to supervise student after-school activity; not enough volunteers so assigned four teachers	7. Arbitration	7. Pending
8. Class limits exceeded at kindergarten level	8. Level II—scheduled (Superintendent)	8. To be determined

Grievance procedure:

Level I = Principal
 Level II = Superintendent or designee
 Level III = Arbitration

Table D.6: District 3 letters-of-agreement history (September 1996 to December 2001)

1999/00	Created a subcommittee of the Board and the Association to examine staff reduction provisions and qualification and assignment provisions, in an attempt to develop an alternative provision that would be satisfactory to both parties. Any recommendations for changes will be directed to the parties' respective negotiations teams for review. The Board and union membership must ratify changes.
1999/00	Establish a joint labor-management committee to study the insurance cost issue. Any plan to address the issue will be directed to the parties' respective negotiations team for review. The Board and union membership must ratify changes.
1999/00	Establish a committee of four elementary teachers and three elementary principals to address the unique problems associated with planning time at the Elementary level.
1999/00	The parties agree to participate in a collaborative bargaining process. The parties must receive appropriate training. The Association and District agree to negotiate between May 7 and May 28, 1999. The current agreement (July, 1996-June 30, 1999) shall continue and remain in full force, until June 30, 2000. This extension is contingent upon mutual agreement on salary, employee earned benefits, and calendar/days/hours. The intent is that the joint collaborative bargaining training take place in the first year and that one to three issues be identified and collaboratively bargained. If the two parties do not reach mutual agreement by May 28, 1999, on the above extension of the contract, the two parties will revert to the regular and standard process for negotiating.
1999/00	Initiated a new process for posting and filling mid-year vacancies at the high school.
1999/00	A teacher will perform the duties of interim principal at the elementary school. During that period of time, she will not be a member of the union.
2000/01	The parties mutually agree to allow the Intermediate School District to professionally staff an autistic impaired classroom in the School District.
2000/01	A teacher will be temporarily assigned to associate principal at the high school, while current associate principal is on maternity leave. The teacher shall remain an active member of the union. A rate of compensation was established.
2000/01	Teachers will be eligible for the Early Retirement Assistance Plan who meet the Michigan Department of Management and Budgets Office of Retirement Services requirements for deferred retirement status and have accumulated 30 or more years of service.

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