

A CASE STUDY OF THE
NORTH DEARBORN HEIGHTS
TEACHERS' STRIKE

Thesis for the Degree of Ed. D.
MICHIGAN STATE UNIVERSITY
WILLIAM JOHN ROGERS
1968



This is to certify that the

thesis entitled

A CASE STUDY OF THE
* NORTH DEARBORN HEIGHTS
TEACHER'S STRIKE

presented by

WILLIAM JOHN ROGERS

has been accepted towards fulfillment
of the requirements for

Ed. D. degree in Education

A handwritten signature in dark ink, appearing to read "D. W. Rogers", written over a horizontal line.

Date September 30, 1968

ABSTRACT

A CASE STUDY OF THE NORTH DEARBORN HEIGHTS TEACHERS' STRIKE

by

William John Rogers

Statement of the problem. In this study it was attempted to analyze the events of the 1967 North Dearborn Heights teachers' strike. An effort was made to determine the critical factors that led to teacher-board of education confrontation, the dissolution of the North Dearborn Heights Federation of Teachers, and the loss of approximately fifty-six teachers to the North Dearborn Heights school district. An effort was also made to identify alternative bargaining procedures that would be helpful to boards of education and teachers in avoiding difficulties similar to those experienced in North Dearborn Heights.

Methods, techniques and data used. In conducting a case study of the North Dearborn Heights teachers' strike literature in the general areas of the historical background of collective bargaining for teachers, the role of conflict and the teacher strike in collective bargaining, and collective bargaining in the private and public sectors was first reviewed. A structured interview schedule was then prepared and structured interviews were held with all members of the

William John Rogers

North Dearborn Heights Board of Education and with three members of the North Dearborn Heights Federation of Teachers bargaining team. Data pertaining to the strike was also taken from newspaper articles, board minutes, bargaining team notes, and public documents.

Major findings of the study. An analysis of data resulted in the following findings which were reported in the study:

1. A teacher strike does not serve the same function as does a strike in private industry. A teacher strike is not an economic weapon against the employing board of education. Rather, it is an exertion of power against an entire community. Because teacher strikes are assumed to be contrary to the public interest they are generally prohibited by law.

2. If legal prohibitions against teacher strikes are to be continued, an alternate measure such as binding arbitration must be substituted as a means of protecting the interests of teachers.

3. Mediation and fact finding can be effective in avoiding impasses in collective bargaining. They cannot, however, be relied upon to settle all differences between teachers and boards of education.

4. Public opinion can be a powerful influence in negotiations but it cannot be depended upon to be supportive of a fact finder's recommendations.

William John Rogers

5. The court injunction in a teacher-school board dispute is only as powerful as it is allowed to be by parties to the dispute. "Resignations" in the face of an injunction can render it almost useless.

6. A school board's bargaining team should have authority to make decisions and binding agreements in negotiating sessions. A board not wanting to delegate that kind of authority to its bargaining team might have to assume a bargaining role or set up guidelines within which its bargaining team would be free to function.

7. A board and its bargaining team should never allow a situation to develop in which a tentative agreement reached by the bargaining team might be rejected by the board.

8. The use of power in collective bargaining by either side is a tactical error that can easily cause the other side to increase its opposition to any agreement.

9. A major recommendation resulting from the case study was that a procedure be developed for the resolution of impasses in collective bargaining through mediation, fact finding, and finally, binding arbitration of differences in contract negotiations.

A CASE STUDY OF THE NORTH DEARBORN HEIGHTS
TEACHERS' STRIKE

By

William John Rogers

A THESIS

Submitted to
Michigan State University
in partial fulfillment of the requirements
for the degree of

DOCTOR OF EDUCATION

College of Education

1968

ACKNOWLEDGMENTS

The writer wishes to express his sincere appreciation to the many persons who assisted in the development of this study. He is greatly indebted to Dr. David Smith, chairman of his doctoral committee who so generously offered guidance, counsel, and encouragement during the course of the study. The writer is also indebted to Dr. Clyde Campbell, Dr. George Myers, and Dr. John Useem, members of his committee, for their time and counsel.

To my **wife**, Mary, and children, Julie, William Jr., and Karol who were patient and understanding, and without whose encouragement this study would not have been possible, the writer is deeply grateful.

CONTENTS

	Page
ACKNOWLEDGMENTS	ii
LIST OF TABLES	iv
LIST OF APPENDICES	v
Chapter	
I. A DESCRIPTION OF THE PROBLEM AND THE STUDY .	1
The Problem	2
The Study	8
II. A REVIEW OF PERTINENT LITERATURE	14
The Historical Background of Collective Bargaining for Teachers	14
The Role of Conflict and the Teacher Strike in Collective Bargaining	33
Collective Bargaining in the Private and Public Sectors	47
III. THE NORTH DEARBORN HEIGHTS TEACHER STRIKE . .	66
IV. ANALYSIS OF DATA	114
V. SUMMARY, CONCLUSIONS AND RECOMMENDATIONS . .	134
BIBLIOGRAPHY	147
APPENDICES	155

LIST OF TABLES

Table	Page
1. North Dearborn Heights salary schedule-- 1966-67	73
2. North Dearborn Heights Federation of Teachers proposed teacher salary schedule--1967-68 .	74
3. Board of education proposed teacher salary schedule--1967-68	75
4. North Dearborn Heights Federation of Teachers proposed teacher salary schedule--1967-68 .	76
5. Tentatively approved 1967-68 salary schedule	80
6. Board of education proposed teacher salary schedule--1967-68	88
7. North Dearborn Heights Federation of Teachers proposed teacher salary schedule--1967-68 .	89
8. School District of North Dearborn Heights 1967-68 teachers salary schedule	108

LIST OF APPENDICES

Appendix	Page
A. Structured Interview Schedule	156
B. Interview with Rita McGowan, Teacher Bargaining Team Chairman	160
C. Interview with Marilyn Tykocki, Teachers' Bargaining Team Member	178
D. Interview with Peggy White, Teachers' Bargaining Team Member	187

CHAPTER I

A DESCRIPTION OF THE PROBLEM AND THE STUDY

Introductory statement. The introduction of collective bargaining to the educational scene in recent years has had a powerful impact on school policy making and administration. It has added a vast new dimension to the entire educational profession and has raised many questions concerning methods and procedures to be adopted by teachers, administrators and boards of education in dealing with each other under the terms of collective bargaining laws.

Following the adoption of Act 379 of the Public Acts of 1965 by the Michigan legislature, collective bargaining for teachers in that state became more vigorous and widespread. Teachers, administrators, and board members seemed generally unprepared for collective bargaining under the terms of the act. There was evidence of the lack of negotiating experience on all sides.

One of the immediate results of collective bargaining was the formal confrontation of boards of education and teachers across the bargaining table. In many cases confrontation led to conflict and eventually to strikes.

The problem of teacher strikes reached a climax in September, 1967, when about one-fourth of Michigan's public

school children, over 400,000 of them, did not go to school because of teacher strikes. These children lost 5,000,000 student days as the result of the strikes, according to a letter written by State Board of Education member Leroy Augenstein to State Board of Education president Edwin Novak.¹

This major disruption of educational services for children was the product of an unhappy bargaining relationship between boards of education and teachers. It was evident that efforts must be made to improve bargaining procedures for both boards of education and teachers as a means of avoiding a continuation of labor-management difficulties in the schools.

I. The Problem

Background of the problem. There was no doubt that collective bargaining has brought many advantages to the teachers of the State of Michigan. It was also evident that problems have developed as the result of collective bargaining under Act 379. Nowhere has this become more evident than in the School District of North Dearborn Heights where on September 5, 1967, a teachers' strike began. It was the second such strike to take place in that district during the first two years of collective bargaining under Public Act 379.

The North Dearborn Heights Teachers' strike was only

¹Letter from Leroy Augenstein, member, State Board of Education, October 4, 1967.

one of a large number of strikes that began in Michigan on the same day, but it was destined to assume major significance in the field of collective bargaining in education. It was especially significant because it ended in the dissolution of the North Dearborn Heights Federation of Teachers as an organization and in serious disruption of educational services for boys and girls in the district. In addition it created conditions that nearly led to the actual dissolution of the school district.

The strike followed a long series of collective bargaining sessions between the North Dearborn Heights Federation of Teachers and the board bargaining team. These sessions amounted to over three hundred hours of across the table negotiations. A tentative agreement had been reached between the federation and the board bargaining team in June, 1967, but this agreement was subsequently rejected by the board at its ratification meeting.

Following a summer in which teachers would not meet at the bargaining table because of vacation commitments, negotiations began late in August. Union and board bargaining teams could not reach agreement by September 4, so on the 5th of September, when schools were scheduled to open, the strike began.

During the course of the strike the board went to court seeking an injunction to send the teachers back to the classroom. On September 18, a temporary restraining

order was issued by the Circuit Court sending the teachers back to work. At that point, seventy-nine teachers of a total staff of one hundred fifteen decided to resign rather than to obey the court order. The teachers' resignations were apparently submitted as a means of avoiding the court order. The teachers appeared to have every expectation of returning to work when the strike was settled, but the North Dearborn Heights Board of Education chose to accept the resignations and to operate the schools with the remaining teachers and with newly recruited staff members.

This unexpected action by the board was in response to the tactical move of submitting mass resignations by the union and was at first probably just a counter move in the collective bargaining process. The events that followed, however, served to intensify the critical situation. The resignations became final in the minds of all parties concerned, and a majority of the teachers who had resigned found positions in other school districts, while the North Dearborn Heights district found replacements for its former teachers.

This strike which began as only one of many in the fall of 1967 became unique when it ended with the dissolution of the North Dearborn Heights Federation of Teachers. Because of this unique quality, and because the strike also contained elements that were common to strikes in other districts, it has become a most interesting and important

subject for study. This strike had all of the features common to such work stoppages. It had issues, slogans, personality conflicts, power struggles, picketing, crossing of picket lines, violence, threats of violence, property damage, misunderstandings, continuing negotiations, mediation, fact finding, a court injunction, and a lawsuit to close the schools. In fact, it became an ideal laboratory for the purpose of studying conflict as it interfered with effective collective bargaining for teachers.

Statement of the problem. In this study it was attempted to analyze the events of the 1967 North Dearborn Heights teachers' strike through the case study technique. It was attempted to determine the critical factors that led to the teacher-board of education confrontation, the dissolution of the North Dearborn Heights Federation of Teachers, and the loss of approximately fifty-six teachers to the district. It was also attempted to identify alternative bargaining procedures that would be helpful to boards of education and teachers in avoiding difficulties similar to those experienced in North Dearborn Heights.

Significance of the problem. Confrontation and conflict between boards of education and teachers under collective bargaining procedures in the State of Michigan have become a source of major concern to board members, administrators and other educators throughout the state. Conflict between boards of education and teachers can lead to mutual

distrust, low staff morale, and reduced effectiveness in the classroom, even when there is no actual work stoppage. When conditions lead to an actual teachers' strike, there can be little doubt that children become disadvantaged as their educational programs are disrupted.

Collective bargaining was a very new experience for the vast majority of educators and there was evidence that the practice would become more widespread. Most of those who have engaged in collective bargaining in the schools have had little or no actual training for that responsibility and few have had much experience. Collective bargaining procedures failed to be effective in reaching contract agreements in many Michigan school districts before school was scheduled to open in September, 1967.

The strikes that took place in Michigan schools in the fall of 1967 seriously interfered with the educational processes that should have been going on in the affected school districts. Predictions have been made that collective bargaining conditions may become even more critical in future years. We have little assurance that similar unfortunate situations will not be repeated in the same or other school districts.

It appeared that no matter what advantages collective bargaining held for teachers, there was always a possibility that bargaining would lead to conflict between teachers and their boards of education when they find themselves on

opposite sides of the bargaining table. Miller commented:

It is most unlikely that teachers and administrators can work as a team to identify and solve problems together and at the same time be creating a labor-management bargaining climate which puts them poles apart.²

In his article on "Group Conflict and School Organization," Wildman pointed out how conflict can so easily become a part of the collective bargaining situation. He wrote:

It is now quite clear that the theory and practice of collective bargaining are based, first, on the assumption of significant and continuing conflict between the manager and managed, in any enterprise, and, second on the corollary assumption that there will be a strong identifiable community of interest and consensus within the employee group with regard to large numbers of items and areas of judgment on which there will be conflict with the managing authority.

Collective bargaining as it is practiced in industry, and at least in some school systems, is essentially a power relationship and a process of power accommodation.³

During the past two years we have seen increasing evidence that Wildman's warning concerning the element of conflict in collective bargaining was well founded. Conflict resulting from collective bargaining disputes led to a few

²William C. Miller, "Curricular Implications of Negotiation," Educational Leadership, XXIII (April, 1966), pp. 233-36.

³Wesley A. Wildman, Charles R. Perry, "Group Conflict and School Organization," Phi Delta Kappan, XLVII (January, 1966), pp. 244-51.

isolated strikes in Michigan schools in 1966. One of these occurred in North Dearborn Heights. Then in September, 1967, strikes broke out in more than forty school districts throughout the state.

Most of the labor disputes that led to teachers' strikes in 1967 were settled after a few days or weeks. In the School District of North Dearborn Heights, however, agreement between the board of education and the striking teachers was never reached. In that district conflict that materialized during collective bargaining became so great that impasses could not be resolved. The school lost the services of many of its teachers and classes were disrupted even after school was reopened. The district faced the possibility of being dissolved as the result of the labor dispute.

Of all the school districts in Michigan that experienced teachers' strikes in 1967, North Dearborn Heights was among those most seriously affected. It became a desirable location for a case study to be conducted in order to study the conditions which resulted in intensive conflict. Such a study could be helpful to both teachers and boards of education in developing more sophisticated bargaining procedures for future negotiations.

II. The Study

Importance of the study. Collective bargaining in education provides a relatively new means of conflict

resolution in the schools, and a relatively new approach to the process of securing cooperative action within school systems for the achievement of educational goals. Since collective bargaining may be a permanent feature on the educational scene, it is most important that it not be used as the basis for a power struggle that could result in disaster for both a teaching staff and a community as was the case in North Dearborn Heights.

In 1961 Charles and Mary Weber pointed out some of the hazards created by collective bargaining in education. They described collective bargaining in terms of a power struggle and pointed out that should an event take place that would upset the equilibrium of power, the bargaining situation would disintegrate into that of compulsion.

They advocated mutuality as a democratic method of securing cooperative effort. This could be achieved, they wrote, by means of intelligent and uncoerced consensus.⁴

Stinnett wrote that negotiations constitute another evolutionary step in the democratizing of school administration.⁵

⁴Charles A. Weber, Mary E. Weber, Fundamentals of Educational Leadership (New York: Exposition Press, 1961), pp. 23-29.

⁵T. M. Stinnett, Jack H. Kleinmann, Martha L. Ware, Professional Negotiation in Public Education (New York: The Macmillan Company, 1966), p. 1.

If bargaining or compromise can be approached through democratic processes, it can become a powerful influence for the improvement of education and the teaching profession. If it becomes little more than a power struggle, as it did in North Dearborn Heights, much of its effectiveness will be lost and it could lead to highly unsatisfactory results for teachers, school boards and communities.

This study is important because analyzing the North Dearborn Heights strike and identifying the critical factors that led to confrontation and conflict in that district will help to avoid a repetition of those unfortunate events in that district and others as teachers and school boards prepare for a new round of collective bargaining.

Limitations of the study. There were six limitations of this study that should be noted. First, the study was limited to a case study and analysis of the 1967 collective bargaining and teachers' strike crisis in the School District of North Dearborn Heights and to the factors that led directly to the labor crisis in that district.

Second, while it was possible that seeds of discontent and clashes of personality could have their roots far in the past, there was no attempt to trace possible causative factors of the labor crisis back beyond the beginning of collective bargaining for teachers under Act 379 in the school district in 1966.

Third, the study did not become involved with the possible influence of outside factors such as the existence of strikes in other school districts. It was recognized, however, that some outside influences such as advice from parent, teacher or board organizations may have been important to the events in the district. Only when outside sources exerted a clear and identifiable influence on the collective bargaining process were those influences considered in this study.

Fourth, no attempt was made to assess blame for the breakdown of collective bargaining against any individual or group. A clear understanding of the goals and activities of the parties as they related to the course of events in the labor crisis was sought.

Fifth, there was no attempt to compare the North Dearborn Heights labor dispute and strike with those that took place in other school districts. The scope of this study would not allow true comparisons because of the great differences in both type and volume of information available concerning the North Dearborn Heights dispute and those of other school districts.

Finally, it was not the purpose of this study to evaluate Michigan's Public Employees' Relations Act (Act 379 of the Public Acts of 1965).

The structured interview. Since great importance was given in this study to information obtained through a

structured interview, that procedure should be reviewed.

The structured interview was chosen as the means for obtaining information from the parties involved in the labor dispute for the following reasons. First, it could be used as an exploratory device to help identify many dimensions of the dispute, thus revealing important phases of the study. Second, the structured interview could be used to record the perceptions of certain known events by the different parties to the labor dispute. Third, only by interviewing the parties to the dispute would it be possible to examine unanticipated consequences and to probe the motivations of individuals and groups as they made critical decisions during the collective bargaining crisis.

The structured interview schedule can be found in appendix A at the end of this study.

Overview of the study. In chapter one the study was introduced. The background of the problem was reviewed and some of the events and consequences of the North Dearborn Heights teachers' strike were described. The significance of those events and of the problem and the importance of the study were pointed out.

In chapter two of this study, literature related to collective bargaining for teachers was reviewed. Literature of primary importance to the study was involved with the historical development of collective bargaining in education, the process of collective bargaining between

teachers and boards of education, and conflict between teachers and boards of education in the collective bargaining process.

The third chapter will contain data relating to the strike in North Dearborn Heights. The data was drawn from notes of bargaining team members, newspaper accounts of the strike, minutes of the board of education, administrative memoranda, correspondence between individuals and organizations involved in the dispute, special reports relating to the dispute, and structured interviews with representatives of the parties to the collective bargaining dispute.

In chapter four the data cited in the previous two chapters was analyzed in an attempt to point out concepts in collective bargaining that will be useful to both teachers and school boards as the means of helping them to avoid future labor-management confrontations similar to the one experienced by North Dearborn Heights.

Chapter five of this study will include a summary of findings and in that chapter an attempt was made to identify areas for future study.

CHAPTER II

A REVIEW OF PERTINENT LITERATURE

Three pertinent areas of literature were related to this study. The first was related to the historical background of collective bargaining for teachers. This area of literature was reviewed in order to establish a frame of reference from which the North Dearborn Heights teachers' strike could be better analyzed in a case study.

A second area of literature that was reviewed was involved with the teacher strike and conflict in collective bargaining. A review of this literature was undertaken in an attempt to identify concepts that would be helpful in understanding the events surrounding the strike in North Dearborn Heights.

The third area of literature that was pertinent to this study related to the special problems of collective bargaining in the public sector, particularly in education. Similarities and differences in collective bargaining in the public sector as compared with the private sector of employee-employer relationships were explored.

I. The Historical Background of Collective Bargaining for Teachers

Teacher organizations. Two main teacher organizations

are active in collective bargaining. They are the National Education Association and its affiliates, and the American Federation of Teachers. The National Education Association is the older and larger of the two. It had a membership of over 940,000 and had some 8,275 local affiliates, while the American Federation had over 110,000 members and about 450 locals.¹

The NEA Handbook states that:

The NEA is an independent, voluntary, nongovernmental organization available to all professional teachers. It believes that all educators, regardless of position, rank, or authority are workers in a common cause. It cooperates with all groups in American life who seek to improve education. It works for better schools, and to further that end, for the improvement of the professional status of teachers. Under such policies the National Education Association has become the largest professional organization in the world and the only over-all professional association for teachers in the United States.²

Membership in the National Education Association is not limited to teachers, although teachers do account for a majority of memberships in the organization.³

The National Education Association is a huge and diverse organization. The diversity of its functions has a

¹Myron Lieberman and Michael H. Moskow, Collective Negotiations for Teachers (Chicago: Rand McNally & Company, 1966), pp. 29-34.

²National Education Association, NEA Handbook (Washington, D. C.: National Education Association, 1965), p. 15.

³Ibid., p. 13.

significant influence on its role in collective bargaining. Representing teachers in negotiations with boards of education has not been its sole or even primary function, although interest in negotiations has increased recently. Most of the NEA's resources are devoted to matters of curriculum and instruction. Also, various departments of NEA are virtually autonomous and may adopt policies on collective bargaining (or professional negotiations) that are in conflict with those of other departments or the association itself.⁴

The American Federation of Teachers holds a different viewpoint of the teaching profession and collective bargaining from that of the NEA. Its stated objectives are:

1. To bring associations of teachers into relations of mutual assistance and cooperation.
2. To obtain for them all the rights to which they are entitled.
3. To raise the standards of the teaching profession by securing the conditions essential to the best professional service.
4. To promote such a demonstration of the schools as will enable them to better equip their pupils to take their places in the industrial, social and political life of the community.
5. To promote the welfare of the childhood of the nation by providing progressively better educational opportunity for all.⁵

The AFT claims to be the only organization specifically

⁴Lieberman, Collective Negotiations, p. 32.

⁵Constitution of the American Federation of Teachers (Chicago: American Federation of Teachers, October, 1964), p. 3.

devoted to the interests of classroom teachers.⁶

The emergence of collective bargaining for teachers.

There is some confusion as to where and when collective bargaining between teachers and school boards actually began. According to Stinnett, the first known negotiation agreement between teachers and a board of education was the Norwalk, Connecticut group contract between the board of education and the Norwalk Teachers' Association in 1946. That agreement followed a teachers' strike. In 1951 the Connecticut Supreme Court of Errors ruled that teachers were entitled to organize and that boards of education could negotiate with them. The court denied the right of teachers to strike, however.⁷

Lieberman claimed that, "For most practical purposes, 1960 marks the beginning of the collective negotiations movement in public education."⁸ He referred to the events surrounding the strike of the United Federation of Teachers in New York City on November 7, 1960. That strike was noted in the American School Board Journal with the comment that

⁶Lieberman, Collective Negotiations, p. 34.

⁷T. M. Stinnett, Jack H. Kleinman, and Martha L. Ware, Professional Negotiation in Public Education (New York: The Macmillan Company, 1966), p. 7.

⁸Lieberman, Collective Negotiations, p. 35.

"The New York Strike . . . indicates that we are entering a new phase in the relations of boards of education and their organized teaching staffs."⁹

Charles Cogen wrote that collective bargaining was achieved in New York City not through legislation or voluntary agreement with the board of education but by the ultimate weapon, the strike. The strike of 1960 did not lead immediately to an agreement with the board of education. Before that was achieved, New York teachers voted in a referendum in favor of collective bargaining in June, 1961. A new school board then arranged a collective bargaining election and the United Federation of Teachers was elected bargaining agent for the teachers in December, 1961. A second strike took place in April, 1962 before a final contract agreement was reached in August, 1962.¹⁰

Between the years of 1946 and 1962, many agreements which were in reality what are now called collective bargaining agreements were reached between boards of education and teacher organizations. Most of these were informal in nature, but were formally adopted by the boards of education.¹¹

⁹"Teachers Strikes," American School Board Journal, CXLI (December, 1960), p. 34.

¹⁰Charles Cogen, "Departure from the Old Ways," American Teacher Magazine, XLVIII (October, 1963), pp. 5-6.

¹¹Stinnett, Professional Negotiation, pp. 7-8.

The success of the United Federation of Teachers in New York had a far-reaching effect on teachers and their organizations throughout the country. The prestige of the American Federation of Teachers (joined by the United Federation of Teachers shortly after its victory in New York) rose dramatically. The National AFT organization was pressed into action by the demands of the locals for representation elections and collective bargaining assistance as other teachers sought to follow the example of the New York teachers.¹²

With success in New York, the AFT was encouraged to continue to advocate collective bargaining for teachers and it did not preclude the use of the strike, as evidenced by the writings of Harrison.¹³ Fewkes added that, "The sooner all of those who have contributed to the submissive obedience, compliance, and meekness of teachers realize that they must deal with a new breed of teachers, the better."¹⁴ Reuther encouraged the AFT by saying that the teachers of America are on the march and that, "They have made up their

¹²Lieberman, Collective Negotiations, pp. 41-42

¹³George M. Harrison, "Procedures in Collective Bargaining," American Teacher Magazine, XLII (October, 1957), p. 20.

¹⁴John M. Fewkes, "The Dawn of a New Era for Teachers," American Teacher Magazine, XLVIII (October, 1963), p. 13.

minds that they have been second class citizens long enough."¹⁵

Changes within the NEA as a result of the New York strike and collective bargaining agreement have been much more dramatic than those that took place in the AFT. It had been apparent for years that collective bargaining in education would provide the AFT with major organizational opportunities if the NEA did not change its policies on teacher-school board relationships. The victory of the United Federation of Teachers in New York in 1960-1962 convinced NEA leaders that new policies were needed. As a result the NEA has undergone a change of position from opposition to collective bargaining to support for collective bargaining since 1962.¹⁶ Stinnett agrees that 1962 marked the official entry of the NEA into professional negotiations.¹⁷

Gibson wrote that during this century collective action has become more formalized and that it is stressing more and more the welfare of the membership of teacher organizations. He cited the development and growth of the

¹⁵Walter P. Reuther, "The Road to a Brighter Tomorrow for Teachers," American Teacher Magazine, XLVIII (April, 1964), p. 5.

¹⁶Lieberman, Collective Negotiations, p. 42.

¹⁷Stinnett, Professional Negotiations, p. 12.

American Federation of Teachers and the growing emphasis of the National Education Association upon "professional negotiations" to illustrate his point.¹⁸

Legal aspects of collective bargaining for teachers.

For over thirty years, the United States Congress has, as a matter of national policy, granted employees in private industry the right to bargain collectively with their employers. Following passage of the National Labor Relations Act of 1935, the states quickly responded by enacting "labor" laws which established procedures for the settling of labor disputes between employees and employers. The National Labor Relations Act specifically excluded public employees from its provisions, however.¹⁹

Early statutes in America were hostile to unions among public employees, and membership in unions was generally denied to such employees. Teachers could and did lose their jobs because of union membership. In 1917 the Chicago Board of Education passed a resolution prohibiting teachers from membership in the Chicago Federation of Teachers. Several teachers were dismissed for union membership and the

¹⁸R. Oliver Gibson and Herold C. Hunt, The School Personnel Administrator (Boston: Houghton Mifflin Company, 1965), p. 375.

¹⁹M. Chester Nolte, "Teachers Face Boards of Education Across the Table--Legally," American School Board Journal, CL (June, 1965), pp. 10-11.

board was upheld by the Illinois Supreme Court which held that union membership "is inimical to proper discipline, prejudicial to the efficiency of the teaching force, and detrimental to the welfare of the public school system."²⁰

As late as 1955, Thomas wrote that there was no legal opinion which would indicate that a school board must recognize any labor union as the exclusive bargaining agent for its teachers. In his article he pointed out the fact that Michigan's labor legislation "expressly excludes" the state or any of its political subdivisions from provisions of its labor law. Further, Act 336 of the Public Acts of 1947 prohibited strikes by public employees and it also contained no provisions which would require a board to recognize any union as a bargaining agent. Thomas also concluded that since a board of education would be unjustified in refusing to discuss a grievance with an individual employee, it should not enter into an exclusive arrangement with a union.²¹

In 1960, Seitz wrote that Supreme Court rulings favor public employees' right to organize and that legislation toward mandatory collective bargaining might be forthcoming. He wrote:

²⁰Ibid., p. 11.

²¹Wesley E. Thomas, "The Must and May on Bargaining Agents," Michigan Education Journal, XXXIII (October, 1955), p. 84.

The greatest obstacle to acceptance of the right of school boards to engage voluntarily in collective bargaining culminating in contract agreements is the position of many public officials that the public employer is under a sovereign disability to emulate the practice in the private employment relationship. The outlook of the public bodies which follow such a philosophy is based upon the doctrine that the determination of employment conditions in the public service is an inherent legislative function, and that neither the executive nor legislature may delegate to any outside group, such as a labor organization, the functions entrusted to it under the basic scheme of government.²²

Seitz said that in spite of such prevailing attitudes many governmental units have gone a long way to fashion their labor relations policies similar to those in private industry. He said that no discussion of the right of teachers to engage in collective bargaining would be complete without mention of the strike. "All courts and authorities agree that the right does not exist," he added. He also thought that a state could halt strikes and picketing through police power and that that should be done because continued operation of schools is certainly vital to general welfare.²³

The first state to enact a statute granting collective bargaining rights to teachers was Wisconsin. A declaration of rights for municipal employees was passed in 1959, and in 1962 a comprehensive labor relations statute for all

²²Reynolds C. Seitz, "School Boards and Teacher Unions," American School Board Journal, CXLI (August, 1960), p. 11.

²³Ibid., pp. 12-13.

municipal employees was adopted.²⁴ The 1962 legislation provided the right to join labor organizations, to be represented by them in collective bargaining, and the right to refrain from such activities. Strikes are prohibited but mediation and fact finding with public recommendations are provided for in impasse situations.²⁵

In 1965 six more states adopted laws requiring boards of education to negotiate with teachers. Those states were California, Connecticut, Massachusetts, Michigan, Oregon, and Washington. Similar legislation was enacted in Rhode Island in 1966 and in Minnesota and New York in 1967.²⁶

Lieberman goes on to say that legislation is not all-important in the effect it has on negotiations. For example, the California, Oregon and Washington statutes have not yet resulted in a significant number of contract agreements. This is in contrast with the states of Connecticut, Massachusetts, Michigan, Rhode Island and Wisconsin.

²⁴Arvid Anderson, "State Regulation of Employment Relations in Education," Readings on Collective Negotiations in Public Education, ed. by Stanley M. Elam, Myron Lieberman, and Michael H. Moskow (Chicago: Rand McNally & Company, 1967), p. 104.

²⁵Michael H. Moskow, "Recent Legislation Affecting Collective Negotiations for Teachers," Phi Delta Kappan, XLVII (November, 1965), p. 139.

²⁶Myron Lieberman, "Collective Negotiations: Status and Trends," American School Board Journal, CLV (October, 1967), p. 8.

Some states, however, such as New Jersey have school boards that are deeply involved in collective bargaining even though there is no statute specifically authorizing or regulating collective bargaining for teachers in those states.²⁷

Anderson relates that of the above states having legislation which grants collective bargaining rights to teachers, California, Connecticut, Oregon, Rhode Island, and Washington have separate statutes regulating teacher-board relationships, as opposed to general legislation covering all municipal employees.²⁸ He states that these statutes generally protect the right to organize and the right of employees to be represented in collective bargaining by representatives of their own choosing. They establish the duty to bargain and define certain unfair labor practices. They do not grant the right to strike but provide mediation and fact finding services usually with public recommendations as the result of fact finding. He believes that in Wisconsin, after five years of experience, the system is working adequately.²⁹

Anderson's optimism is not entirely shared by Parker, who wrote that after one year under the Michigan Employment

²⁷Ibid.

²⁸Anderson, "State Regulation of Employment Relations," p. 103.

²⁹Ibid., p. 104.

Relations Act, 1966 was characterized as "The Teachers' Revolution" and "The year the teachers went to war for higher wages, better working conditions and a voice in educational policy."³⁰ He said that despite the fact that strikes are prohibited by the act, nine school districts were struck during the year. Collective bargaining was impeded by a lack of experience on both sides, reluctance of school boards to yield traditional management rights, the demand by teacher organizations to correct all inequities in the first contract, and the financial inability of school districts to meet collective bargaining demands. In spite of the problems, however, Parker believed that the parties will eventually learn to live with one another in a collective bargaining relationship.³¹

It is clear that the trend in legislation in the area of teacher-board of education relationships is to make available to the teachers many of the key elements of collective bargaining. While a few states still prohibit the right to organize, opposition has decreased. Legislation, court decisions and executive orders have given a majority

³⁰Hyman Parker, "The New Michigan Labor Relations Law and Public School Teachers," Readings on Collective Negotiations in Public Education, ed. by Stanley M. Elam, Myron Lieberman and Michael H. Moskow (Chicago: Rand McNally & Company, 1967), pp. 125-26.

³¹Ibid., pp. 126-27.

of teachers the right to join organizations of their own choosing.³² As many as twenty more states have introduced or will soon introduce collective bargaining legislation for teachers, in addition to the ten states that presently have enacted such laws.³³

Changing attitudes toward collective bargaining for teachers. According to Stieber:

The 1960's have already earned the right to go down in labor relations history as the decade of the public employee. At the federal, state and local levels of government, employees are organizing, engaging in negotiations, and giving voice to grievances against their employers; in short, they are beginning to act like all other employees. Legislatures are passing laws according public employees most of the rights won by workers in private industry thirty years ago.³⁴

The dramatic emergence of collective bargaining for teachers was accompanied not only by changing legislation but by changing attitudes of educators and board members toward collective bargaining itself. Much of the current approach to the problems of teacher-school board relationships

³²Wesley A. Wildman, "Legal Aspects of Teacher Collective Action," Readings on Collective Negotiations in Public Education, ed. by Stanley M. Elam, Myron Lieberman, and Michael H. Moskow (Chicago: Rand McNally & Company, 1967), p. 89.

³³Lieberman, "Collective Negotiations: Status and Trends," p. 8.

³⁴Jack Stieber, "Collective Bargaining in the Public Sector," Challenges to Collective Bargaining, ed. by Lloyd Ulman (Englewood Cliffs, N. J.: Prentice-Hall, Inc., 1967), p. 65.

reflects the philosophy of the American Federation of Teachers regarding collective bargaining.

The AFT has long advocated bargaining rights for teachers and has claimed that collective bargaining is inevitable.³⁵ Charles Cogen, president of the AFT said that two centuries of labor relations history had paved the way for the opportunity to raise the level of the educational system and to improve working conditions of teachers.³⁶ Janssen wrote that the major change in the AFT is not philosophical, but amounts to "almost frantic growth."³⁷

In contrast to the American Federation of Teachers, the National Education Association has undergone tremendous changes of a philosophical nature during the 1960's. In 1955 Thomas explained why boards of education were not required to bargain with teachers' representatives, and also why they should not. He quoted Franklin D. Roosevelt as writing in 1937 that the process of collective bargaining could not be transplanted into public service.³⁸ The NEA opposed collective bargaining (or professional negotiations)

³⁵Fewkes, "Dawn of a New Era," p. 13.

³⁶Cogen, "Departure," p. 5.

³⁷Peter Janssen, "The Union Response to Academic Mass Production," Saturday Review, October 21, 1967, p. 64.

³⁸Thomas, "Bargaining Agents," p. 84.

until 1962 when it changed its position. At its 1961 convention the NEA passed a resolution which carefully avoided the words "collective negotiations" and which called for the right of professional education associations to participate in the determination of policies of common concern, including salaries and other conditions of professional service. Arbitrary use of authority by boards of education and the use of the strike by teachers was precluded by the resolution.³⁹ In 1962 the corresponding resolution was changed to include the words "professional negotiation" and a statement that procedures should be established which provide an orderly method for professional education associations and boards of education to reach mutually satisfactory agreements. The statement against arbitrary use of board authority and the teacher strike was retained. In the same convention a resolution advocated professional sanctions as a means of preventing "unethical or arbitrary policies or practices that have a deleterious effect on the welfare of the schools."⁴⁰ In subsequent conventions the position of the NEA has become stronger in its demands for

³⁹National Education Association, Addresses and Proceedings, 1961 (Washington, D. C.: National Education Association, 1961), pp. 216-17.

⁴⁰National Education Association, Addresses and Proceedings, 1962 (Washington, D. C.: National Education Association, 1962), pp. 178-81.

professional negotiations. In the 1965 convention, for example, the resolution that opposed the teacher strike was changed to delete reference to the use of the strike.⁴¹

By 1968 the NEA had adopted most of the philosophy of the AFT. Even the strike was recognized by resolution. Hazard wrote that:

The distinctions between strikes and sanctions; between professional negotiations and collective bargaining; between the goals for public education as held by the NEA and the AFT are more illusory than real. By semantic transfiguration, the AFT's collective bargaining becomes the NEA's professional negotiations.⁴²

While teacher organizations have been pressing forward in collective bargaining, boards of education have not presented a unified position relative to the merits of bargaining with teachers. Some have been opposed to collective bargaining because to enter into bargaining would be to delegate traditional board prerogatives to the teachers, while others, prompted by sentiments of fair dealing or a public relations sense, have bargained voluntarily with representatives of the teachers.⁴³

As evidence of a growing acceptance of collective bargaining for teachers, Southworth thought it to be reasonable

⁴¹Lieberman, "Collective Negotiations," p. 46.

⁴²William R. Hazard, "Semantic Gymnastics?" American School Board Journal, CLV (October, 1967), p. 19.

⁴³Seitz, "School Boards and Unions," p. 11.

for teachers to want to participate more fully in terms of their employment, but that in some areas, such as teacher recruitment, it would be more efficient to continue to leave decision making in the hands of administrators who are trained to do that kind of work.⁴⁴

Another advocate of collective bargaining between teachers and boards of education was Nolte, who thought in 1965 that it was imperative that boards of education cut through red tape and seek to set up orderly procedures for meeting with teachers across the bargaining table.⁴⁵

A most interesting comparison of the writings of one of the leading figures in the area of collective bargaining for teachers can be made in the case of Lieberman who in 1960 wrote:

The foremost fact about teachers' organizations in the United States is their irrelevance in the national scene. Their futility in protecting the public interest and the legitimate vocational aspirations of teachers is a national tragedy, much more dangerous to our democratic institutions than the excessive power wielded by such familiar bogeys as "Madison Avenue," "labor bosses," "captains of industry," "military high brass," and the like. Because their organizations are weak, teachers are without power; because they are without power, power is exercised upon them to weaken and to corrupt public education.⁴⁶

⁴⁴William D. Southworth, "Teamwork is the Answer," American School Board Journal, CLIII (September, 1966), p. 65.

⁴⁵Nolte, "Teachers Face Board," p. 12.

⁴⁶Myron Lieberman, The Future of Public Education (Chicago: The University of Chicago Press, 1960), p. 179.

In 1967 Lieberman wrote that teacher organizations were spending several times more for negotiations than the total National School Board Association budget. He added:

In brief, the teacher organizations are rapidly escalating the local, state and national resources being devoted to negotiations. Unless there is a comparable effort by school management, at local, state and national levels, the outcome will be disastrous for it. Indeed, an across-the-board effort by school management to organize for collective negotiations is absolutely essential at the present time.⁴⁷

Summary. The first section of this chapter was devoted to a review of literature related to the historical background of collective bargaining for teachers.

Two teacher organizations were described. The NEA is larger and more diversified. Historically it has been more intent on matters of curriculum and instruction than on negotiations. In contrast, the smaller but rapidly growing AFT has concentrated more on gaining benefits for its members.

Success of teachers in early strikes and bargaining agreements in Norwalk and New York led to increased interest of teachers elsewhere in collective bargaining and teacher organizations have responded to that interest.

Great changes have taken place in legal thought and practice as they relate to collective bargaining for teachers.

⁴⁷Lieberman, "Collective Negotiations: Status and Trends," p. 10.

Early statutes were hostile to unions among public employees and as late as the 1950's it was generally assumed that teachers did not have the right to bargain collectively with boards of education. By 1968, however, at least ten states have adopted legislation granting public employees the right to organize and to bargain collectively with their employers, and as many as twenty more states are considering similar legislation.

II. The Role of Conflict and the Teacher

Strike in Collective Bargaining

Evidences of conflict in collective bargaining for teachers. While there are many ways in which conflict in collective bargaining can be expressed other than through the strike, the expression that is best understood and that is the ultimate expression of conflict is that of the strike. Traditionally, teachers have been reluctant to use the strike, but with its success first at Norwalk and then at New York, it has become increasingly popular with teachers.

In Michigan, for example, there were nine teacher strikes by June, 1966, the first year in which the state's new Public Employment Relations Act was in effect.⁴⁸ In September, 1967, at least thirty-six school districts in

⁴⁸Parker, "Michigan Labor Relations Law," pp. 125-26.

Michigan were struck by teachers. Included among those thirty-six districts was the state's largest, Detroit. Over 400,000 children were affected by the strikes.⁴⁹ According to Janssen, teacher militancy reached a new high in 1967, when teacher strikes also broke out in other states such as Illinois, Kentucky, Florida, and New York. He said the strikes were caused by teachers trying "to reverse the dismal spiral of low salaries, crowded classes, and assembly-line working conditions."⁵⁰ The news section of the American School Board Journal commented on the New York and Detroit strikes in 1967. It stated that in New York the settlement cost \$135.4 million and raised the salaries of New York teachers to a range of from \$6,750 to \$13,750, one of the highest scales in the nation. In Detroit it was projected that the settlement would cost \$18.7 million in added teachers' pay over two years. The Detroit board, which faced an \$8 million deficit in the first year of the contract alone, may have been hoping for assistance from the state legislature.

In New York, as a result of the strike that netted \$135.4 million, the United Federation of Teachers was fined \$150,000 (about \$3.00 per member) and its president, Al

⁴⁹Peter Janssen, "Teacher Strikes: Who Won?" Saturday Review, October 21, 1967, p. 66.

⁵⁰Ibid.

Shanker, was sentenced to jail for fifteen days.⁵¹

The importance of conflict situations in education was pointed out by Brodinsky, who in listing the ten major educational events of 1967, gave first place to the New York City teachers' strike. Second place on his list went to the situation in Florida, where about 32,000 teachers of the 55,000-member Florida Education Association submitted resignations forcing the governor to call a special session of the legislature to provide additional funds for education.⁵²

Evidence of continued unrest among teachers and conflict between teachers, and school authorities continues to appear. The March 11, 1968 issue of U. S. News and World Report indicated that strikes are continuing to occur across the country. According to that article, teacher strikes took place in Florida, Albuquerque, New Mexico, San Francisco, Pittsburgh, and in Wellston, a suburb of St. Louis.⁵³

Causes of teacher militancy and strikes. There are no simple explanations that can be given for the increasing

⁵¹"News," American School Board Journal, CLV (November, 1967), p. 2.

⁵²Ben Brodinsky, "The Ten Major Educational Events of 1967," Education Summary, January 15, 1968, p. 5.

⁵³"Teacher Strikes Across the Nation--Who Wants What," U. S. News and World Report, March 11, 1968, p. 10.

evidence of teacher militancy and strike activity. The literature in the field of collective bargaining for teachers yields observations but no answers to the question, "Why?"

Steiber comments, in explaining reasons for organization of teachers, that labor unions have devoted more energy and resources to the task of organizing teachers. He wrote:

They [teacher organizations] became more militant, they organized demonstrations, picketed, talked tough to public officials and on occasion called strikes to back up their demands, even though they knew such action was prohibited. A few dramatic breakthrough agreements, such as the 1961 contract covering 44,000 New York City teachers helped union organization in other cities and states.⁵⁴

Corwin found that professionalization is a militant process. According to him, professionalization is a drive for status. It represents efforts of members of a vocational group to control their work. In attempting to gain that control, the vocational group will seek to wrest power from those groups which have traditionally possessed it. He stated that this process is beginning to take place among teachers.⁵⁵

In 1961 Bahou wrote that, "American teachers are

⁵⁴Stieber, "Collective Bargaining," p. 68.

⁵⁵Ronald G. Corwin, "Militant Professionalism, Initiative and Compliance in Public Education," Sociology of Education, XXXVIII (Summer, 1965), p. 313.

atomized and hence powerless in a pluralistic society. Consequently they have occupied a position of subservience, and inferiority in the community power structure."⁵⁶ His statement agrees with Corwin's position that a vocational group that lacks power will have to take it from those who hold power as the group aspires to professional status.

Cass does not view the problem in terms as simple as those of Corwin and Bahou. He cited a many faceted complex of factors leading to increased teacher militancy. He reported that the growing militancy of teachers could be explained primarily in terms of competition for members and power between the American Federation of Teachers and the National Education Association, but that other factors also contributed. The question of take-home pay was important, but equally crucial was the issue of job satisfaction.

He stated that a large number of men entered teaching after World War II. Salaries became more important then, but so did the demand of teachers to have a stronger hand in determining their professional destiny. Once a reasonable salary level is reached many teachers will accept lower salaries if other job satisfactions are high.

Cass added that other forces have converged on the schools to reduce teacher job satisfaction. The National

⁵⁶Victor Bahou, "Must Teachers Remain in the Shadows?" Educational Forum, XXV (May, 1961), p. 473.

Defense Education Act and the Elementary and Secondary Education Act promised great improvements for education. Added local funding seemed to offer better conditions in the near future, but expectations of teachers were not realized.

He related that many occupational groups have learned that justice of demands does not win increased salaries, but that power does. Also, the wide acceptance of civil disobedience as an appropriate means for protesting social wrongs has not been lost to the thinking of teachers and their organization leaders.

According to Cass another major factor in the relationship between teachers and their employers is the growing impersonality of the schools as they have become larger while at the same time a new breed of teachers, better educated, less dedicated, and more pragmatic is taking over in the classrooms.⁵⁷

Wildman also holds that teacher militancy must be attributed to many interrelated causes. He points to arguments that even a dramatic improvement in teacher salaries will not put an end to teacher discontent, and that demands for money are "more symptomatic than causative." According to this line of reasoning, teachers are seeking a significant voice in school policy determination.

⁵⁷James Cass and Max Birnbaum, "What Makes Teachers Militant," Saturday Review, January 20, 1968, pp. 54-56.

Another view that Wildman discusses is one that collective bargaining for teachers is not really very revolutionary and that when the teacher organizations have reached their goals relative to wages and improved working conditions they will assume the traditional role of the labor unions in this nation and will be mainly interested in protecting positions won in collective bargaining agreements.

After reviewing these points, Wildman attributes strikes in Michigan schools to inexperience in bargaining, rivalry between the NEA and AFT organizations, a political climate highly tolerant of overt and dramatic action by employee organizations even when in violation of the law, reluctance of school boards to be the first to agree to precedent-setting demands and failure of the Michigan statute to make fact finding a specific and terminal procedure to be invoked by either party.⁵⁸

General observations were that collective bargaining is a power relationship in which conflict is involved, and that in collective bargaining the teacher organization feels obligated to "deliver something" to its membership. Often attempts are made to do too much in the first contract. Competition between teacher organizations tends also to

⁵⁸Wesley A. Wildman, "What Prompts Greater Teacher Militancy?" American School Board Journal, CLIV (March, 1967) pp. 27-31.

increase overt conflict between the teachers and the administration or board.⁵⁹

The inevitability of conflict. The inevitability of conflict between teachers and boards of education seems, for a time at least, to be established through collective bargaining relationships. In addition to the tensions created by competition between NEA and AFT⁶⁰ and the rising aspirations of teachers seeking better salaries and greater professional identity⁶¹ there is the possibility that conflict can be created by the collective bargaining process itself.

Campbell described a situation in which conflict seems likely when he indicated that with teachers demanding bargaining rights, it is clear that they are going to have a greater voice than ever before in determining school policy and that boards can no longer expect to get by with a policy of paternalism, no matter how beneficent it might be.⁶²

⁵⁹Ibid., pp. 31-32.

⁶⁰Arnold M. Bloom, "A More Militant Profession," American School & University, XXXVII (October, 1964), p. 17.

⁶¹Ibid.

⁶²Roald F. Campbell, "Is the School Superintendent Obsolete?" Phi Delta Kappan, XLVIII (October, 1966), p. 53.

Heisel wrote that the process of collective bargaining is "essentially a conflict between management and the union." He stated that it is futile to seek harmony because management has what the union wants, and union gains are management's losses. "Conflict is inevitable" is his way of describing the situation. He added that the process does not have to be acrimonious. The bargaining process was likened to a basketball game before which the opponents shake hands and then do their best to defeat each other in the contest.⁶³

Wildman raised the question of the development of a form of group conflict as the result of collective bargaining. He described group conflict as:

Those situations in which large numbers of persons in an organization may share perceived deprivations, frustrations, or dissatisfactions and develop consensus on issues in opposition to consensus on another level in the hierarchy.⁶⁴

Wildman stated that it is widely accepted that collective bargaining can allow legitimate power to be acquired by an employee organization. However, in assessing the appropriateness of bargaining to education, "the disutilities that can accompany the introduction of adversary procedure must be considered."

⁶³W. D. Heisel and J. D. Hallihan, Questions and Answers on Public Employees Negotiation (Chicago: Public Personnel Association, 1967), p. 68.

⁶⁴Wildman, "Group Conflict," p. 244.

He cautioned that the establishment of a "formal collective employee-employer relationship" sets in motion processes which may cause assumptions of conflict to become self-confirming hypotheses. The employee organization, for example, might develop a vested interest in seeking out and maintaining conflict situations. Also, the superintendent might have to appear to be opposed to teacher demands in order to give the union a bargaining function.⁶⁵

Wilson agreed with the idea that teacher organizations, both "union" and "professional," are forced to create a climate of conflict in order to justify their existence. He also stated that NEA organizations are widening the division between teachers and administrators in order to "present a facade of classroom teacher orientation to the unions, the public, and its own members in its struggle to represent teachers in negotiations with boards of education."⁶⁶

Hall's writing adds concern over the possibility that conflict can be generated in collective bargaining even though participants might not really want it to occur. He wrote:

⁶⁵Ibid., p. 245.

⁶⁶Charles F. Wilson, "Whose Man is the Superintendent?" Phi Delta Kappan, XLVIII (December, 1966), pp. 156-57.

Open conflict can turn out to be irresistibly attractive to the participants. They may enjoy it wholeheartedly even while they feel guilty over their enjoyment. On occasion, it is almost impossible to extricate oneself, or one's group, from a conflict situation, as seems to be the case after thirteen years of entrapment in Vietnam. And when conflict does terminate, it leaves scars that last long and seem not to heal properly.⁶⁷

Hall also wrote that a mood of conflict can so settle over an organization that it could be "as little subject to control as an equinoctial storm." He said that there are times when the atmosphere of an organization seems charged with conflict. At these times it seems that participants "are mutually oriented to get into a scrap without delay and with a minimum of provocation."⁶⁸

Results of conflict and teacher strikes. Some of the results of teacher strikes have already been referred to earlier in this chapter. It seems apparent that by making use of the strike, teachers have been able to force boards of education to grant dramatic salary increases. The strong probability that salary improvement will be beneficial to education in general as well as the teaching profession is obvious and need not be studied deeply at this point. Some of the less obvious results should be considered,

⁶⁷ Oswald Hall, "The Social Context of Conflict," Grievances and Their Resolution, ed. by Frank W. Lutz, Lou Kleinman, and Sy Evans (Danville, Illinois: Interstate Printers & Publishers, Inc., 1967), p. 1.

⁶⁸ Ibid., p. 10.

however, because they could be of equal or greater importance in the future.

There is the probability that collective bargaining victories won by the strike have brought to many individual teachers a sense of accomplishment and a voice in determining their own professional status.⁶⁹ The days of paternalism are gone, according to Braun in his review of the strike in Woodbridge, New Jersey.⁷⁰ It seems likely that additional teacher involvement in curriculum matters and in determination of class size will hold promise of better schools in the future as envisaged by Jackson.⁷¹

On the other hand, there appear to be negative effects of collective bargaining including conflict and the strike that should also be considered. One involves the personal relationship between teachers and school administrators. Lillrose described changes that had taken place in a school where the entire staff had worked together happily in the past, but where conflict in bargaining had torn teachers and principal apart. According to her, the

⁶⁹Reuther, "Road to a Brighter Tomorrow," pp. 5-6.

⁷⁰Robert J. Braun, "What Happened in Woodbridge," School Management, XI (May, 1967), p. 122.

⁷¹Cornelia P. Jackson, "Professional Negotiation and a New Image," Michigan Elementary Principal, XLI (March, 1967), p. 14.



principal and the staff are now in separate camps because of the union's need to maintain strength by "salient or assumed conflict."⁷²

Rice maintained in 1965, before the recent rush of teacher strikes took place, that teacher unrest was damaging to school public relations programs. He said that spokesmen for teacher organizations argue that coercive schemes have brought results and that "the end would justify the means." He expressed concern over "long-range ill effects and the resentment of the public."⁷³

Another negative effect of collective bargaining is that in the face of conflict between teachers and administrators, who find themselves designated to be in the management group, it appears that educational leadership by administrators, at least in some instances, might be in jeopardy. That was Miller's contention,⁷⁴ and it is a position in harmony with that of Neagley who wrote that, "The establishment and maintenance of satisfactory human

⁷²Bernice Lillrose, "The Squeeze on Principal-Teacher Relationships," Michigan Elementary Principal, XLII (February, 1968), p. 9.

⁷³Arthur H. Rice, "Teacher Unrest has Damaged School Public Relations," Nations Schools, LXXV (March, 1965), p. 46.

⁷⁴William C. Miller, "Curricular Implications of Negotiation," Educational Leadership, XXIII (April, 1966), p. 533.

relationships among all staff members is primary,"⁷⁵ in a school supervisory program.

Summary. In section II of this chapter literature related to the role of conflict and the teacher strike in collective bargaining was reviewed.

It was found that teacher strikes have occurred with increasing frequency, especially in Michigan during 1966-67 and 1967-68. In general, teacher strikes have been followed by significant salary increases for teachers.

Teacher unrest that seems to lead to strikes is attributed to many causes including a desire on the part of teachers to participate in making decisions affecting their professional work, the growing impersonality of schools and rivalry between teacher organizations as well as increased salary expectations.

There is evidence that conflict results from the collective bargaining situation because of the adversary roles that are played by parties to the negotiations. In this reference conflict tends to become a self-confirming hypothesis.

There is concern that conflict and teacher strikes will be damaging to school public relations programs and

⁷⁵Ross L. Neagley and Dean N. Evans, Handbook for Effective Supervision of Instruction (Englewood Cliffs, New Jersey: Prentice-Hall, Inc., 1964), p. 5.

that it will interfere with educational leadership activities of school administrators.

III. Collective Bargaining in the Private and Public Sectors

Similarities between collective bargaining in the private and public sectors. In order to understand the differences between collective bargaining in the private and public sectors it is helpful to first look at the similarities between bargaining in the two areas.

Most arguments to the effect that there is or should be little difference between bargaining collectively in the private and public sectors revolve around the relationships between the employee and his job and do not give important consideration to the interest of the public or the acquisition of funds. These arguments can be compelling, however, because the interest of the public employee in his own conditions of employment are great, just as are those of the employee in private business or industry.

Steiber wrote that developing trends in collective bargaining for public employees generally follow existing laws governing labor-management relations in private industry, except that strikes are prohibited and alternative settlement procedures are provided. Most unions see little difference between employment in the private and public sectors. The unions focus their attention on "the individual employee,

his economic needs, his job and his fundamental rights as a citizen in a democratic society." The unions believe that public employees do not differ from those in private industry "in terms of economic requirements and the desire to have a voice in determining their conditions of employment." The more militant unions assert the right to strike.⁷⁶

In discussing "Procedures in Collective Bargaining," Harrison emphasized similarities between bargaining in the private and public sectors of employment when he wrote:

It was the need for democracy on the economic side of man's life that brought into being the idea of collective bargaining. In practice, collective bargaining has proved so successful in democratizing the employer-employee relationship that it has become an established institution in every free democratic nation in the world.

It is the instrument successfully utilized by wage earners, salaried groups and professional people to humanize the employer-employee relationship. Collective bargaining is equally successful in this role with people employed by governmental units as with private employers.⁷⁷

Reuther told teachers that their right to organize and participate in collective bargaining was the same as that of millions and millions of other workers in both private industry and government.⁷⁸

⁷⁶Stieber, "Collective Bargaining," p. 77.

⁷⁷Harrison, "Procedures in Collective Bargaining," p. 5.

⁷⁸Reuther, "Road to a Brighter Tomorrow," p. 5.

Cogen agreed with both Harrison and Reuther that bargaining rights for teachers were the same as those for workers in private industry when he wrote that collective bargaining--the process of economic democracy that had been developed in centuries of labor relations history--enabled teachers to participate in the determination of their own working conditions.⁷⁹

Most discussions of collective bargaining in the private and public sectors of employment become involved at sometime or another with the use of the strike as a bargaining tool.

Lieberman conceded that strikes should not be allowed in certain areas of government service such as the armed forces or the police. He stated that in other areas of public employment workers should have the same right to strike as private employees. He wrote:

The public welfare or safety is hardly threatened by strikes of gardeners in public parks. Inconsistently, employees of a privately owned utility can strike, whereas employees of a publicly owned utility, providing the same service cannot strike. And there is not much logic in permitting teamsters to close a school by not delivering coal to it but not permitting teachers to close it by refusing to teach.⁸⁰

⁷⁹Cogen, "Departure," p. 5.

⁸⁰Myron Lieberman, "Teacher Strikes: Acceptable Strategy?" Phi Delta Kappan, XLVI (January, 1965), p. 238.

Continuing, Lieberman said that no teacher strike recorded has ever lasted long enough to result in irreparable educational harm to children. Schools are closed for vacations, football games, harvesting, teachers' conventions, inclement weather and for many other reasons and no one gets very excited about it. But people become very excited if school is closed for one day because of a strike. There is no evidence that teacher strikes have had any lasting impact on children because of the illegality factor either.

He argued further that since strikes cannot be prevented in the private sector even when they clearly threaten national welfare or safety, it is hypocritical to say that teacher strikes cannot be permitted because they would endanger public safety or welfare. He holds that the "public-private dichotomy" is not a logical basis for deciding what group can or cannot strike. Some strikes in the private sector are more threatening to the public than some in the public sector. "Teacher strikes may be inconvenient but they do not endanger the public welfare or safety."⁸¹

Lieberman noted elsewhere that in some Canadian provinces teachers have the right to strike by statute. He emphasized that he does not advocate strikes in violation of law or an appropriate court order.⁸²

⁸¹Ibid.

⁸²Lieberman, Collective Negotiations, p. 301.

Differences in collective bargaining in the private and public sectors. There is a great deal of evidence that the conditions under which collective bargaining functions in private industry are not entirely the same in public employment. There has been some reluctance on the part of public employers to grant bargaining rights to employees. Spero summed up one argument against granting bargaining rights as follows:

Government asserts that its relation to those who earn their livelihood in its service is different from the relation of private employers to their employees. To private employees government guarantees the freedom to organize, to bargain collectively with their employers and to strike. It claims, however, that the means used by workers in private employ to bring pressure upon their employers to improve their conditions have no place in the public service and that their use would represent a derogation of sovereignty and an attack on the authority of the state. Government insists that, in order to preserve the integrity of public authority, it must possess the right of final determination in all its employment relations.⁸³

Spero pointed out, however, that in spite of their reluctance to grant legal authority to bargain to their employees, agencies of the government have been dealing with employees and coming to understandings with them for many years, without thinking of this action as being related to collective bargaining.⁸⁴

⁸³Stirling D. Spero, Government as Employer (New York: Remsen Press, 1948), p. 1.

⁸⁴Ibid., p. 341.

There has been a great deal of reluctance on the part of legislative bodies in this country to give up their rule-making jurisdiction. Because of this there is a tendency to treat the legislative process that governs the employment relationship in the public service as reserved territory, to be excluded from collective bargaining.⁸⁵

The United States Government took a step toward bargaining collectively with its employees by means of President Kennedy's Executive Order 10988 in 1962. That order granted some bargaining rights to federal employees, but it limited matters that could be bargained and denied employees the right to membership in organizations "which assert the right to strike against the Government of the United States or any agency thereof." Executive Order 10988 actually maintained the right of government to final determination of policies while granting to employees the right to participate in the determination of certain working conditions. It did not break down the major differences between bargaining in public and private employment.⁸⁶

⁸⁵George H. Hildebrand, "The Public Sector," Frontiers of Collective Bargaining, ed. by John T. Dunlop and Neil W. Chamberlain (New York: Harper and Row, 1967), p. 127.

⁸⁶The White House Executive Order 10988: Employee-Management Cooperation in the Federal Service, cited by Lieberman, Collective Negotiations, pp. 493-99.

Other arguments that there are fundamental differences between collective bargaining in the private and public sectors are more convincing than those relating to the mere fact of governmental prerogative.⁸⁷

Many writers agree that there is an important economic difference between private and public bargaining, based on the market. The potency of the consumer power of choice has been recognized by union and management representatives in the private sector. The amount that consumers are willing to pay for a product under competitive conditions ultimately determines wages and other benefits for employees, and profits for employers. The market serves as a restraint on collective bargaining in this case.⁸⁸ Weber agrees that the market is important in collective bargaining.⁸⁹

That restraint does not exist in public employment. For one reason, government services are generally monopolistic. There is usually no suitable substitute for a government service. Because of this the sanctions of the competitive market are not able to provide a measure of discipline to the behavior of bargaining parties in public employment.

⁸⁷Stieber, "Collective Bargaining," p. 81.

⁸⁸George W. Taylor, "The Public Interest," Phi Delta Kappan, XLVIII (September, 1966), p. 17.

⁸⁹Arnold R. Weber, "Stability and Change in the Structure of Collective Bargaining," Challenges to Collective Bargaining, ed. by Lloyd Ulman (Englewood Cliffs, New Jersey: Prentice-Hall, Inc., 1967), p. 15.

There is no assurance that an agreement reached under these conditions will not be made at someone else's expense.⁹⁰

The only economic restraint to collective bargaining in the public sector is the refusal of the public to support the levying of taxes to pay for economic gains won by employees in collective bargaining.⁹¹ That public restraint can be exercised most easily in the area of education, especially in school districts where voters are required to approve tax rate increases.

Hildebrand found four main elements distinguishing collective bargaining for government workers from bargaining in the private sector. First, the right to strike or to lock out is usually taken away by law or by force of public opinion. Second, most governmental services are provided free and are financed by taxes levied by the appropriate form of government. No income is lost to the employer in the event of a work stoppage. At the same time, public opinion can powerfully influence both parties to a disagreement. Third, the employer immediately involved in collective bargaining may lack final power to reach an agreement. Finally, there is the tendency, already mentioned, for legislative bodies to want to retain as much of their rule-making

⁹⁰Wildman, "What Prompts Militancy?" p. 30.

⁹¹Taylor, "Public Interest," p. 18.

jurisdiction as they can.⁹²

Lieberman also pointed out four distinguishing features of bargaining in public education as opposed to the private employment area. He found that boards of education were less inclined to delegate the management of the schools to administrators than is true in private business organizations. A second point was that in business, managerial employees are often members of boards of directors, often eliminating a separate power structure. This situation is not found in the school board-administrator relationship. A third difference is that board of directors members in business are not closely related to and observed by stockholders while board of education members are elected by members of the community who are often deeply concerned with the operation of the public schools. A fourth major difference between public and private bargaining recognized by Lieberman is the fact that constituents of a school district have the opportunity to influence bargaining by voting on taxes in most states.⁹³

Lieberman wrote that because of the above differences between private and public employment, boards of education take a more active interest in school operations, and that

⁹²Hildebrand, "The Public Sector," pp. 126-27.

⁹³Lieberman, Collective Negotiations, p. 271.

they have less economic pressure but more social and political pressure to reach bargaining agreements with employees than do members of boards of directors in private business or industry.⁹⁴

Stieber pointed out some of the differences between public and private employment when he described the arguments of some students of industrial relations who hold that it might not be wise to transfer all of the legal framework, concepts and institutions from the private sector of collective bargaining to the public sector. He wrote that while the proponents of this view believe that public employees have the same basic rights as others, there are certain constraints operating in the public sector that interfere with the transfer of private industry laws, practices and institutions to the public sector. Among these are the following: Many terms of employment are determined by law or civil service regulations. This limits the scope of bargaining. Second, there is a diffusion of decision-making authority to a greater extent than in private industry. Third, the legal framework of collective bargaining in industry was developed in response to conditions that existed at that time and in that application. Those same conditions do not always exist now in public employment.

⁹⁴Ibid., pp. 271-72.

Fourth, cognizance should be taken of two types of employee organizations existing now in the public sector. They are the "association" and the "union" type of organization. The same set of laws may not apply properly to both types of organizations. Finally, the strike is illegal and should not be allowed.⁹⁵

In discussing the strike in public employment as compared with the strike in the private sector, Stieber said that government employee strikes are prevented by federal law, by many state laws and by court decisions. It is generally agreed that strikes by government employees cannot be allowed. In spite of law and general support of such laws, however, strikes have occurred. He commented that too often strikes are treated as "an unmitigated evil to be exorcised rather than the symptom of a malady which needs treatment." At the same time, "some unions have used the strike as if it were the first rather than the last resort in collective bargaining."⁹⁶

Stieber is sure that, in contrast with employees in private industry, policemen, firemen and prison guards should not have the right to strike because of the "essential services" theory. He is not as sure, however, that the theory

⁹⁵Stieber, "Collective Bargaining," p. 81.

⁹⁶Ibid., pp. 79-81

applies to school teachers. He stated that there are differences of opinion on that question.

He believed that a better reason for not allowing the strike in public service is that it does not serve the same purpose in public employment that it does in private industry. He wrote:

The countervailing right of the lockout and the possibility of going out of business do not exist [in public employment]. Extended suspension of operations depriving the community of needed or even desired non-essential services is not politically feasible, even when possible from an economic viewpoint. . . . The economic and market pressures which operate in private industry do not usually exist in the public sector.⁹⁷

Stieber also said there is a feeling that the strike should not be allowed in public employment when its use is being questioned in private industry.⁹⁸ That point of view is at least being considered by a branch of the AFL-CIO. The maritime trades department of the AFL-CIO initiated a study of problems of fixing wages and working conditions of state and city government employees. Representative Dominick Daniels (Dem.) of New Jersey said, at a meeting called on February 28, 1968, for the purpose of launching the study, that "public employees ought not to be permitted to strike." At that meeting only Charles Cogen, president of the AFT,

⁹⁷Ibid., pp. 82-83.

⁹⁸Ibid., p. 83.

spoke out strongly in defense of the right to strike.⁹⁹

Resolution of the impasse. There is a need for a satisfactory means of resolving impasse situations in collective negotiations. When one party to collective bargaining feels that its interests are endangered, that party is likely to force or attempt to force an improvement of its position.¹⁰⁰ When both parties feel equally threatened, or when both parties are overly optimistic about their chances of improving their positions in collective bargaining, an impasse is likely to occur.

The strike is the best known sanction available to employees to use in protecting their own interests. The strike is a right given to private employees but it is denied to public employees on the grounds of the sovereign authority of the government, or more logically, because of the vital importance of certain public services.¹⁰¹

If the right to strike is denied to public employees, then it will have to be replaced by a system that will allow employees to bargain with their employers on a basis of equality.

⁹⁹"Labor Debates City-Worker Strikes," U. S. News and World Report, March 11, 1968, p. 95.

¹⁰⁰Gibson, School Personnel Administrator, p. 392.

¹⁰¹Ibid.

Lieberman favored some procedural restrictions on teachers' strikes but advised against punitive anti-strike legislation. He stated that realistic equitable procedures for resolving issues should be developed.¹⁰² Wildman wrote that where conflict exists it can be handled through mediation, fact finding and arbitration. Reason and not power then would become the decisive factor. He predicted that the acceptance rate of recommendations would be high.¹⁰³

Slavney advocated the use of a neutral third party to mediate differences between parties in the event of an impasse. He indicated that mediation should be initiated only at the joint request of both parties. If mediation should fail to end in an agreement then Slavney would recommend that the dispute go to fact finding. The fact finding hearing as described by Slavney would be formal and open to the public. The award of the fact finder would be made public because the real effectiveness of fact finding in a teacher-board dispute would be the public reaction to the results of fact finding.

Slavney did not recommend the use of final binding arbitration because the parties would be deprived of their

¹⁰²Lieberman, "Teacher Strikes," p. 240.

¹⁰³Wildman, "What Prompts Militancy?" p. 30.

responsibility to reach a final determination of their dispute.¹⁰⁴

Taylor suggested that parties to negotiations work out their own provisions for impasse settlement prior to reaching the impasse. If they do not accomplish this, then he would have a public employment relations board step into the dispute with mediation services. If mediation would prove to be ineffective the board would authorize fact finding with recommendations for a resolution of the dispute. A show cause hearing would be held to give each party an opportunity to state its position with respect to the recommendations of the fact finding board in case those recommendations were not accepted by the parties.¹⁰⁵

Hildebrand recognized two standard solutions to the problem of resolving the impasse. The first is compulsory arbitration. This he objected to because the responsibility of governmental officials cannot be delegated to a board of arbitrators. Also, he indicated that the knowledge that arbitration would be available would prevent parties to

¹⁰⁴Morris Slavney, "Impasse Procedures in Public Education," Readings on Collective Negotiations in Public Education, ed. by Stanley M. Elam, Myron Lieberman and Michael H. Moskow (Chicago: Rand McNally & Company, 1967), pp. 426-31.

¹⁰⁵George W. Taylor, "Public Employment: Strikes or Procedure?" Industrial and Labor Relations Review, XX (July, 1967), pp. 633-35.

collective bargaining from actually bargaining effectively and in good faith. Hildebrand then turned to fact finding with recommendations as the best ultimate procedure for resolving impasses. He speculated that fact finding would be "a useful and even powerful device."¹⁰⁶

Moskow wrote that while no procedure can be guaranteed to be successful, fact finding with public recommendations appears to be the best impasse procedure available,¹⁰⁷ and Jamieson recommended "fact finding arbitration" with "non-binding recommendations."¹⁰⁸

Ruskin indicated in rather careful terms that he believed that full-fledged arbitration should be used as a final step in impasse resolution. He admitted being aware that many constitutional experts question the authority of governmental agencies to delegate control over public funds to any other individual or committee. He wrote that along with the idea of arbitration goes the fact that citizens must be prepared to pay the price of economic justice to state and municipal employees.¹⁰⁹

¹⁰⁶Hildebrand, "The Public Sector," pp. 145-47.

¹⁰⁷Moskow, "Recent Legislation," p. 140.

¹⁰⁸Robert A. Jamieson, "The Board's Positive Approach," American School Board Journal, CLV (November, 1967), p. 14.

¹⁰⁹A. H. Ruskin, "Collective Bargaining and the Public Interest," Challenges to Collective Bargaining, ed. by Lloyd Ulman (Englewood Cliffs, New Jersey: Prentice-Hall, Inc., 1967), p. 166.

Gibson wrote that in 1963 Bernard Baruch advocated compulsory arbitration through a court of labor-management relations which would have jurisdiction in disputes that might jeopardize the national interest. He stated that Baruch's idea might well be applied to teacher-board disputes.¹¹⁰

Fleming said that collective bargaining problems in Michigan schools seem to be such that impasses will have to be broken by a decision made by some sort of administrative tribunal. He said that to call this decision-making process "arbitration" would be unwise because of some negative connotations to the term. He recommended that the process allow first for recommendations and then for a binding decision if the recommended solutions to the impasse are not accepted by the bargaining parties.¹¹¹

A final resolution of the problem of bargaining between teacher organizations and school boards was suggested by Lieberman who predicted in 1960 that collective bargaining in the field of education would eventually lead to bargaining at the state level between teacher organizations and state legislators. He predicted that teacher organizations

¹¹⁰Gibson, School Personnel Administrator, p. 395.

¹¹¹Robben W. Fleming, Speech delivered at the semi-annual meeting of the Michigan Association of School Boards in Ann Arbor, Michigan on March 8, 1968.

would be so strengthened by collective bargaining rights and by the ability to present a united front to many individual boards of education that they would overpower the local boards. The matter would then have to be turned over to state authorities.¹¹²

Summary. In section III of this chapter literature pertaining to the similarities and differences between collective bargaining in the private and public sectors of employment was reviewed.

It was found that the problems of public employees are similar to those of employees in private industry. They have similar economic needs and similar desires to participate in determining conditions of their own employment.

Employment in the public sector differs from that in private industry, however, when the public interest in essential government services is considered. Also, economic factors such as the effect of productivity and the market apply to private employment but not public employment.

Resolution of the impasse in collective bargaining in the public employment sector requires a procedure other than the strike which is generally illegal for public employees to use. Fact finding with recommendations is suggested by many writers and some recommend binding arbitration.

¹¹²Lieberman, Future of Public Education, pp. 163-67.

Both have advantages and neither procedure appears to be without disadvantages in some situations.

CHAPTER III

THE NORTH DEARBORN HEIGHTS TEACHER STRIKE

Data related to the strike and conflict between the North Dearborn Heights Federation of Teachers and the North Dearborn Heights Board of Education were compiled from bargaining team notes, minutes of the board of education, administrative memoranda, correspondence between parties to the dispute, the news media, special reports related to the dispute, and from structured interviews with all board members and with three members of the federation's bargaining team.

The structured interview was very important to the study. The interview schedule can be found as Appendix A at the end of this study. All interviews were recorded and transcribed to make data readily available to the researcher. Transcriptions, except as noted below, are not printed in this study because of their length.

The structured interviews with members of the federation's bargaining team, however, were given special treatment because of the adversary position of the researcher who was superintendent of the North Dearborn Heights school district during the time of the dispute. These three interview transcriptions were reviewed and approved by the persons who

were interviewed. In order to help insure the objectivity of the study and to give ample opportunity to members of the federation's bargaining team to state their positions, the three interview transcriptions are attached as appendix items B, C and D following this study.

Pre-bargaining conditions. Early in the 1966-67 school year, before bargaining on the 1967-68 contract between the North Dearborn Heights Federation of Teachers and the board of education began, labor-management relationships in North Dearborn Heights were relatively satisfactory, even though a short strike had occurred in June, 1966. In that earlier strike the question of how much time the board should devote to collective bargaining and what items should be negotiable were disputed by the parties.¹ By late summer, however, a contract between the North Dearborn Heights Federation of Teachers and the board of education had been consummated. School opened on schedule in the fall of 1966 and both teachers and administrators began to learn how to work effectively under the terms of the district's first collective bargaining agreement.

Both teachers and the management group (board members and administrators) indicated that the first contract

¹State of Michigan, Labor Mediation Board, Labor Relations Division, Trial Examiner Pisarski's Decision and Recommended Order, June 28, 1966.

was satisfactory. Several grievances were raised under that contract by the North Dearborn Heights Federation of Teachers. The first three grievances were not resolved at the lower levels in the grievance procedure and the federation demanded that they be settled by binding arbitration under the terms of the contract agreement. Later grievances were resolved at the superintendent's level in the grievance procedure as the parties gained experience in the handling of grievances. It was recognized that in the grievance procedure neither party was completely happy with the outcome of the settlements, but compromise settlements that both parties could accept were reached.

Both the teachers and the board indicated they believed that the grievance procedure was functioning in a healthy manner and that the two sides were learning to adjust to the contract agreement.

Both teachers and board members indicated that they did not expect serious difficulties in negotiating a new contract agreement for the 1967-68 school year. Exceptions were noted, however, as one board member expressed a belief held early in the year that the district had been marked by the Michigan Federation of Teachers to be tested. Another board member said that he had expected that bargaining would be bitter but that he did not expect anything more than a short token strike.

When consideration is given to the amount of progress

that had been made by the teachers and the board in working out the problems of their first contract experience in 1966-67, it is surprising that they were not able to reach agreement on a new contract for the 1967-68 school year. There were a few scars and some suspicions that could have been expected to cause some minor difficulties in negotiations between the two bargaining teams, but there was no indication that a major labor dispute was about to occur in North Dearborn Heights.

Selection of the board's bargaining team. Prior to the beginning of collective bargaining on the 1967-68 contract between the North Dearborn Heights Federation of Teachers and the board of education, the board met to appoint its bargaining team on January 11, 1967. After several proposals had been considered and rejected, it was decided that attorney Royal Targan would be named chief negotiator and that William Rogers, superintendent and John Koczman, assistant superintendent would be members of the bargaining team. The resolution did not mention whether one, two, or all three bargaining team members would be required to be present for bargaining sessions.² It had been proposed that attorney Targan be required to be present for all bargaining sessions,

² School District of North Dearborn Heights, Minutes of the Board of Education, January 11, 1967.

but that proposal was rejected by the board and the matter was left to the discretion of the bargaining team. The bargaining team was instructed to meet and bargain with the teachers' bargaining team in an attempt to reach a tentative contract agreement.

The beginning of negotiations on the 1967-68 contract. On January 16, 1967, the bargaining teams representing the teachers and the board met to open negotiations on the 1967-68 contract. The teachers' bargaining team presented its initial demands and these were discussed briefly. While there were a few totally new items in the proposal, the majority of the proposal was a continuation of, or a revision of, items in the then current 1966-67 contract. The demands presented at that time did not include a salary schedule proposal.³

During the next four months the two bargaining teams met as often as four times a week. Bargaining sessions lasted from early afternoon until at least 6:00 p.m. and, when evening schedules permitted, from 8:00 p.m. until nearly midnight.⁴

The 1966-67 contract called for fifty hours of bargaining during the school day to be matched by fifty hours

³School District of North Dearborn Heights, bargaining team notes, 1967.

⁴Ibid.

of bargaining after school. After the first one hundred hours of bargaining were completed the remaining negotiating sessions were held entirely outside the school day.⁵

By the middle of May, 1967, after approximately two hundred fifty hours of bargaining, all non-economic issues to be negotiated had been resolved. At that time it appeared that a great deal of progress had been made toward reaching a final agreement even though bargaining had been slow and difficult.

Salary schedule proposals. On May 19, 1967, after all other bargaining issues had been resolved, the North Dearborn Heights Federation of Teachers presented its salary demands to the board's bargaining team. The initial salary schedule proposal called for salaries ranging from \$7,500 to \$18,500. During the bargaining process that followed, salary proposals were exchanged as the two bargaining teams gradually moved toward agreement.⁶

After several days, however, bargaining progress slowed. The teachers' demands and the board's offers remained many dollars apart as an impasse began to develop.

As points of reference, the 1966-67 salary schedule

⁵ Contract Between the School District of North Dearborn Heights and the North Dearborn Heights Federation of Teachers, 1966-67.

⁶ School District of North Dearborn Heights, bargaining team notes, 1967.

is shown as table 1, the teacher's initial salary demand appears as table 2. For the salary positions of the two bargaining teams after several days of bargaining and as the impasse began to materialize, see tables 3 and 4.

The tentative agreement. By the first of June it was becoming evident that neither bargaining team was willing to move from its position on salaries as represented by tables 3 and 4. It began to appear that agreement on salaries and a total contract was not likely to be reached by the time that school was to close for summer vacation on June 9th.

On the 5th of June the president of the North Dearborn Heights Federation of Teachers wrote to the state mediator, who had been assigned to the dispute, and to the board bargaining team that between the dates of June 10, 1967 and August 27, 1967 the teachers' bargaining team would not be available due to prior commitments. She indicated in the letter that if the school board's bargaining team would be ready to move on the salary package on or before June 9, the federation would be happy to meet with the board.⁷

It appeared that both bargaining teams had reached

⁷Letter from Rita McGowan, President, North Dearborn Heights Federation of Teachers, June 5, 1967.

1

Table 1.--North Dearborn Heights salary schedule--1966-67

Steps	BA	BA+10	BA+20	BA+30		MA+15	MA+30
				MA	MA		
0	5600	5850	6150	6550	6950	7350	7350
1	5900	6150	6450	6850	7250	7650	7650
2	6200	6450	6750	7150	7550	7950	7950
3	6500	6750	7050	7450	7850	8250	8250
4	6800	7050	7350	7750	8150	8550	8550
5	7150	7400	7700	8100	8500	8900	8900
6	7500	7750	8050	8450	8850	9250	9250
7	7850	8100	8400	8800	9200	9600	9600
8	8250	8500	8800	9200	9600	10,000	10,000
9	8650	8900	9200	9600	10,000	10,400	10,400
10	9050	9300	9600	10,000	10,400	10,800	10,800

Note: Credit on the salary schedule is allowed for each semester hour earned beyond a degree up to a limit of thirty hours.

Table 2.--North Dearborn Heights Federation of Teachers proposed teacher salary schedule--1967-68

Steps	BA	BA+10	BA+20	BA+30		MA+15	ED.S.		Ph.D.
				MA			MA+30		
0	7500	7900	8400	9000		9900	10,800		12,600
1	8000	8400	8900	9500		10,400	11,300		13,100
2	8500	8900	9400	10,000		10,900	11,800		13,600
3	9000	9400	9900	10,500		11,400	12,300		14,100
4	9500	9900	10,400	11,000		11,900	12,800		14,600
5	10,100	10,500	11,000	11,600		12,500	13,400		15,200
6	10,700	11,100	11,600	12,200		13,100	14,000		15,800
7	11,300	11,700	12,200	12,800		13,700	14,600		16,400
8	12,000	12,400	12,900	13,500		14,400	15,300		17,100
9	12,700	13,100	13,600	14,200		15,100	16,000		17,800
10	13,400	13,800	14,300	14,900		15,800	16,700		18,500

Note: Credit on the salary schedule is allowed for each semester hour earned beyond a degree up to a limit of thirty semester hours.

Table 3.--Board of education proposed teacher salary schedule--1967-68

Steps	BA	BA+10	BA+20	BA+30 MA	MA+15	ED.S. MA+30
0	5900	6150	6450	6850	7250	7650
1	6200	6450	6750	7150	7550	7950
2	6550	6800	7100	7500	7900	8300
3	6900	7150	7450	7850	8250	8650
4	7250	7500	7800	8200	8650	9000
5	7600	7850	8150	8550	8950	9350
6	7950	8200	8500	8900	9300	9700
7	8300	8550	8850	9250	9650	10,050
8	8700	8950	9250	9650	10,050	10,450
9	9100	9350	9650	10,050	10,450	10,850
10	9500	9750	10,050	10,450	10,850	11,250

Note: Credit on the salary schedule is allowed for each semester hour earned beyond a degree up to a limit of thirty semester hours.

Table 4.--North Dearborn Heights Federation of Teachers proposed teacher salary schedule--1967-68

Steps	BA	BA+10	BA+20	MA	MA+10	MA+20	Ed. S. or MA+30	Ed.S. +10	Ed.S. +20	Ph.D.
0	5900	6150	6450	6850	7250	7650	8050	8450	8850	9250
1	6250	6500	6800	7200	7600	8000	8400	8800	9200	9600
2	6600	6850	7150	7550	7950	8350	8750	9150	9550	9950
3	6950	7200	7500	7900	8300	8700	9100	9500	9900	10,300
4	7300	7550	7850	8250	8650	9050	9450	9850	10,250	10,650
5	7750	8000	8300	8700	9100	9500	9900	10,300	10,700	11,100
6	8200	8450	8750	9150	9550	9950	10,350	10,750	11,150	11,550
7	8650	8900	9200	9600	10,000	10,400	10,800	11,200	11,600	12,000
8	9200	9450	9750	10,150	10,550	10,950	11,350	11,750	12,150	12,550
9	9750	10,000	10,300	10,700	11,100	11,500	11,900	12,300	12,700	13,100
10	10,300	10,550	10,850	11,250	11,650	12,050	12,450	12,850	13,250	13,650

Notes:

1. Credit on the salary schedule is allowed for each semester hour earned beyond a degree up to a limit of thirty semester hours.
2. Adjustment by October 1, 1967, if ranking lower than 1/4 from highest schedules as per salary survey of North Dearborn Heights Federation of Teachers of 31 other competing districts. Adjustments can also be made as soon as all the 31 districts in survey have settled the contracts.

a point where they did not feel able to make a further concession without some assurance that the other side would make a corresponding offer.

In an attempt to move toward an agreement, the mediator called the union president and the school superintendent to a private and unofficial meeting with him on June 8. At that time the union president and school superintendent were instructed that an attempt should be made by each side to bring out its best possible offer with the knowledge that if an agreement could not be reached in this manner, the offers would never be made official and neither side would lose its bargaining position.

During discussions that then took place it soon became apparent that an agreement might be possible. The difference between the salary positions of the two sides had been reduced sharply. One serious problem remained to be solved before the negotiating parties could reach an agreement, and that problem could not be entirely resolved without reference to teacher salaries in other school districts.

Each bargaining team represented another group-- teachers and the board. Neither bargaining team appeared willing to reach a salary agreement that would appear to be disadvantageous to its group when compared with salary schedules yet to be determined in other school districts in the metropolitan area. In order to cope with that problem, a basic salary schedule that the superintendent could

agree to as being financially feasible and safely in line with what other districts might be expected to pay was worked out. To protect the interests of the teachers, a clause was added that would raise teacher salaries in the event that salaries in other districts in the area would prove to be higher than those in North Dearborn Heights. According to the clause, North Dearborn Heights would rank no lower in salary than 13th in a group of 32 selected comparable school districts.⁸

When the above salary schedule arrangements had been worked out by the union president and the school superintendent with the assistance of the mediator, the mediator reminded the others that the salary proposal was still unofficial and that it would remain so until approved by the two bargaining teams. The union president was instructed to meet with members of her bargaining team to determine whether or not they would accept the salary proposal as it existed. The superintendent was instructed to contact bargaining team members and board members for the same purpose. A meeting of the two bargaining teams was scheduled for the afternoon of Monday, June 12, for the purpose of officially offering and approving the salary proposal, but only if there were no objections from the parties on either side.

⁸School District of North Dearborn Heights, bargaining team notes, 1967.



For a summary of the tentative salary schedule agreement, see table 5.

Rejection of the tentative contract agreement. Following their unofficial meeting with the mediator, the union president and the superintendent contacted their appropriate parties to inform them concerning the unofficial agreement that had been reached. The union bargaining team accepted the arrangement and gave every indication of being satisfied with it.

On the morning following the unofficial meeting which had resulted in a tentative agreement, the superintendent called six of the seven board members. The seventh member was out of town and could not be contacted. The proposed salary schedule and the ranking clause were reviewed in each of the telephone conversations. In each case it was pointed out by the superintendent that a copy of the salary schedule, ranking clause and other pertinent information would be delivered to the board member's home that afternoon along with the regular packet of information sent to each board member every Friday. It was also pointed out that the salary proposal was not yet officially on the bargaining table and that it would not be placed there if there were any objections to it on the part of board members. Board members were urged to report any objections to the salary proposal to the superintendent before noon the following Monday. A note included in the materials sent to the

Table 5.---Tentatively approved 1967-68 salary schedule

Years Exp.	BA	BA+10	BA+20	Ed.S.			Ed.S+10
				BA+30 MA	MA+10	MA+20	
0	5850	6100	6400	6800	7200	7600	8400
1	6150	6400	6700	7100	7500	7900	8700
2	6450	6700	7000	7400	7800	8200	9000
3	6750	7000	7300	7700	8100	8500	9300
4	7150	7400	7700	8100	8500	8900	9700
5	7550	7800	8100	8500	8900	9300	10,100
6	7950	8200	8500	8900	9300	9700	10,500
7	8350	8600	8900	9300	9700	10,100	10,900
8	8850	9100	9400	9800	10,200	10,600	11,400
9	9350	9600	9900	10,300	10,700	11,100	11,900
10	9850	10,100	10,400	10,800	11,200	11,600	12,600

Note: Salaries to be increased if necessary to maintain a rank position of 13th among a selected group of 32 comparable school districts.

board members' homes Friday afternoon repeated the request that objections to the salary schedule, if any, be reported to the superintendent by noon on Monday, June 12, in which case the salary proposal would not be officially offered at the bargaining table.

On the morning of June 12, one board member called to express concern over the recognition in the schedule of credits earned beyond the Specialist in Education degree level, but he indicated that his objection was not strong and that he would support the proposed salary schedule. No other board member expressed any concern, so the board bargaining team (at this time not including attorney Targan who was out of town) proceeded to place the salary proposal on the bargaining table that afternoon.

The completion of details relative to the total contract took a short time, and by the end of the afternoon of June 12 a tentative contract agreement had been finalized. The tentative contract agreement was to cover a two year period except for economic items which were to be renegotiated after a one year period. Both bargaining teams expressed happiness that the agreement had been reached at an early date.

That evening at a scheduled board meeting, however, opposition to the contract began to develop. One board member expressed dissatisfaction with the proposed salary schedule in very strong terms and some of the others indicated

concern over the ranking clause. They indicated that it would probably result in higher salary costs that could not be determined until other districts reached their salary agreements. Other board members felt that the district would pay competitive salaries and that salaries would be about the same under the ranking clause as they would be if the district would wait until a clearer picture of salary conditions in the area would be available before bargaining a salary schedule.

The board decided not to act on the proposed contract that night because the members wanted to have complete copies of the entire contract available to study and these were still being prepared.

A week later, on Monday, June 19, the board met again in a special meeting to consider the proposed contract on an item by item basis. After studying most of the non-economic items the meeting was adjourned until the following evening. The adjourned meeting was reconvened on the evening of June 20 and study on the contract was continued. Finally, after midnight, a resolution to reject the contract was approved unanimously by the board, primarily because of the structure of the salary schedule.⁹

⁹ School District of North Dearborn Heights, Minutes of the Board of Education, June 20, 1967.

3

An unofficial poll of board members taken at that time indicated that four were opposed to the ranking clauses and three were not. Five board members indicated that they wanted to reject the proposed contract while two indicated that they did not want to do so even though they had voted publicly with the majority in order to make the action unanimous.

The board's action in rejecting the proposed contract caused a reaction of shock and anger on the part of the teachers' bargaining team members. Bargaining was broken off for the summer in accordance with the union's previous position and letter to that effect.

There was an attempt on the part of one board member to bring about a reconsideration of the board's action, but that board member was not able to attend the next meeting and no resolution for reconsideration was proposed.

The unfair labor practice charge. On June 30, 1967, the federation filed charges that the board's bargaining team was not given adequate authority to bargain and that the board had withdrawn and revoked agreements reached in collective bargaining which it had approved in conversations with its bargaining team.¹⁰

At the commencement of the hearing on August 15, 1967,

¹⁰State of Michigan, Labor Mediation Board, Labor Relations Division, Trial Examiner McCormick's Decision and Recommended Order, August 23, 1967.

the school district filed an answer to the charges. The district's statement indicated that the board had appointed a negotiating team to seek solutions to the union's demands subject to ratification by the board of education convening in a manner properly prescribed by law, and that the federation's bargaining team had been advised at the beginning of negotiations and at several times later that the solutions negotiated to the demands of the union would be submitted to the board for its sole and exclusive evaluation. The board had, according to the statement, convened in a manner prescribed by law and had exercised its right to evaluate the entire proposed contract as it had been negotiated and had voted not to ratify the proposed contract as submitted.¹¹

On August 23, 1967 the trial examiner issued his decision and recommended order in the above case. In his findings of fact, he reconstructed the facts of the bargaining procedures up to and including the board's rejection of the proposed contract. He concluded that the federation had urged two seemingly inconsistent theories at first. They were: (a) that the board's team was not given adequate authority to conduct bargaining, and (b) that the board reneged on a binding salary agreement made by its team acting

¹¹Ibid.

with full authority from the board. The federation had withdrawn its first charge during the course of the hearing.

The trial examiner found that the board can not be bound by informal statements made outside a formal session and that the board members had not given any meaningful approval to the complex contents of a salary schedule through telephone conversations with the superintendent.

According to the trial examiner, efforts of the superintendent to bring about an agreement might have misled the federation team concerning the views of board members, but not to the point of violating the school district's obligation to bargain in good faith.

The trial examiner recommended that the Labor Mediation Board issue an order dismissing the charges and complaint in their entirety.¹² That order was issued on October 17, 1967.¹³

Final negotiations before the strike. During the summer of 1967 no negotiations were scheduled to take place until August 28. As already indicated, a letter from the union bargaining team to that effect had been received by the board bargaining team and the mediator. Attempts on

¹²Ibid.

¹³State of Michigan, Labor Mediation Board, Labor Relations Division, Decision and Order, October 17, 1967.

the part of the board team to schedule bargaining sessions were unsuccessful. On August 25 a call from the mediator was received by the superintendent, informing him that the trial examiner's decision and recommended order had been favorable to the board and that the president of the North Dearborn Heights Federation of Teachers was now refusing to begin negotiations again on August 28 unless the full board of education would be present.

The reason given for the demand that the board be present was that by rejecting the proposed contract in June, the board had proved that its negotiating team was without authority to reach an agreement with the teachers. The teachers, therefore, would bargain only while the board was present in order to avoid a possible second rejection of a tentative agreement.

At its regular meeting on the evening of August 28 the board indicated to its team that it would be impossible for all members to be present for negotiations because of their own employment responsibilities. They agreed, however, that one or two members would be able to be present if that would help get negotiations under way again.

A letter was sent to the local federation president the next morning advising her that every effort would be made to have the board represented by some of its members at bargaining meetings and that the board would meet as soon

as it possibly could to ratify a contract agreement.¹⁴ A salary proposal was included with the letter to the union president (see table 6).

On August 31 negotiations began again, but not until the superintendent gave a signed statement to the teachers' bargaining team that one or preferably two board members would be present for negotiations, and that the board president had already called for a special meeting on September 3 to consider a contract agreement if one should be ready for board action.

The teachers' new salary proposal was then presented (see table 7). It represented significantly increased salary demands and retained the ranking clause which had been the basic cause of the board's earlier contract rejection.

With the presentation of these new demands an impasse again materialized. A meeting was called by the State Labor Mediation Board in its Detroit offices for Monday, September 4, 1967 (Labor Day). That meeting ended at about 6:00 P.M. with an offer on the part of the teachers to return to the salary schedule that had been negotiated by the teams and rejected by the board in June (table 5) and to change the ranking clause from thirteenth position among the thirty-two

¹⁴Letter from William Rogers, Superintendent, School District of North Dearborn Heights, August 29, 1967.

Table 6.--Board of education proposed teacher salary schedule--1967-68

Years Exp.	BA	BA+10	BA+20	BA+30		MA+15	MA+30	Ed.S.
				BA	MA			
0	6000	6250	6550	6950	7350	7750	8150	
1	6300	6550	6850	7250	7650	8050	8450	
2	6600	6850	7150	7550	7950	8350	8750	
3	6900	7150	7450	7850	8250	8650	9050	
4	7200	7450	7750	8150	8550	8950	9350	
5	7550	7800	8100	8500	8900	9300	9700	
6	7900	8150	8450	8850	9250	9650	10,050	
7	8250	8500	8800	9200	9600	10,000	10,400	
8	8650	8900	9200	9600	10,000	10,400	10,800	
9	9050	9300	9600	10,000	10,400	10,800	11,200	
10		9700	10,000	10,400	10,800	11,200	11,600	
11				10,800	11,200	11,600	12,000	
12						12,000	12,400	
13						12,800	13,200	

Note: Reimbursement for semester hours to be paid in blocks as indicated above.
Other fringe benefits or economic provisions will remain the same as bargained.

Table 7.--North Dearborn Heights Federation of Teachers proposed teacher salary schedule--1967-68

Steps	BA	BA+10	BA+20	MA	MA+10	MA+20	ED.S.		Ph.D.
							MA+30	MA+30	
0	6550	6800	7100	7500	7900	8300	8700	9700	
1	6900	7150	7450	7850	8250	8650	9050	10,250	
2	7250	7500	7800	8200	8600	9000	9400	10,600	
3	7600	7850	8150	8550	8950	9350	9750	10,950	
4	7950	8200	8500	8900	9300	9700	10,100	11,300	
5	8350	8600	8900	9300	9700	10,100	10,500	11,700	
6	8750	9000	9300	9700	10,100	10,500	10,900	12,100	
7	9150	9400	9700	10,100	10,500	10,900	11,300	12,500	
8	9650	9900	10,200	10,600	11,000	11,400	11,800	13,000	
9	10,150	10,400	10,700	11,100	11,500	11,900	12,300	13,500	
10	10,650	10,900	11,200	11,600	12,000	12,400	12,800	14,000	

Note: Ranking-adjustment to correspond to the ranking no less than that of 1966-67 according to 13th position among the 31 competing districts.

districts to sixteenth position.¹⁵ A board meeting was already scheduled for 8:00 P.M. to consider any last minute contract proposals that might be made.

At the board meeting that evening the board's bargaining team urged that the union proposal including the sixteenth position ranking clause be accepted. The board, however, refused to accept the sixteenth or any other ranking position on the basis that the cost of any ranking clause could not be determined in advance and the board did not want to have its expenditures budget set by any outside influences beyond its control.

Both the teachers' bargaining team and the board and its bargaining team were warned by the mediator of the consequences of the strike that was threatened on the following morning; and finally, after midnight, the meeting ended with a strike scheduled for the following morning when school was to open.

On Tuesday, September 5, 1967, school was scheduled to open in North Dearborn Heights. The board and its administrators had been warned that a strike would take place, but plans were made to open school as usual, in case there would be a change in thinking or strategy on the part of the

¹⁵ School District of North Dearborn Heights, bargaining team notes, 1967.

union. A teachers' orientation meeting was planned for the morning of September 5, and the enrollment of students was scheduled that afternoon.

Only twenty-five teachers of a total of one hundred fifteen reported to the morning teachers' meeting, and it became certain then that a strike was taking place. No pickets appeared at that time, however, and no one interfered with those teachers who came to school to begin teaching.

The superintendent directed that students be enrolled as scheduled, by administrators with the assistance of any of the teachers who would remain for the afternoon session. The teachers and students were informed in the afternoon that school would be closed on Wednesday, September 6, and until further notice, because of the strike.

As the strike began in North Dearborn Heights there was little to distinguish it from strikes that existed in more than forty other Michigan school districts at that time. There appeared to be no thought that an agreement would not eventually be reached.

During the first few days of the strike no further negotiations took place. No bargaining meeting was called by the mediator during the first week of the strike and none was officially requested by either the board or the teachers. The board was reluctant to hold negotiating meetings until the teachers were back on the job because

of a position recommended by the Wayne County School Board Association. That position was that a board of education should not recognize an illegal strike by negotiating with employees who were illegally striking. At the same time the teachers were refusing to come back to work without a contract agreement. It was obvious that something would have to be done to break down the impasse on whether or not to bargain if any progress was to be made.

Following its regularly scheduled meeting on September 11, the board offered a guarantee to the teachers that any benefits to be won by future negotiations would be made retroactive and that teachers could come back to work without loss of pay if they would do so at once.¹⁶ That proposal was rejected by the teachers with the explanation that they would not work without a contract, and the stalemate continued.

The injunction. During the second week of the strike the board of education instructed its attorney to seek an injunction to send the teachers back to their classrooms. It was recognized by the board that the injunction would not solve any of the bargaining problems facing the district. Board members indicated their hopes, however, that in addition to allowing the children to be back in

¹⁶Letter from William Rogers, Superintendent, School District of North Dearborn Heights, to all district teachers, September 13, 1967.

school the injunction would pave the way for fruitful negotiations. They said this could be done by ending the strike and by allowing the two bargaining teams to meet unhampered by the position of the board which was one of opposition to negotiations during an illegal strike.

At this time the board decided that it had inadvertently locked out those teachers who were willing to work by closing school to both teachers and pupils as the result of the strike. Accordingly, teachers were informed that any of them who wished to do so could come back to work and that the board would also seek an injunction to bring teachers back to work.

A request for an injunction was filed by the board's attorney on Friday, September 15, and the case came to court on Monday, September 18. Instead of proceeding with testimony the judge attempted to mediate the dispute in an effort to reach an agreement. As a result of his efforts the two bargaining teams were able to reach essential agreement on a salary schedule and it appeared to some of the parties to the dispute that a contract agreement was very close. By this time, however, the federation had decided not to accept a contract for longer than a one year period and the board was intent on avoiding a strike again in the near future and would accept nothing less than a two year contract. When the impasse continued on into the late afternoon the court was called to order and a temporary restraining order

was issued sending the teachers back to their classrooms.¹⁷

Teacher resignation. As soon as the court was dismissed and the judge had left the bench, the attorney for the federation approached the secretary of the board of education, and handed him a large envelope containing the written resignations of eighty teachers. Later that evening the board met in its offices to consider the resignations and their significance to the district. It was decided that no hasty action should be taken. The board wanted to give careful study to all possible alternatives. The possibility of accepting the resignations was considered briefly. A meeting was called for the following evening, Tuesday, September 19, for the purpose of considering the resignations and other related questions.

On Tuesday morning, negotiations between the attorneys for the two parties to the dispute resumed in the board offices. The superintendent and the board attorney discussed the possibility of opening school without the services of those teachers who had resigned. The superintendent commented that although it would be difficult, it could be done. It was recognized that if the school could operate without the striking teachers the bargaining position of

¹⁷Circuit Court for the County of Wayne, Order for Injunction, John M. Wise, Circuit Judge, September 18, 1967.

the board would be greatly enhanced.

This approach to the problem of the teacher resignations was then suggested to the attorney for the federation. From his reaction it appeared to be a very effective bargaining point for the board team, and although no progress was made in negotiations that day, the matter was related to the board that evening when it met to consider the resignations.

The board agreed that the ability to open and operate the schools would at least put it in a better bargaining position. Further, since the strike had continued on into its third week and there was no indication that it might end soon, the board was anxious to do something to get the children back in school at least on a part time basis. The superintendent was asked if he could get the schools back in operation. He answered that it could be done on a half time basis with the cooperation of the thirty-five teachers who did not resign and with the assistance of available substitute teachers. The board then ordered the schools to be opened on Thursday morning, September 21.

Resignations of seventy-nine teachers (one had been withdrawn) were then accepted by official board action.¹⁸

¹⁸School District of North Dearborn Heights, Minutes of the Board of Education, September 19, 1967.

This action was taken to allow new teachers to be hired to replace those who had resigned. The board made it known that so long as there were vacancies available those teachers who had resigned were welcome to return to their former positions.

The opening of school. On Thursday, September 21, the schools in North Dearborn Heights opened for the second time in the 1967-68 school year. They had been closed since enrollment day which was September 5. Thirty-five teachers who had not resigned were on hand as were twenty-five substitute teachers. The total staff of sixty teachers was approximately one-half as large as the district's regular teaching staff of one hundred fifteen. In order to keep pupil-teacher ratios at a normal level, children were assigned to classes on a half day basis. All high school students attended classes in the morning and junior high school students came to school in the afternoon. Children in elementary grades were assigned by their building principals to either morning or afternoon classes. No kindergarten classes were held during the first week of school.

Teachers taught both morning and afternoon classes, thereby doubling their class loads without increasing the number of students per teacher at any given time.

At first there was no picketing, but rumors began to circulate through the district indicating that a major effort would be made to prevent teachers and students from

entering school on Friday, September 29. That day was the official count day on which state financial aid to school districts was based (state aid in Michigan is based on the number of students enrolled--not in attendance--on the fourth Friday after Labor Day each year).

As expected, there was a picket line at Riverside High School on the morning of September 29. Some violence flared as pickets shouted at teachers and students who arrived at school that day. Cars were slowed and stopped as they approached the school parking lot. Some pickets beat on cars with their fists and with picket signs as the cars entered the parking lot. A massive traffic jam occurred on Warren Avenue in front of the school as cars were delayed in moving from the street to the parking lot.¹⁹

In other incidents later on, one non-striking teacher reported an automobile engine ruined by sugar being added to the fuel tank, and another teacher reported that her car had been spray painted with a can of yellow paint one night. These latter two incidents were presumed to be the result of the labor strife but there was no proof to that effect.

Other teachers, administrators, and board members received harrassing telephone calls during the night, and one substitute teacher reported that her baby had been

¹⁹ Dearborn Guide, October 5, 1967.

threatened as the result of her teaching in Riverside High School.

Meanwhile, efforts to recruit teachers were meeting success. While the district was drawing attention throughout the state because of its labor difficulties, it was receiving many job applications from prospective teachers. Many of these applications were from poorly qualified persons who were evidently hoping to take advantage of the situation to find employment. Some applicants were well qualified teachers who reported that they were anxious to help the district through its difficult problems. By the 29th of September twelve teachers had been screened by administrators and were recommended for full time employment in the district. Some of them had been working temporarily on a substitute basis pending the checking of their teaching certificates and other teaching credentials. It was apparent that if they were to be officially hired by the board, the problem of reaching a contract agreement with the striking teachers would be greatly magnified, so the matter was delayed over the weekend by the superintendent pending negotiations that weekend and the board meeting on the following Monday.

The fact finder's report. On September 14, 1967, the North Dearborn Heights Federation of Teachers requested fact finding in the dispute. A fact finder was appointed to the case that same day and a fact finding hearing began

on September 19. Fact finding hearings included only a part of the teachers' testimony and no testimony at all from the board's bargaining team. Instead of continuing the fact finding procedure, the fact finder began to mediate the dispute in an effort to reach an agreement between the teachers and the board. Two further meetings were attended by the fact finder on September 22 and 23, but no attempt was made to continue the hearings. Instead, efforts were made again to mediate the dispute. On September 23, the fact finder was joined by the mayor of Dearborn Heights who had been invited to the meeting, and together they tried to help the parties resolve their differences.

After failing to find any progress toward reaching an agreement, the fact finder issued his report. He stated that only the school calendar and its salary implications for teachers who had been on strike and had then resigned stood in the way of an agreement. The school calendar would determine whether or not the striking teachers would be able to put in a full year's work and receive a full year's pay. The fact finder pointed out that schools had been open only on a half time basis, and that the teaching staff of only 65 teachers, some of whom were substitutes, was inadequate. He also indicated that the parties had agreed to a total salary schedule improvement cost during mediation in the judge's chambers, and that agreement on details of the salary schedule would not be difficult.

The fact finder then presented a recommendation that the school year be extended to allow the teachers who had resigned the opportunity to work a full year and receive full salary for the year's work. While he did not mention the rehiring of teachers, it was implicit in the recommendation that they should be rehired by the board. It was also assumed according to the report that once the calendar issue would be settled all other matters could be settled easily.²⁰

The fact finder's recommendations were accepted by the teachers but rejected by the board because the board felt that the report was unfair and incomplete.

Negotiations under mediation by the State Labor Mediation Board Members. On the night of September 28, 1967, what turned out to be the most critically important bargaining session of the North Dearborn Heights labor dispute took place. The negotiations were held in the State Labor Mediation Board offices and two members of the State Labor Mediation Board joined the state mediator in an effort to help the disputing parties reach an agreement. Only once before in Michigan State Labor Mediation Board history had members become actively involved in trying to settle a dispute.²¹

²⁰State of Michigan, Labor Mediation Board, Report of Fact Finder Leon J. Herman, September 23, 1967.

²¹Detroit News, September 28, 1967.

In addition to the two bargaining teams, the board of education was present, as were two attorneys (one of them a state senator) for the teachers.

Early in the bargaining session compromise agreements were reached on two issues that had developed as a result of the strike. One issue was the assignment and transfer of teachers concerning which it was agreed that if the superintendent's decision relative to an assignment or transfer was not satisfactory to the teacher or teachers, the matter would be referred to the Wayne County Intermediate School Office for final determination. The other issue involved procedures used in calling substitute teachers. In this matter each regularly employed teacher was given the right to name one person who would be called first as a substitute teacher when the regular teacher would not be present.

Other issues remaining included the salary schedule, the rehiring of teachers who had resigned, and the school calendar for 1967-68, which involved a determination of whether or not teachers who had been on strike would be able to earn a full year's salary.

The two sides had already neared agreement on the salary schedule. During mediation in court they had agreed on a schedule that called for an improvement of \$80,120 for the total teaching staff in addition to regular increments and fringe benefits. There were differences in the

interpretation and structure of the salary schedule, but the total cost was no longer a matter of dispute.

During negotiations that night, the board and its bargaining team originally took the position that twelve new teachers had been hired and that it would not be possible to rehire that number from among those who had resigned. When asked whom the board did not intend to rehire, no answer was given. The board was not sure who would be available to fill vacancies and did not want to name any individual who might possibly be available for reemployment through transfer from a former assignment that was filled to a new assignment that was vacant.

The teachers maintained a constant position in this dispute that all teachers who had resigned must be reemployed if any settlement were to be reached.

In the dispute over the school calendar it was the board's position that the school year could not be extended to provide a full year of employment for teachers who had been on strike because of the costs involved. The board reasoned that if the school year were to be extended, the cost of the year's operation would be increased by the amount that had already been spent in operating the schools for a two week period. The teachers were willing to work a normal number of days to earn a full salary, but they were unwilling to accept anything less than a full year's salary and thus

lose the benefits of their efforts to improve their salaries.

After several hours of discussions in which the attorneys met with the mediators and in which the mediators met separately with each side in the dispute, the board presented a final offer to the teachers by way of the mediators. That offer included the following points.

1. Salary schedule improvement amounting to \$80,120 (already agreed to by both parties).

2. A salary schedule structure as proposed by the board (not yet agreed to by the federation).

3. Within that schedule, greater salary improvement for those teachers having a master's degree than those with a bachelor's degree and thirty additional semester hours of credit (not yet agreed to by the federation).

4. A two year contract with a wage reopener for the second year. If a salary schedule for the second year could not be reached by the two parties the matter would be settled by arbitration (already agreed to by both parties).

5. A revised assignment and transfer policy (already agreed to by both parties).

6. A revised substitute calling procedure (already agreed to by both parties).

7. The board would rehire all teachers upon receipt of individual applications to nullify the individual resignations (not previously offered).

8. The school calendar would not be extended but striking teachers would be paid the equivalent of 25% of salary for the fourteen working days lost to that date (not previously offered).

9. The above points were offered only as a complete package.²²

Upon receiving that offer the mediators went to the teachers to discuss the matter with them. Since this was recognized by the mediators as a final offer by the board and one that the board would not be willing to negotiate further, the mediators were not able to present it as they would a normal counter offer which would be open to further negotiation by the federation. Instead, it was presented in the manner of a question as "If we can get the board to rehire all teachers will you accept the following conditions . . . ," and the remaining conditions were repeated. Members of the teachers' bargaining team reported later that they did not understand that the board had actually offered to rehire all teachers who had resigned. The proposal as presented to the teachers by the mediators was refused, apparently because it was not understood.

The replacement of striking teachers. Upon hearing that its final offer had been refused, the board instructed

²² School District of North Dearborn Heights, bargaining team notes, 1967.

the superintendent to present the employment applications of the twelve new teachers to the board for official action at the board meeting on the following Monday (October 2, 1967). At that point it was evident that agreement between the teachers' bargaining agent and the board of education would be almost impossible to achieve.

A week later the board's proposal was accepted by the teachers, but by that time the board had already hired the twelve new teachers and could no longer reinstate all former teachers to their positions.

The investigation by the Department of Education.

On October 2, a four member investigating team was sent by the superintendent of the Michigan Department of Education to the North Dearborn Heights School District. The investigating team arrived unannounced, met briefly with the school superintendent and then spent most of the day inspecting the schools.

Following the investigation, a press release was issued and a telegram was sent to the North Dearborn Heights Board of Education by the superintendent of the Department of Education. The press release and telegram indicated that the investigation resulted from telephone calls and telegrams received by the superintendent of the Department of Education. It referred to a report of the investigation and listed "grave deficiencies." These included a greatly curtailed elementary school program, the lack of continuity

of teachers in elementary classes, the questioned use of substitute teachers if fully qualified teachers were available to the district, and the elimination of some twelve high school courses. The board of education was urged to take every step necessary to remedy conditions which existed and to provide the type of education children of the community needed and deserved.²³

The return to normalcy. As the school district began to return to a normal school operation aided by the employment of new teachers, classes gradually were opened for full time scheduling. High school students returned to full time class sessions on September 29, and junior high school students resumed full day schedules on October 6. Under the full time schedules, however, there were still some classes such as physical education and some shop classes that were not offered. Students who were scheduled for these classes were sent to study halls or were assigned to other classes.

Elementary school pupils returned to full day schedules as soon as individual teachers were employed rather than on any one particular day. The last elementary class to return to a full day schedule did so on November 6, 1967.

²³Telegram from Dr. Ira Polley, Superintendent, Michigan Department of Education, October 5, 1967.

By early November a visitor to the schools who had not heard of the labor difficulties the school had gone through would not have noticed anything unusual about the school or its instructional programs.²⁴

The Association of Professional Teachers. On October 10, 1967 the board of education received a telegram to the effect that a new bargaining agent had been selected by the teachers of the school district to represent them in negotiations with the board. The new bargaining agent was an independent organization called the Association of Professional Teachers. The new bargaining agent presented signatures of over 50% of the district's teachers at the board meeting on October 11, 1967 as proof of its right to negotiate with the board. After checking with the State Labor Mediation Board as to its legal obligations to the new bargaining agent, the board officially recognized the Association of Professional Teachers and instructed its bargaining team to enter into negotiations with representatives of the new organization. Negotiations began at once. A contract was completed by the bargaining teams and was ratified by the board on November 22, 1968.²⁵ The salary schedule included in that agreement appears in table 8.

²⁴Dearborn Press, November 16, 1967.

²⁵Dearborn Heights Leader, November 30, 1967.

Table 8.--School District of North Dearborn Heights 1967-68 teachers salary schedule

Years Experience	BA	BA+30	MA	MA+30
0	6200	7100	7200	8100
1	6500	7400	7500	8400
2	6800	7700	7825	8725
3	7150	8050	8200	9100
4	7500	8400	8575	9475
5	7850	8750	8950	9850
6	8250	9150	9375	10,275
7	8650	9550	9800	10,700
8	9050	9950	10,225	11,125
9	9450	10,350	10,650	11,550
10	9875	10,775	11,075	11,975

Note: An additional \$30.00 will be paid for each semester hour beyond the BA or MA degree to a maximum of 30 hours.

The dissolution of the North Dearborn Heights Federation of Teachers. Meanwhile, the teachers who had resigned and had not returned to the district realized that the district was going to be able to keep its schools open by hiring new teachers. An ultimatum was sent to the board on October 12, warning the board that unless all resigned teachers were rehired by October 14 they would take positions that had been arranged for them in other school districts.²⁶ The board did not respond to the ultimatum and the remaining teachers voted to dissolve the North Dearborn Heights Federation of Teachers. It was reported in the Detroit News that this was the first time in Michigan history that a public employee's bargaining unit had failed to survive a contract dispute with a governmental agency.²⁷

Attempts to dissolve the school district. On October 16, 1967, petitions were turned over to the superintendent of the Michigan Department of Education declaring that an emergency existed in the School District of North Dearborn Heights and calling upon the State Board of Education to reorganize the district under the provisions of Public Act 239 of 1967. The petitions were signed by three hundred seventy-eight persons, more than five per cent of

²⁶Telegram from North Dearborn Heights Federation of Teachers Bargaining Team, October 12, 1967.

²⁷Detroit News, October 18, 1967.

the registered voters of the district.²⁸ Under the law an investigation and decision relative to the existence of an emergency and the need to reorganize the district was thus required.

Beginning with the verification of signatures on October 21, and continuing through most of November, an investigation was made in the district by members of the Department of Education.

School buildings in the district were found to be fairly new, well maintained, and adequate for educational purposes according to a report issued on December 21 by the Department of Education. The financial structure was found to be sound with a general fund equity of \$126,000 projected for the end of the fiscal year.

The staff was found to consist of one hundred thirteen certificated employees. Of these ninety-two were full time contracted employees. There were twenty-one full time substitute teachers, at least fifteen of whom had degrees. One substitute teacher had a sixty day teaching permit, fourteen had ninety day teaching permits, one had a full year special permit, three held life certificates and two had secondary provisional certificates.

²⁸State of Michigan, Department of Education, Study by the State Reorganization Committee, December 21, 1967.

The schools were evaluated as to their instructional programs. They were found to be quite typical of suburban schools. Course offerings were inclined to be conservative although a building program then under way at Riverside High School gave promise of a more comprehensive educational program. Educational offerings were found to be commensurate with those in other Michigan schools.²⁹

A hearing was held on January 4, 1968, at which time the citizens of the district were given the opportunity to voice their opinions concerning the existence of an emergency in the district. Most of those who spoke indicated a belief that no emergency existed. A number of persons called for a merger of the district with other school districts, if not through the emergency procedure of Act 239, then through some other method.

On January 11, 1968, the State Reorganization Committee met as required by Act 239 to review the report on the North Dearborn Heights District and the transcript of the hearing concerning the existence of an emergency condition. The committee unanimously voted that no emergency requiring the immediate reorganization of the district existed.³⁰ The matter was then ended as no action on the

²⁹Ibid.

³⁰Letter from Roger Boline, Secretary, State Reorganization Committee.

part of the State Board of Education was called for by the act after such a finding by the State Reorganization Committee.

The decision of the State Reorganization Committee was the final important hurdle the school district had to cross in its effort to survive the teachers' strike. In what had literally become a life and death struggle between the school district and the teachers' union, the school district had apparently won because it still existed and the teachers' union did not.

Summary. In this chapter data relative to the conflict surrounding the North Dearborn Heights teachers' strike in the fall of 1967 was reviewed.

Following lengthy contract negotiations that spring a tentative agreement was rejected by the board of education in June. When agreement still had not been reached by September 5, when school was scheduled to open, the strike began.

In an attempt to open school the board sought and was granted a court injunction, sending the striking teachers back to work. Rather than be subjected to the court order, however, eighty of the teachers chose to submit their resignations. These resignations were then accepted by the board and school was ordered opened. Other teachers were hired to replace those who had resigned.

When agreement between the union and the board could not be reached, and when it appeared that the schools would remain open, the union was dissolved and teachers who had resigned took positions in other school districts. Attempts to dissolve the school district failed, and the district returned to an essentially normal school program.

CHAPTER IV

ANALYSIS OF DATA

Chapter four of this study contains an analysis of data relating to the North Dearborn Heights teachers' strike. Data was drawn from literature relating to collective bargaining and strikes in public employment, and especially in the public schools, from records of events in North Dearborn Heights, and from structured interviews with members of the federation's bargaining team and the board of education. In this chapter emphasis was placed on the consideration of decision making processes in an attempt to identify concepts that would be helpful to teachers and boards of education in avoiding similar problems in the future.

Authority of the board's bargaining team. One of the differences between collective bargaining in the private and public sectors involved the extent of authority vested in the group negotiating for management to make binding agreements at the bargaining table. Generally, those who negotiated for management in the public sector tended to have less authority to make binding agreements than did those who bargained in the private sector.

It was clear that in North Dearborn Heights the employee and management groups had contrasting conceptions

of the extent of authority that should be vested in the board's bargaining team.

Members of the federation's bargaining team appeared to be basing their thoughts and actions on the traditional collective bargaining model borrowed from industry. They indicated that they considered it appropriate for the management team to make firm commitments at the bargaining table.

The board of education, on the other hand appeared to base its thoughts and actions on its past experiences and traditions. The board indicated that it would and should assume ultimate responsibility in negotiations through its right to review and either accept or reject the results of its bargaining team's efforts.

The board members all indicated that they believed that the board's team had sufficient authority to negotiate a contract agreement with the teachers' union. They all maintained the board's right and obligation to make a final decision on any proposed contract.

The positions of the teachers and the board relative to the authority of the board's bargaining team can be summarized as follows: the teachers maintained that the board's bargaining team should have the authority to make firm commitments and that it did not have that authority, while the board maintained that its team had adequate authority to

bargain but that the team could not commit the board to a firm agreement.

As the result of the contrasting positions of the teachers and the board relative to the board's team and its authority, the teachers were reluctant to bargain with the board's team, especially after the board's rejection of the tentative agreement. The federation's bargaining team did not want to make concessions in the "give and take" of collective bargaining, because it feared that corresponding gains for the union agreed to by the board's bargaining team would be rejected by the board.

Following the board's rejection of the proposed contract in June, 1967, it was evident that for all practical purposes the board's bargaining team could function only as a figurehead. The teachers would no longer accept a proposal from the board's team without some evidence of the board's willingness to support that proposal. Likewise, the board's team was forced to get approval from the board of any proposals it made in order to prevent a repetition of the contract rejection. Even though the board's right to reject the contract proposal agreed to by its bargaining team had been upheld in the unfair labor practice decision, a practical effect of the board's action was to reduce the effectiveness of its bargaining team.

The problem of the authority of a bargaining team to make binding agreements in negotiations in the public

sector was well illustrated in North Dearborn Heights. It is a problem that resulted from applying collective bargaining in the industrial framework to the public sector of employee relations without appropriate adaptations. It would appear that a board of education should make every effort to give its bargaining team authority to make binding agreements in collective bargaining sessions. Two possible methods of reconciling the granting of such authority with the board's responsibilities as elected officials to make decisions would be (1) for board members to serve on the bargaining team or, if that is impossible, (2) to establish certain limits beyond which its team could not bargain without further authority from the board, and then to accept agreements reached by its bargaining team within those limitations.

Consequences of the rejection of the proposed contract. When the board of education began to be concerned by provisions of the proposed contract agreement it was faced by several serious problems. One was the fact that a proposed contract including a new salary schedule had been agreed to by the board's bargaining team. Further, board members had been contacted by the superintendent and had either indicated approval of the salary schedule or had failed to notify the superintendent of any objections to the salary schedule before the matter was agreed to at the bargaining table.

To reject the proposed contract would be a difficult act from a political point of view. It would be a move that could be expected to alienate at least some of the teachers. It would also be an act that could not easily be defended in view of the advice of the board's bargaining team.

In spite of these problems the opinion expressed at first by one or two board members that a ranking clause should not be accepted began to be shared by other board members. That opinion held that the board should not commit itself to a salary schedule that could vary in cost because of salaries being paid in other school districts. Administrators argued that the district would be forced to pay salaries that would maintain the district's position in the job market anyway, and that to put such a factor in the salary schedule to eliminate future bargaining would be advantageous to the district. The board decided, however, that it could not be bound by salary conditions as they existed in other districts. Board members indicated that it was for that reason that the board decided to reject the proposed contract.

It is impossible to fully evaluate the wisdom of the board's decision to reject the contract proposal since that decision was based on a long range view of the district's financial abilities. Sufficient time has not elapsed to make such a judgment. Based on the experiences of the

district immediately following that action, however, it appears that the board's action was costly both in terms of salary schedule costs and in terms of the disruption of educational services for children.

The basic salary schedule improvements agreed to by the two bargaining teams would have cost approximately \$67,000, assuming that the same staff would have returned for the 1967-68 school year. This cost of salary schedule improvement was in addition to all fringe benefits and regular increments based on teaching experience. The clause that would have raised the salary schedule further if necessary to maintain a ranking position of thirteenth among thirty-two comparable school districts would have eventually cost an additional \$25,500, for a total salary schedule improvement of approximately \$92,500.

Months later, after experiencing a bitter strike along with the accompanying educational disruption and loss of teachers, the board settled with the new bargaining agent for a salary schedule that had a salary improvement cost of approximately \$101,350 based on the same factors as mentioned above.

Since many of the new teachers hired to replace those who had resigned were less experienced, they were placed in lower positions on the salary schedule. As a result, the actual salary costs to the district did not increase as much as would have been the case had the teaching staff not

experienced such a change between the 1966-67 and 1967-68 school years.

In addition to having to settle for a more costly salary schedule because it rejected the proposed contract, the board was faced by a serious labor dispute that would never have occurred had the contract been accepted in June.

Of critical importance to the dispute was the board's action which did not necessarily precipitate the dispute but which made the dispute possible. The proposed contract followed a year of relatively peaceful labor relations in the district. It was a two year pact that would have insured two more years in which the board and teachers could have worked to improve application of the contract to the school system.

While the board did not, and probably could not, anticipate the events that would follow its rejection of the contract, it now appears that that rejection of the contract with the North Dearborn Heights Federation of Teachers was a serious and costly error.

The use of power in collective bargaining. Events that took place during the North Dearborn Heights labor dispute illustrated some of the consequences that can result from a power struggle.

To a certain extent collective bargaining is based on an assumption of conflict between the employee and management groups. Collective bargaining can help to resolve

conflict but it can also serve to create conflict by forcing individuals and groups into adversary roles.

In North Dearborn Heights there was an atmosphere of restrained conflict surrounding bargaining sessions prior to the rejection of the contract proposal, as indicated by suspicions of the other side and expectations of minor negotiation problems reported by both teachers and board members. This restrained conflict may have been disagreeable to some of the individuals who participated in the negotiations, but it did not interfere to any great extent with progress on the contract proposal.

A great change involving greater conflict and much distrust took place, however, in the bargaining climate after the board rejected the proposed contract. That change did not appear to be the result of the wishes of either party to the negotiations. It appeared to have been more the result of bargaining circumstances and particularly the result of the use of bargaining power by both groups.

The first important show of strength, other than through verbal fencing across the bargaining table, took place when the board rejected the proposed contract. No matter what the board's reason might have been, that act was perceived by the teachers' bargaining team to be an aggressive act directed against the teachers.

Response to contract rejection was shock, anger, and distrust. There appears also to have been a felt need

to punish the board and point out its "misdeeds" especially when the unfair labor practice charge was denied by the trial examiner. As a result there was an insistent demand that all board members be present for all bargaining sessions before the union's bargaining team would resume negotiations during the final week before school was to open. Three valuable days of possible bargaining time were lost for that reason.

The next show of strength was made by the union when the strike was called. The board responded to that action not by yielding to pressure but by seeking a court injunction to force the teachers back to their classrooms.

The teachers' response to the injunction was to resign. This was the ultimate power that the teachers could wield against the board. The board then brought its greatest power to bear against the union, not by accepting resignations, but by opening the schools and operating them without those teachers who had resigned. The act of accepting resignations was much less significant than that of opening school. Other school districts had accepted resignations during a dispute and had subsequently rehired their teachers when the dispute was over. The act of opening and operating the schools without teachers who had resigned was a much greater display of power.

It appeared that in the North Dearborn Heights case the application of power by both sides went out of control.

When the board applied power by rejecting the proposed contract it forced the union to reply by means of a stronger show of power. It is important to note that each subsequent escalation in the use of power by one party or the other brought a corresponding reaction from the other group.

The main lesson that can be learned from the power struggle in North Dearborn Heights is simply that the use of power by either party to negotiations can reduce the possibilities of reaching an agreement by causing the other party to respond in terms of power rather than reason.

In North Dearborn Heights there was steady progress toward contract agreement as long as the board's team refrained from the use of power in attempting to find solutions to the union's demands. When that restraint was withdrawn by the board in rejecting the proposed contract, negotiations gave way to a power struggle between the teachers and the board.

The failure of the strike. The strike, as it developed in private industry is a powerful economic weapon. It is the only significant weapon available to workers by which they can gain economic justice. When applied in the public sector, however, the strike does not function in the same manner. This fact was well illustrated in North Dearborn Heights.

In industry a strike affects the employer's financial position. A strike can halt production, cause a financial loss instead of a profit, and it can cause potential customers

to buy from competing firms or to spend their money for entirely different kinds of goods or services.

In the public sector the situation is quite different. Here a strike does not interfere with the income of the governmental unit. The financial condition of the governmental unit might even be enhanced by savings on wages not paid to striking employees, while tax receipts continue to come in. Governing bodies such as boards of education have no great personal financial involvement in a strike against the governmental unit.

Instead of being a financial weapon against the governmental unit, the strike in the public sector becomes an assault against the community. The strike in the public sector does not usually interfere with the economic well being of the governmental unit, which derives its revenues from tax levies, and not from the sale of goods or services. Instead, it causes a disruption of essential services to everyone in the community. In the case of a teachers' strike the exertion of power is directed first against children and through the children against parents and members of the board of education.

When a strike occurs in the public sector, it usually creates a greater public hardship than is true when the strike is directed against private industry because of the monopolistic character of the governmental agency. In the case of a

teachers' strike, there is only one public school in any given area to which parents can send their children. In the United States, strikes by public employees are generally assumed to be illegal.

In North Dearborn Heights the strike materialized after a struggle for power had developed between the union and the board and had become so identified in the minds of both groups. By this time both groups were willing to use any weapon that might become available to them in the conflict. Normally, the matter probably would have continued until a power stalemate would have forced both sides to a compromise agreement. Two important developments tilted the power struggle in favor of the board and helped prevent an agreement from being reached.

First, the community reacted against the teachers' strike. In a previous strike in 1966 the teachers experienced a great deal of vocal support from members of the community. In 1967 however, that support did not materialize. The community reacted strongly in favor of the board, especially when pickets arrived from outside the district in support of the teachers. The second important development in the teacher-board power struggle was the miscalculation on the part of the union's strategists concerning the board's ability to cope with the teacher resignations.

When the board was presented with the opportunity to accept resignations and to then open school with the help

of a small group of teachers who had not agreed with the union's actions, it was given a weapon that was strong enough to turn the tide of conflict in the board's favor.

Meanwhile, the union apparently failed to recognize its tactical errors in time to accept what appeared to be a reasonable agreement before the situation developed to a point where the board could no longer rehire teachers who had resigned.

Pressure from a small segment of the community caused the board to make a final offer to rehire all resigned teachers under a set of reasonable conditions. That offer was misunderstood and rejected by the teachers, possibly because of the intensity of emotions at that time, or possibly because of weariness. When that happened the board was sure that the teachers' bargaining team would not settle for any reasonable agreement and so it proceeded to officially hire a number of replacements for striking teachers. With that action the board made certain its victory in the conflict with the union and at the same time closed the door on any possibility of reaching an agreement with the striking teachers.

For many reasons the strike in North Dearborn Heights was ill advised. First of all it was an action against a community instead of an economic bargaining tool against the board. It did not serve to force the school district to meet the teachers' new salary demands. Continued negotiations

instead of a strike probably would have been more effective, especially in view of the community's reaction to the strike. The strike was of questioned legality, and the resignations were nothing more than a thinly veiled attempt to circumvent an order of the court.

Reaction by the board to maneuvers of the union was strategically effective. The results of the conflict were disastrous to all, however, as teachers were lost to the district and as educational programs were temporarily disrupted.

Effectiveness of third party intervention in the dispute. Early in the dispute the services of the state mediator were requested by the union's bargaining team. The mediator sat in on bargaining sessions and attempted to steer discussions toward areas of possible agreement. In addition, the mediator met from time to time with each bargaining team in an effort to discover the basic thinking behind each team's maneuvers. It was the mediator who realized that the actual salary schedule positions of the two parties were not as far apart as their offers at the bargaining table indicated. Through his skillful timing and suggestions a tentative salary schedule was reached by the two bargaining teams in June, 1967, much earlier than most salary agreements in other school districts that year. Mediation in North Dearborn Heights was effective. Through no fault of the mediator or the mediation system, however, it was not

able to prevent the strike and its accompanying events.

When the board went to court to seek an injunction the circuit judge entered the dispute as a mediator. He conferred with the attorneys for the two sides and the attorneys went back and forth between the judge and their respective clients in attempts to reach an agreement. Even the power and influence of the court was insufficient to bring about a compromise. Each side in the dispute preferred to take its chances in court rather than to yield to the other group's demands.

The court injunction which sent the teachers back to work proved to be effective only as it was backed up by the board's decision to open the schools. While the injunction was important in North Dearborn Heights, the events there illustrate the fact that in school districts where teachers would prefer to resign rather than to obey a court order, and where the board would be unable or unwilling to operate the schools in spite of a mass resignation, the injunction would be almost ineffective.

After the strike had been in progress for about two weeks, a state fact finder was called into the dispute. The efforts of the fact finder failed for several reasons. After holding a fact finding hearing for only a very limited time, the fact finder began to attempt to mediate the dispute. He failed to accomplish what an experienced mediator and a circuit judge had also been unable to accomplish.

The report of the fact finder was destined to be rejected by the board because it resulted from what they regarded as an incomplete hearing that did not include testimony from the board or its team, and it appeared to the board to be strongly biased in favor the union. Also, it seemed not to be based on an accurate understanding of the dispute. In addition, the board was not concerned about the public relations aspect of the fact finder's report since the majority of the community was already so strongly opposed to the teachers' strike.

Experience in the North Dearborn Heights labor dispute indicated that services from the state in helping to resolve differences in labor disputes can be very helpful. The services of mediation and fact finding could not be relied upon, however, to provide a positive means of preventing an impasse or of resolving an impasse against the will of either or both parties to negotiations.

Impasse resolution. In view of recent experience and the predictions of qualified observers, it seemed logical to conclude that impasses might continue to occur in collective bargaining between teachers and boards of education. It is possible that reasonable salary demands of teachers will be impossible for boards of education to meet under present financial conditions.

If impasse situations occur, some of them will probably lead to teachers' strikes, because the strike has

been effective in raising teachers' salaries even though the strike is widely deplored and even though it does not serve as an economic bargaining tool but as a threat to a community.

It is obvious that an alternative to the strike should be established as a means of protecting the interests of teachers and of resolving the impasse in collective bargaining between teachers and boards of education. As has already been indicated, mediation and fact finding procedures cannot always be depended upon to avoid or resolve an impasse. They may be helpful, and in North Dearborn Heights mediation proved to be very effective, but mediation and fact finding procedures have been found to be inadequate in avoiding strikes against school districts.

A means of resolving impasses that is frequently suggested is that of arbitration, or as Fleming describes it, "settlement of disputes by administrative tribunal."¹

Arbitration has the obvious advantage of being able to resolve an impasse without resort to the strike. It can also provide resolution of the impasse without the tense emotional involvement of individuals in the dispute.

Arbitration also has disadvantages that should be

¹Robben W. Fleming, Speech delivered at the Semi-Annual Meeting of the Michigan Association of School Boards, Ann Arbor, Michigan, March 8, 1968.

considered. Arbitration places some of the discretionary power of elected officials in the hands of the arbitrator or administrative tribunal. That loss of power will be objected to by many boards of education and it might prove to be illegal under present constitutional and legislative criteria. Arbitration of salary agreements would probably prove to be costly to taxpayers since arbitrators might be more influenced by the need to grant economic justice to employees than by the ability of the school district to pay adequate salaries to its employees.

It appears significant to note that in North Dearborn Heights, after experiencing the strike, both teachers and board members gave approval to the concept of arbitration as a means of resolving an impasse. The North Dearborn Heights board had been unwilling to allow a salary schedule to include a ranking clause because such a clause would commit the board to a salary schedule that might increase in cost by an unknown amount. After the strike the same board members advocated arbitration as a replacement for the strike in spite of the fact that arbitration would commit the board to a teachers' salary schedule that could not be determined by the board.

Because there appears to be no other way of guaranteeing a settlement of disputes between teachers and school boards, some form of arbitration would seem to be in the public interest as a means of avoiding strikes and the

discontinuation of an important public service when all other means of resolving the impasse have failed.

One other possibility of dealing with the entire problem of teacher salary disputes at the local level would be to remove the decision making process from the local level entirely and to establish a state wide salary schedule, perhaps with regional salary differentials. That possibility has not been investigated in this study, but it has been suggested by a number of educators and is worthy of careful consideration.

Summary. This chapter includes an analysis of data related to the North Dearborn Heights teachers' strike. It was found that union bargaining team members and board members had conflicting beliefs concerning the amount of authority that should be given to the board's bargaining team. Lack of authority held by the board's team as perceived by the teachers interfered with the bargaining process and illustrated a common problem of collective bargaining in the area of public employment.

Rejection of a proposed contract by the board in June, 1967, resulted in allowing a strike to occur later on in the fall. Rejection of the proposed contract turned out to be costly to the district in terms of both a higher salary schedule and the loss of experienced teachers. Immediate salary costs to the district were reduced, however, because

new teachers with less experience and training were placed in lower positions on the new salary schedule.

The use of power in collective bargaining appears to be unwise, because it caused the other side to react by using power in defense of its positions instead of attempting to reach an agreement.

Strikes by teachers were found to be inappropriate as an economic weapon because they did not interfere with the school district's source of revenue, and to be generally illegal. The strike in North Dearborn Heights failed, but on occasion strikes have been effective in raising teachers' salaries even though teacher strikes are widely deplored.

If teachers are to be denied the right to strike, then some other procedure such as arbitration of disputes that reach the impasse stage must be substituted for the strike, in order to protect the interests of the teachers.

CHAPTER V

SUMMARY, CONCLUSIONS AND RECOMMENDATIONS

General summary of the study. It has been the purpose of this study to bring into focus the events in North Dearborn Heights that led to the bitter teachers' strike, to the dissolution of the North Dearborn Heights Federation of Teachers and to the threatened dissolution of the school district. It has also been the purpose of this study to identify bargaining procedures that might be helpful to teachers and boards of education in avoiding a similar crisis in future contract negotiations.

At the beginning of the study a search was made of literature relating to the area of collective bargaining in public employment and particularly in the public schools. The historical background of collective bargaining in the public schools was reviewed and the two major teacher organizations, the National Education Association and the American Federation of Teachers, were described. Successes of teachers in early strikes and bargaining agreements were reviewed and changes that have taken place in legal thought and practice as they related to collective bargaining for school employees were discussed.

A review of literature related to the role of conflict and the teacher strike revealed that teacher strikes have been followed generally by significant salary increases for teachers. Teacher unrest that seems to lead to strikes, however, can be attributed to many causes other than financial ones, such as the desire of teachers to participate in making decisions affecting their professional work. There also was evidence that conflict can result from the bargaining process itself including the adversary roles played by parties to the negotiations.

In reviewing literature related to similarities and differences between collective bargaining in the private and public sectors of employee relationships, it was found that the problems of public employees and of employees in private industry are very similar. They have the same economic needs and they share the same desire to participate in the making of decisions relative to conditions of their own employment.

Employment in the public sector differs, however, from that in private industry because of the interest of the general public in the continuation of public services and because of differences in economic conditions, such as the effect of productivity and the market, which apply in private industry but not in public employment. For these reasons, resolution of the impasse in collective bargaining in the public sector requires a procedure other than the strike.

Recommendations most frequently made in current literature related to the subject include fact finding with recommendations and some form of binding arbitration.

In North Dearborn Heights collective bargaining broke down, and that school district was involved in a lengthy and bitter labor dispute. Following many lengthy bargaining sessions in the spring of 1967, a tentative contract agreement was reached by the two bargaining teams only to be rejected by the board of education. Further negotiations were unsuccessful in reaching an agreement and a strike began on September 5, 1967.

In an attempt to open school that fall the board went to court and obtained an injunction sending the striking teachers back to work. Rather than obey the court order, eighty of the district's one hundred fifteen teachers resigned. The board then accepted the resignations and ordered the schools opened. Other teachers were hired to replace those who had resigned. Eventually, as the schools remained open and as no agreement could be reached, the local union which had represented the teachers in negotiations was disbanded and teachers who had not returned to work in North Dearborn Heights found jobs in other school districts.

In the study it was found that the members of the union's bargaining team and the board of education had conflicting beliefs concerning the amount of authority that should be given to the board's bargaining team to make binding

agreements at the bargaining table. Lack of authority of the board's bargaining team to make firm commitments seriously hampered its bargaining position and illustrated a common problem for boards of education and their negotiators.

Rejection of the proposed contract that had been negotiated by the board's bargaining team led to the teachers' strike and caused the loss of many of the school district's teachers. While the board considered the contract proposal in the light of information available to it at the time and acted in its best judgment on a very difficult problem, information now available indicated that the decision was costly to the school district.

The use of power such as the strike or the injunction by either side in contract negotiations appeared to be unwise from the standpoint of bargaining strategy, and it was found that strikes by teachers were not appropriate for bargaining between teachers and boards of education. They served no economic function as a bargaining tool. They were contrary to the public interest and were generally illegal.

Conclusions. The following conclusions were drawn from the review of the literature and from the experiences of the School District of North Dearborn Heights.

1. The teacher strike is not appropriate as a means of resolving collective bargaining disputes between teachers and boards of education. Strikes do not serve as an economic weapon when directed against a board of education. Instead,

they deprive children and an entire school district of important services. Because teacher strikes are assumed to be contrary to the public interest they are generally prohibited by law throughout the United States, even though they frequently occur.

2. If legal prohibitions against teacher strikes are to be continued, then an alternate measure such as binding arbitration must be substituted as a means of assuring economic justice for teachers in the collective bargaining process. At present, binding arbitration in contract disputes is held to be objectionable by many educators and other authorities. It is sometimes questioned on legal grounds. Even so, it is a better way of settling serious disputes between teachers and school boards than by means of the strike.

3. Mediation and fact finding can be effective in avoiding impasses in collective bargaining. Mediation was particularly effective in North Dearborn Heights. Mediation and fact finding cannot be counted upon, however, either to avoid impasses or to resolve them.

4. Public opinion can be a powerful influence on contract negotiations between teachers and boards of education. It cannot be counted upon, however, as being supportive of a fact finder's recommendations. This fact greatly decreases the confidence that should be given to the fact finding with recommendations as a means of resolving impasses in collective bargaining.

5. The role of the court injunction as a source of power for a school board and as a means of continuing educational services during a labor dispute between teachers and school board is only as strong as the teachers allow it to be. The use of "resignations" as a means of circumventing a court order has made the injunction almost meaningless. Only when teachers chose to respect the court order have injunctions been meaningful. They cannot generally be expected to maintain educational services for children. Injunctions do not in any way serve to resolve impasses since they do not deal with the basic problems of the impasse.

6. As a matter of bargaining strategy, it is clear that a board's bargaining team should have full authority to make decisions and binding agreements in bargaining sessions. If the board does not want to delegate this kind of authority to its administrative employees then the board itself should be a part of the bargaining team. As a part of the process of delegating authority to a bargaining team it would be proper for a board to set up certain limits beyond which its team would not have authority to make commitments. Any agreement reached by a bargaining team within limits set by the board should then be accepted by the board.

7. A board and its bargaining team should never allow a situation to develop in which the board would reject an agreement with an employee group that had been bargained by the board's team. Such a situation led to a strike in North

Dearborn Heights. At the very least, a situation of this sort would seriously hamper the bargaining team in future negotiations.

8. A final conclusion concerns practical bargaining strategy used by both teachers and the board in North Dearborn Heights. The use of power against the other side in collective bargaining such as the strike or injunction appears to be more likely to cause the opposite group to respond defensively in terms of further use of power than it is to cause an agreement to be reached. The purpose of collective bargaining is to reach an agreement. That purpose is not served by the application of power to the negotiating process by either party.

Recommendations. It has not been the purpose of this study to evaluate Michigan's Public Employee Relations Act (Act 379 of the Public Acts of 1966). A review of the conclusions reached in this study, however, indicated that the collective bargaining process did not function well in North Dearborn Heights. Further, based on the reported fact that there have been increasing numbers of teacher strikes in Michigan, reaching a total of over forty strikes in Michigan school districts in the fall of 1967, it was clear that the collective bargaining process has not functioned well throughout the state.

As a result of the review of literature and the analysis of the North Dearborn Heights teachers' strike, the

major recommendation of this study involved a proposed procedure for resolving collective bargaining impasses without a disruption of educational services and without putting teachers at a disadvantage in negotiations with boards of education. It was recognized that this proposal would require changes in Michigan's existing collective bargaining statutes.

It was recommended that the services of state mediators be made available to teachers and boards of education upon the request of either party to negotiations as has been the case. Bargaining representatives of both parties to negotiations would be encouraged to call for the assistance of the state mediator before negotiations should reach the impasse stage.

Upon entering negotiations, the mediator would act as chairman of all bargaining meetings and would set the time and place of subsequent meetings. The function of the mediator would be to assist the negotiating groups to find areas of possible agreement satisfactory to them, and not to advise the parties as to what the substance of an agreement should be.

If the mediator should decide that an impasse in bargaining has been reached and that agreement between the bargaining parties is unlikely, then it would be his duty to refer the dispute to fact finding. At that point, bargaining would be discontinued and the mediator, who would already have a great deal of understanding of the dispute would become the fact finder.

The fact finder would then have the duty of holding a fact finding hearing in which each party would be allowed to present facts in support of its position in the labor dispute. The fact finder should have power to subpoena information that he would believe to be important to the fact finding hearing. The fact finder would be required to prepare and publish a report of the fact finding hearing which would include recommendations for settlement of the dispute.

Upon publication of the fact finder's report, the parties to the dispute would be called back to a collective bargaining meeting by the fact finder who would resume the role of a mediator. The parties would have the opportunity to accept the recommendation of the fact finder or make any amendments to the fact finder's recommendation to which they might be able to agree. If no contract agreement resulted from this meeting, then the matter would be referred by the mediator-fact finder to binding arbitration.

Arbitration would then be conducted by an arbitration tribunal consisting of three persons, one of whom would be appointed by the State Labor Mediation Board. He would act as chairman of the tribunal. The other two members would be selected by the parties to the dispute from a list prepared by an impartial source such as the American Arbitration Association or the State Department of Education. The arbitration tribunal would be required to review the testimony given at the fact finding hearing and

to take any additional information it might deem important to the dispute before issuing a final and binding decision resolving the dispute.

Strikes and lock-outs would be prohibited and the prohibition would be enforced by automatic injunction. Enforcement of the decision of the arbitration tribunal could be achieved in the same manner.

The above recommended procedure for the settlement of serious collective bargaining disputes would provide the following advantages in collective bargaining.

1. It would provide a powerful incentive to each negotiating team to reach an agreement before having to risk the possibility of an unfavorable decision on the part of the fact finder or the arbitration tribunal.

2. It would provide a continuity of important services to the community without unfair disadvantage to either the teachers or the board of education.

3. It would provide a logical procedure for the settlement of disputes other than through conflict and the use of power tactics.

4. It would provide an efficient means of handling the dispute by the State Labor Mediation Board, especially through the services of one individual who would be working on the case from the point of approaching impasse on through mediation and fact finding.

Disadvantages such as the delegation of some of the authority of elected officials to make decisions to an arbitration tribunal and the possibility that one side or the other might not bargain in good faith in the hope of making major gains through arbitration seemed unimportant when compared with the disruption of educational services that have already taken place in schools such as North Dearborn Heights as the result of labor disputes.

A second recommendation resulting from this study related to practical bargaining procedures. It was that the negotiating team for a board of education should have the authority to reach binding agreements in bargaining sessions with teacher representatives. This was not to say that a board of education should not give direction to its bargaining team. It should set limits within which its team may bargain and those limits should be reasonable. The board should realize that its team must have flexibility in order to bargain effectively and that it must, in the best interests of the school district, be able to bargain with authority.

A final recommendation was made in the form of advice to bargaining teams for both teachers and boards of education. It was that the use of power directed against the other party to negotiations is extremely unwise. It appeared that such use of power was more likely to cause the other side to strengthen its resistance in negotiations than it was to lead

to a favorable agreement. The purpose of collective bargaining is to resolve differences and reach agreements, not to destroy the other side. In North Dearborn Heights both the teachers and the board of education lost sight of that purpose.

Areas of needed research. Research is needed to determine whether or not children suffer from a prolonged teacher strike in terms of academic achievement. It is often assumed that there is a loss to children as the result of reduced instruction time, but there is no proof that such a loss actually occurs or that it would be measurable after a period of time had elapsed after the strike.

Also more important would be research concerning the attitudes of children who had been affected by a teacher strike toward their teachers.

Research is also needed to determine whether or not the attitudes and voting habits of citizens in school elections are affected by teacher strikes or other labor disputes between teachers and boards of education.

The possibility of adopting a state wide salary schedule as a means of avoiding serious labor disputes between teachers and school boards at the local level has been suggested. A study of such a proposal would provide an important contribution to education and the field of school labor relations.

A final area of needed research suggested by this study would involve relationships between decisions reached by management and employee bargaining teams through collective bargaining and decisions reached by arbitrators in the process of resolving bargaining impasses. A finding that decisions reached by the two processes tend to be similar would provide a powerful argument in favor of resorting to compulsory binding arbitration as a means of resolving the impasse in educational labor disputes instead of allowing it to be resolved by means of a teacher strike.

BIBLIOGRAPHY

A. BOOKS

- Anderson, Arvid. "State Regulation of Employment Relations in Education." Readings on Collective Negotiations in Public Education, ed. by Elam, Stanley M.; Lieberman, Myron; and Moskow, Michael H., Chicago: Rand McNally and Company, 1967.
- Doherty, Robert E., and Oberer, Walter E. Teachers, School Boards, and Collective Bargaining: a Changing of the Guard. Ithaca, New York: New York State School of Industrial and Labor Relations, 1967.
- Elam, Stanley M.; Lieberman, Myron; and Moskow, Michael H., eds. Readings on Collective Negotiations in Public Education. Chicago: Rand McNally and Company, 1967.
- Gibson, R. Oliver, and Hunt, Herold C. The School Personnel Administrator. Boston: Houghton Mifflin Company, 1965.
- Hall, Oswald. "The Social Context of Conflict." Grievances and Their Resolution, ed. by Lutz, Frank W.; Kleinman, Lou; and Evand, Sy, Danville, Illinois: Interstate Printers and Publishers, Inc., 1967.
- Healy, James J. Creative Collective Bargaining: Meeting Today's Challenges in Labor-Management Relations. Englewood Cliffs, New Jersey: Prentice-Hall, Inc., 1965.
- Heisel, W. D., and Hallihan, J. D. Questions and Answers on Public Employees Negotiation. Chicago: Public Personnel Association, 1967.
- Hildebrand, George H. "The Public Sector." Frontiers of Collective Bargaining, ed. by Dunlop, John T., and Chamberlain, Neil W., New York: Harper and Row, 1967.
- Lieberman, Myron. The Future of Public Education. Chicago: The University of Chicago Press, 1960.

- Lieberman, Myron, and Moskow, Michael H. Collective Negotiations for Teachers. Chicago: Rand McNally and Company, 1966.
- Lutz, Frank W.; Kleinman, Lou; and Evans, Sy, eds. Grievances and Their Resolution. Danville, Illinois: The Interstate Printers and Publishers, Inc., 1967.
- Moskow, Michael H. Teachers and Unions; The Applicability of Collective Bargaining to Public Education. Philadelphia: Wharten School of Finance and Commerce, University of Pennsylvania, 1966.
- Neagley, Ross L., and Evans, Dean N. Handbook for Effective Supervision of Instruction. Englewood Cliffs, New Jersey: Prentice-Hall, Inc., 1964.
- Parker, Hyman. "The New Michigan Labor Relations Law and Public School Teachers." Readings on Collective Negotiations in Public Education, ed. by Elam, Stanley M.; Lieberman, Myron; and Moskow, Michael H., Chicago: Rand McNally and Company, 1967.
- Ruskin, A. H. "Collective Bargaining and The Public Interest." Challenges to Collective Bargaining, ed. by Ulman, Lloyd, Englewood Cliffs, New Jersey: Prentice-Hall, Inc., 1967.
- Schmidt, Charles T., Jr.; Parker, Hyman; and Repas, Bob. A Guide to Collective Negotiations in Education. East Lansing, Michigan: Social Science Research Bureau, Michigan State University, 1967.
- Slavney, Morris. "Impasse Procedures in Public Education." Readings on Collective Negotiations in Public Education, ed. by Elam, Stanley M.; Lieberman, Myron; and Moskow, Michael H., Chicago: Rand McNally and Company, 1967.
- Spero, Stirling. Government as Employer. New York: Remsen Press, 1948.
- Stieber, Jack. "Collective Bargaining in the Public Sector." Challenges to Collective Bargaining, ed. by Ulman, Lloyd, Englewood Cliffs, N. J.: Prentice-Hall, Inc., 1967.
- Stinnett, T. M.; Kleinman, Jack H.; and Ware, Martha L. Professional Negotiation in Public Education. New York: The Macmillan Company, 1966.

Weber, Arnold R. "Stability and Change in the Structure of Collective Bargaining." Challenges to Collective Bargaining, ed. by Uiman, Lloyd, Englewood Cliffs, New Jersey: Prentice-Hall, Inc., 1967.

Weber, Charles A., and Weber, Mary E. Fundamentals of Educational Leadership. New York: Exposition Press, 1961.

Wildman, Wesley A. "Legal Aspects of Teacher Collective Action." Readings on Collective Negotiations in Public Education, ed. by Elam, Stanley M.; Lieberman, Myron; and Moskow, Michael H., Chicago: Rand McNally and Company, 1967.

B. JOURNALS AND MAGAZINES

Adair, Warren J. "Keeping Teachers Happy." American School Board Journal, CLV (January, 1968), 28-29.

Bahou, Victor. "Must Teachers Remain in the Shadows?" Educational Forum, XXV (May, 1961), 473-80.

Ball, Lester B. "Collective Bargaining: A Primer for Superintendents." Saturday Review, January 21, 1967, 70-71, 80.

Bloom, Arnold M. "A More Militant Profession." American School and University, XXXVII (October, 1964), 17.

Boivin, Michael G. "Yankee Traders Needed." American School Board Journal, CLV (January, 1968), 20-22.

Braun, Robert J. "What Happened in Woodbridge." School Management, XI (May, 1967), 122.

Brodinsky, Ben. "The Ten Major Educational Events of 1967." Education Summary, January 15, 1968, 5.

Brown, G. W. "Teacher Power Techniques." American School Board Journal, CLII (February, 1966), 11-13.

Buskin, Martin. "Where Superintendents Fit in Teacher-Labor Disputes." Nations Schools, LXXIX (March, 1967), 79-81.

Campbell, Roald F. "Is the School Superintendent Obsolete?" Phi Delta Kappan, XLVIII (October, 1966), 53.

- Cass, James, and Birnbaum, Max. "What Makes Teachers Militant." Saturday Review, January 20, 1968, 54-56.
- Cogen, Charles. "Departure From the Old Ways." American Teacher Magazine, XLVIII (October, 1963), 5-6, 22.
- Corwin, Ronald G. "Militant Professionalism, Initiative and Compliance in Public Education." Sociology of Education, XXXVIII (Summer, 1965), 310-31.
- Fewkes, John M. "The Dawn of a New Era for Teachers." American Teacher Magazine, XLII (October, 1963), 13-14, 18.
- Garber, Lee O. "How To Free Superintendents From Negotiation Hazards." Nation's Schools, LXXVII (March, 1966), 139.
- Geisert, Gene. "Mr. Nobody." Phi Delta Kappan, XLVIII (December, 1966), 158-59.
- Gross, Calvin. "Ways to Deal With The New Teacher Militancy." Phi Delta Kappan, XLVI (December, 1964), 147-52.
- Harrison, George M. "Procedures in Collective Bargaining." American Teacher Magazine, XLII (October, 1957), 5-6, 20.
- Hazard, William R. "Semantic Gymnastics?" American School Board Journal, CLV (October, 1967), 14-20.
- Jackson, Cornelia P. "Professional Negotiation and a New Image." Michigan Elementary Principal, XLI (March, 1967), 14.
- Jamieson, Robert A. "The Board's Positive Approach." American School Board Journal, CLV (November, 1967), 13-16.
- Janssen, Peter. "The Teacher Strikes: Who Won?" Saturday Review, October 21, 1967, 66.
- Janssen, Peter. "The Union Response to Academic Mass Production." Saturday Review, October 21, 1967, 64-66, 86-88.
- Keppel, Francis. "Use Strike Only As Last Resort, Keppel Urges AFT Members." Nation's Schools, LXX (October, 1962), 92.

- "Labor Debates City-Worker Strikes." U. S. News and World Report, March 11, 1968, 95.
- Lieberman, Myron. "Collective Negotiations: Status and Trends." American School Board Journal, CLV (October, 1967), 7-10.
- Lieberman, Myron. "Teacher Strikes: Acceptable Strategy?" Phi Delta Kappan, XLVI (January, 1965), 237-40.
- Lillrose, Bernice. "The Squeeze on Principal-Teacher Relationships." Michigan Elementary Principal, XLII (February, 1968), 9, 17.
- Megel, Carl J. "Can a Case Be Made for Teacher Unions?" Nation's Schools, LXXIII (February, 1964), 53, 93.
- Miller, William C. "Curricular Implications of Negotiation." Educational Leadership, XXIII (April, 1966), 233-36.
- Moskow, Michael H. "Recent Legislation Affecting Collective Negotiations for Teachers." Phi Delta Kappan, XLVII (November, 1965), 136-41.
- "News." American School Board Journal, CLV (November, 1967), 2.
- Nolte, Chester M. "Teachers Face Boards of Education Across The Table--Legally." American School Board Journal, CL (June, 1965), 10-12.
- Osibov, Henry. "Power or Persuasion, Which Approach to Improve Salaries?" The Clearing House, XL (March, 1966), 410-12.
- Rasmussen, L. V. "New Role for The Middleman." American School Board Journal, CLV (January, 1968), 10-11.
- Reuther, Walter P. "The Road to a Brighter Tomorrow for Teachers." American Teacher Magazine, XLVIII (April, 1964), 5-6.
- Rice, Arthur H. "Teacher Unrest Has Damaged School Public Relations." Nation's Schools, LXXV (March, 1965), 46-47.
- Seitz, Reynolds C. "School Boards and Teacher Unions." American School Board Journal, CXLI (August, 1960), 11-13, 38.

- Southworth, William D. "Teamwork is the Answer." American School Board Journal, CLIII (September, 1966), 65.
- Taylor, George W. "Public Employment: Striker or Procedure?" Industrial and Labor Relations Review, XX (July, 1967), 633-35.
- Taylor, George W. "The Public Interest." Phi Delta Kappan, XLVIII (September, 1966), 16-22.
- "Teacher Strikes Across The Nation--Who Wants What." U. S. News and World Report, March 11, 1968, 10.
- "Teachers Strikes." American School Board Journal, CXLI (December, 1960), 34.
- Thomas, Wesley E. "The Must and May on Bargaining Agents." Michigan Education Journal, XXXIII (October, 1955), 84-85.
- Walter, R. L. "Alternative to Collective Bargaining." American School Board Journal, CLV (March, 1968), 26-27.
- Wildman, Wesley A. "What Prompts Greater Teacher Militancy?" American School Board Journal, CLIV (March, 1967), 27-31.
- Wildman, Wesley A., and Perry, Charles R. "Group Conflict and School Organization." Phi Delta Kappan, XLVII (January, 1966), 244-51.
- Wilson, Charles F. "Whose Man is the Superintendent?" Phi Delta Kappan, XLVIII (December, 1966), 156-57.

C. NEWSPAPERS

- Dearborn Guide. October 5, 1967.
- Dearborn Heights Leader. November 30, 1967.
- Dearborn Press. November 16, 1967.
- Detroit News. September 28, 1967, October 18, 1967.

D. PUBLICATIONS OF PROFESSIONAL ORGANIZATIONS

American Federation of Teachers. Constitution of the American Federation of Teachers. Chicago: The American Federation of Teachers, 1964.

American Federation of Teachers. Organizing the Teaching Profession. Glencoe, Illinois: The Free Press, 1955.

Carr, William G. "The Year of Decision," Addresses and Proceedings. Washington, D. C.: National Education Association, 1964.

National Education Association. Addresses and Proceedings. Washington, D. C.: National Education Association, 1961, 1962, 1963, 1964, 1965, 1966, 1967.

National Education Association. NEA Handbook. Washington, D. C.: National Education Association, 1965.

E. PUBLIC DOCUMENTS

Circuit Court for the County of Wayne. Order for Injunction, John M. Wise, Circuit Judge, September 18, 1967.

School District of North Dearborn Heights. Contract between the North Dearborn Heights Board of Education and the North Dearborn Heights Federation of Teachers, 1966-67.

School District of North Dearborn Heights. Minutes of the Board of Education, January 11, 1967.

School District of North Dearborn Heights. Minutes of the Board of Education, June 20, 1967.

School District of North Dearborn Heights. Minutes of the Board of Education, September 19, 1967.

State of Michigan, Department of Education. Study by the State Reorganization Committee, December 21, 1967.

State of Michigan, Labor Mediation Board, Labor Relations Division. Trial Examiner McCormick's Decision and Recommended Order, August 2, 1967.

State of Michigan, Labor Mediation Board, Labor Relations Division. Trial Examiner Pisarski's Decision and Recommended Order, June 28, 1966.

State of Michigan, Labor Mediation Board, Labor Relations Division. Decision and Order, October 17, 1967.

State of Michigan, Labor Mediation Board. Report of Fact Finder Leon J. Herman, September 23, 1967.

White House Executive Order 10988: Employee-Management Cooperation in the Federal Service, cited by Liberman, Myron in Collective Negotiations For Teachers. Chicago: Rand McNally and Company, 1966, 493-99.

F. UNPUBLISHED MATERIALS

Augenstein, Leroy, Member, State Board of Education. Letter sent to Edwin Novak, State Board of Education President, October 4, 1967.

Fleming, Robben W. Speech Delivered at the Semi-annual Meeting of the Michigan Association of School Boards, Ann Arbor, Michigan, March 8, 1968.

Scott, Walter W. A Study of Preparation Programs in School Administration as Affected by Collective Negotiations. Doctoral Dissertation, Michigan State University, 1966.

APPENDICES

APPENDIX A

STRUCTURED INTERVIEW SCHEDULE

I am conducting research on the North Dearborn Heights teachers' strike. We realize that in research, facts are of utmost importance and I would appreciate it if you would give frank and honest answers, rather than just polite ones, to the questions I am about to ask.

1. We all remember that the North Dearborn Heights school district experienced severe labor difficulties during the past year. Prior to the beginning of negotiations on the 1967-68 contract, did you in any way anticipate major difficulties between the board and the teachers? If so, what, and why?

2. Were school board-teacher relationships during the 1966-67 school year favorable or unfavorable as to the possibility of reaching a new contract agreement?

3. What was your role or position (board members) or reaction to (teachers) the board's rejection of the tentative contract agreement in June, 1967?

4. Was the rejection by the board of the proposed contract agreement an important contributing factor to the strike in September?

5. Was the proposed salary schedule the primary issue for which the teachers were willing to strike?

6. Was the salary schedule the primary issue for which the board was willing to risk the strike?

7. Questions were raised concerning the authority of the board's bargaining team to bargain for the board. Did the team have sufficient authority to commit the board to an agreement?

8. Did that authority vary in economic matters as distinguished from non-economic matters?

9. In an unfair labor practice charge the union contended that the proposed salary schedule should be confirmed by the trial examiner. The order, which was favorable to the board, was issued just before negotiations were to resume after the summer recess. Did that order or its timing interfere with the resumption of negotiations?

10. Did your bargaining team make the best offer it felt it could before the strike began or was it waiting for the other side to improve its offer first?

11. Realizing that in collective bargaining, neither side can be expected to surrender all of its positions in order to reach agreement, did the other side make a sincere effort to resolve the differences after the strike began?

12. Ranking (a provision that would have placed the district's salary schedule at a certain level in comparison with certain others) was mentioned frequently. How important

to your side was that provision, and why?

13. On Labor Day, September 4, the union offered to accept the salary schedule agreed upon tentatively in June with a change in ranking from 13th to 16th position in a group of 32 selected school districts. Why was that offer made (rejected)?

14. What did your group anticipate from the impending strike?

15. Essential agreement to a salary schedule was reached in Judge Wise's Court. What prevented your side from reaching a total contract agreement then?

16. What goals were you still hoping and striving to achieve?

17. What were you hoping to gain from the injunction to send teachers back to their classrooms? (board members)

18. What was your purpose in submitting resignations following the injunction? (teachers)

19. How did you view the possibility of opening school without the majority of the district's teachers?

20. Resignations were accepted and the schools were ordered open by the board at the same time. Which action was more important?

21. What motivation was behind the board's action?

22. Why did the board resist hiring back all teachers?

23. Did the board's reasons for not rehiring all teachers change during the course of the dispute?

24. At one time during mediation with the state labor mediation board members and the mediator, an offer was made to rehire all teachers at a previously agreed upon salary schedule. Why was that offer rejected?

25. Fact finder, Mr. Leon Herman, wrote that only lack of agreement on the school calendar stood in the way of settlement. Why was that issue important and why couldn't you accept the other side's calendar proposal?

26. What part did the non-striking teachers play in the dispute?

27. How did their actions affect your side's strategy in the dispute?

28. What could your side have done differently to have reached a satisfactory agreement?

29. What are your personal feelings concerning collective bargaining for teachers and the right to strike?

30. What changes, if any, would you advocate in collective bargaining legislation?

APPENDIX B

INTERVIEW WITH RITA MCGOWAN, TEACHER BARGAINING TEAM CHAIRMAN

Miss McGowan indicated at the beginning of the interview that she had not expected that the school district would experience serious labor difficulties as the result of negotiations on the new contract for 1967-68. She said that she believed that during the previous year (1966-67) the contract between the North Dearborn Heights Federation of Teachers and the board of education had worked very well "for a first contract." It had benefited education and the profession, she said. She expected "a very peaceful" settlement of the contract for 1967-68 and 1968-69. A two-year contract had been tentatively agreed to in June because "We were fairly well pleased with the overall operation of it [the 1966-67 contract] during the previous year and with the changes that we hoped would be made in the new contract we were willing to go with it for a two-year period and give it a good span of time to work out any further difficulties before we had to work on it again."

She felt that teacher-school board relationships during 1966-67 were "reasonably favorable" for reaching a new contract agreement. "I know that the superintendent

and I--and the bargaining team, had successfully resolved some interpretations of the contract rather amicably. We resolved several grievances at the superintendent's level. Maybe the grievance decisions weren't what either of us wanted but I think they were fairly resolved. I thought there was a fair amount of cooperation during the year. When a difference of opinion or interpretation did come up we successfully resolved most of them. The one that we went to arbitration on was the result of misinterpreting what I thought was understood at the bargaining table when we bargained it. A suggestion here would be that when bargaining is going on, that copious notes be taken and interpretation of the language be included in the notes. This would avoid either side putting a different interpretation on the contract after it goes into operation."

Miss McGowan said that she was very surprised by the board's rejection of the contract proposal. She felt that it had been the responsibility of the board's bargaining team to keep the board informed "all along the way" in order to avoid a rejection when the contract was concluded. She said that the main reason for the board's rejection of the proposed contract by the board, "was supposedly money. Here again I never anticipated this to be a reason because the mediator's direction to both the superintendent and I gave us a procedure to follow (to make sure all parties understood and approved the proposal). I assume the superintendent

followed it and it was borne out that he did. None of the board members offered any objection to the proposed contract in the time that was given to them. We had followed our procedure and had agreed to it. It was a low schedule, really, and we had to have some protection (through the ranking clause). We thought, well this gets the thing finalized in June and there will be a peaceful beginning in September. I think the rank was a fair rank to begin with. I think that the salary that was finally settled on was at approximately that position."

"Later on, when 13th rank (in a group of 32 selected school districts) became a big sticky item we arrived at a fair compromise at 16th position. That position would have put us lower than in the previous year."

"I never expected money to be a problem. It leads one to believe that someone must have had some other ideas on finalization of the contract."

Miss McGowan believed that the board action in rejecting the proposed contract was important as a factor in the strike later on. She pointed out that at least one board member had said that he regretted turning the contract down in June and wished that the contract had been approved. She said, "I think that the person who was instrumental in bringing about the contract rejection by the board should have trouble sleeping nights."

"We felt that if the salary schedule was really the reason for the contract rejection we would have time enough to get an agreement in the week before school opened. But, many other things came into the picture then."

According to Miss McGowan, the salary schedule was not the primary cause of the work stoppage in September, 1967. The fact was that without the salary schedule and a few other unresolved items there was no contract, and without a contract the teachers withheld their services.

"Our team had promised to meet on the Monday prior to Labor Day and we couldn't get the board team there until the 31st of August. At that time they placed four or five other items on the table. These other items were just as important as money, if not more so. A little animosity and disappointment in the actions of the board had been built up. We took the position of no contract--no work and those other items such as assignment and transfer were important."

Concerning the question of the authority of the board's bargaining team to bargain for the board, Miss McGowan said, "I think that the board again repeated what they were accused of the previous year and found guilty of in the Pisarski Decision [an unfair labor practice charge--later withdrawn]. In order to avoid this we asked earlier for a written statement stipulating where the authority would lie for the board bargaining team. By board resolution in

January they stated that any two of the three were authorized to bargain.

"It became very obvious to the teachers' bargaining team that the superintendent and assistant superintendent could not give a final OK in the absence of the board attorney. Despite the formal resolution, this was the intent of the board. The attorney and Mr. Gabriel were in touch and the attorney got his direction from him at all times."

Miss McGowan felt that the decision in the 1967 unfair labor practice charge had no important effect on the teacher's bargaining procedures, but that it encouraged the board to "assume a hard-nosed position from that point on since they had suffered such a beating the previous year. However, I do think that decision was on an aside point other than what it was brought down there to decide. The question was whether or not the board team had authority to bargain, and if so they later withdrew this authority. The question, however, was switched and the decision was rendered as to whether or not the board could reject the contract. The opinion did not answer the charge."

Miss McGowan said that the teachers' bargaining team had lowered its request for a rank position in order to reach an agreement before the strike began. "In the true spirit of good faith bargaining and in an effort to finalize the thing, we did agree to a compromise position which was 16th rank. As I recall, we got badgered down to a much lower

salary schedule than that. When an agreement was reached with the designated group--the APT [Association of Professional Teachers] group--the salary schedule even had to be lifted from what we agreed to accept. That group gave up the right to mutual agreement on policies, practices, assignment and transfer, and the right to grieve unless specified--nothing, of course, is specified."

She did not think that the board and its team had made a sincere effort to resolve the dispute prior to the scheduled opening of school in September. "I, of course, was not in touch with the board members but I think they wanted to test their wings a little more. I think their association with the Wayne County School Board Association, and the fact that a member of our board was elected vice-president of that group led me to believe that they were adopting the philosophy of certain members of that organization and that is a very hard-nosed line against teacher contracts."

"It seemed to be in the mind of one or more board members to assume this position and grind us down to pre-collective bargaining days and give them time to use the community--an uninformed community is prone to be used as puppets, which is how they were used."

According to Miss McGowan, the idea of ranking for the salary schedule came out of the fact that the teams were searching for a means of agreeing to an early contract

before salary schedules were generally determined in the area. "Since we would have been among the first to agree to a contract had we gotten one in June as was our sincere hope, ranking was merely a means of getting the job done at a time when state aid was not clear, in an attempt to get the contract finalized before summer so that teachers would not be asked to give up their summer again to bargain and so that school could open peacefully in the fall. It was a means of getting the whole thing wrapped up without getting hurt by all those unknown factors. We weren't wedded to it. We could have written out another schedule, which we did several times in an attempt to devise a schedule that would put us in that position anyway, but that was turned down by the board so we had no other way out."

In answer to the question concerning what had been anticipated by the teachers if a strike should occur, Miss McGowan said that the work stoppage was expected to serve as a means of exerting pressure to bring about a quick agreement. "At that late date and with schools being closed we thought it might get us together and that in a day an agreement could be reached."

A conflict situation was not anticipated. "If you noticed, there was an absence of pickets at first. We couldn't believe that the board would assume such a hard-nosed position. We felt that we would not picket in order to keep the thing as peaceful as possible and to avoid

polarizing the sides any further than they were at that point in time. We withheld our services in the hope that on any day with face to face bargaining we could get agreement. The picketing began about two weeks after school was scheduled to open. At that point in time we realized the board's position was getting more hard-nosed than ever. Of course time weighed heavily on both sides and the education of boys and girls was involved. The board had used every union busting trick in the bag, so we felt that certainly we would have to act as a union would act in this situation. This was a reaction to the board's assuming a very unreasonable position. I think the schools were open for a couple of days with scab laborers and immigrant teachers (before picketing began). I think this was another very sad situation in light of the community, because these people in the community certainly, I had always thought, had more intelligence than to think that good things were going on there. It would be impossible as any teacher would know, but there again I think that laymen are very unknowledgeable about the educational endeavors of teachers. It isn't just policing or standing in front of a group. I think a couple of them who took jobs as teachers found that out."

When asked why the dispute had not been resolved during negotiations in Judge Wise's Court when a salary schedule had been agreed upon, Miss McGowan stated that as well as she could recall, there were no outstanding items

to prevent completion of the contract. "The board added new items to what had been agreed. While it wasn't what we wanted and we didn't think it was fair, in an effort to get schools open we agreed to it, and certainly no one in court who was an intelligent thinking being could have missed what was causing the problem, and that was the board entering new items even though they were warned by the judge at a previous hearing not to do this, or that he would not even attempt to settle the dispute. Even the second time in court the board added new items, and I think they were severely reprimanded by the judge. It certainly was not the teachers' adding new items because we had accepted [the contract proposal]."

The duration of the contract had been in dispute. Miss McGowan said that a two-year contract had been agreed to in June, but now the board wanted to change the termination date to a time after the opening of school two years later. "The termination date after the opening date of school two years hence would put us in the same position as we were already in when our contract expired on August 31, 1967, perhaps having to go back to school without a contract. This we certainly could not buy. We would have been idiotic to agree to go back to work two years later without a contract. It was an unreasonable request."

When asked about the term of contract being limited to one year by the union's bargaining team, Miss McGowan

replied that, "At one point in time after the situation deteriorated to such a degree that teachers lost respect for the board and felt that they were not acting in good faith, we felt that maybe we couldn't trust them to a two year contract. As you know the districts that had signed two or three year contracts the previous year were in serious trouble. Boards of education were begging teachers to let them reopen the contracts and add something to the salary schedules."

Miss McGowan felt that disputes concerning the school calendar were not impossibly difficult to resolve. When the calendar first became a concern, "We worked out a calendar that certainly would have been not at all disruptive to the educational program and was pretty much in line with the existing calendars for past years. I think we mapped it all out and presented it to the board but it still was not satisfactory. The days piled up more and more and we felt that this was not our fault but rather the board's fault. It was making it progressively harder to work out a calendar; however, I don't think it was an impossible task at any point in time."

In answer to the question as to the purpose of the teachers in submitting resignations following the injunction, she said, "I feel, of course, that these disputes cannot be settled in court. In tendering resignations, I feel that this was a tactical move decided on by the teachers. We made them aware that if the board continued on in the

direction of demanding more and more and giving less and less to us that we might be called upon to make good our resignations. I don't think we should have been in court to begin with, but tendering resignations was the only way we had to show the board we were serious, too. The resignations were tendered as a tactical move, another of them, since they were using every pressure tactic in the book on us. We really felt that they should have been accepted in that light. We were quite surprised--well not really. We knew that we were a small district and with the Wayne County Board [Association] and all the political discussion on collective bargaining for teachers, we knew we might be used as a test case."

"I think that the board attorney tried to make a name for himself. It's a new field. I don't think he minded a bit making a test case out of it."

Miss McGowan felt that the board acted to open school in the face of the strike as a bargaining maneuver. "They know that in any group of teachers there are some who are weak and that they could drag some in. I think they were surprised that no more came in than actually did. They got themselves out on a limb and then had to go out and try to recruit some more live bodies to put in front of the children. More and more they got themselves out on a limb. As facts indicated later they ended up having to sign some of them up. They didn't leave enough room for all and so on. Face

saving tactics became the rule of the day rather than the educational system and what they were doing to it."

"The board's action certainly was not educationally motivated. I have never seen boys and girls die because they missed a few days of school. I think that had the regular teachers returned under favorable circumstances, the experienced, well-qualified staff would have more than made up for any loss of time by hard work. They are the ones who are dedicated to education, not the pay check."

"The ones who went in--if you will search the records for their names on a committee that met after school for curriculum, I think you will find their names absent from the list. Many of these people are from double income families. I question their motives for teaching to begin with. In talking to one, her reason for teaching was to teach a few years to build up retirement. She just came into the profession late in life to begin with. That's one example. With others teaching is a second salary that enables them to live a little higher than they could without it. I think their dedication is to the dollar, which is their god, not the education of boys and girls or the profession to which they belong."

The board resisted hiring back striking teachers as a group because, "They burned their bridges on many stands that they took. They got themselves out on a limb trying to open schools. They got themselves committed to a few

people and they were probably bugging them for a contract. They were doing scab labor without a contract and didn't like it any more than we did. The board was forced to give them contracts and then this compounded the problem of assignment and transfer."

"Also, at this time the board had the community aroused emotionally--purposely--and it probably thought this was a good time to register complaints against teachers. The board probably felt that this might be a way of getting rid of a few teachers who were undesirable to them at that point in time. Again, we couldn't agree to that because we strongly feel that the tenure law provides three years [to dismiss teachers] and that we should not sacrifice members of the staff for something for which the administration was remiss in the past in not weeding them out in time."

Miss McGowan's response to the question of why the offer to rehire all teachers at an agreed upon salary schedule was rejected was, "It never came to us that way. We still understood that the proposal included a provision that twelve teachers would not be rehired, that teachers rehired would come in as new employees with weakened assignment and transfer position and that loss of pay would have nullified salary increases. I think it is a sad thing and again I emphasize the importance of face to face bargaining." She said that when that offer later came to light she sent a telegram to the board stating that if the board would accept all teachers

back unconditionally, that agreement could be reached through further negotiations. A reply was sent to the union stating that the board had not offered to rehire all teachers unconditionally [that offer had accompanied a number of other points].

Concerning the emphasis placed by the fact finder on the school calendar, Miss McGowan said that the fact finder offered the calendar proposal that the union had worked out and submitted to the board. The board's calendar proposal was punitive and included a loss of pay which would have nullified salary increases. Also, at that time, she noted, the board still wanted to re-bargain assignment and transfer even after the fact finder's report was released.

When asked about the role in the dispute that was played by the non-striking teachers, Miss McGowan said, "I think they played the role of any scab labor. They certainly were not the top people on the staff. They were not the dedicated people who were willing to work to improve curriculum or the profession. I think the records could be consulted on it. They were, on the whole, the teachers who were in and out with the bells. Certainly I think they lack integrity. If they aren't worth their signature I wouldn't want them teaching my kids. I think that they were certainly lacking in confidence in their own ability to teach, or perhaps if need be to get a job in another district if it came to that. They weren't sure enough of themselves to follow

through on what they signed their names to."

She felt that one mistake that had been made was to allow any intermediaries to come into the picture in collective bargaining. "We had the feeling that the board could not look us in the face, and I think we should not have bargained unless it was face to face with the board. I think that the board had taken over the function of bargaining from its team. The authority was gone from the team at this point. That is why I was insisting the week before school opened to have them get in there. It was obvious and evident that the board team did not have authority to bargain this year as well as last. This is why I insisted at the end of August that the board be present. There was also the time factor there if we were going to open school. We only had the one item to go. It certainly could have been accomplished in the week prior to Labor Day. After that point we should have said again, 'We're willing to bargain any time, any place, but face to face bargaining with the board.' I think messages get misconstrued and it's something that should be avoided in the future."

Concerning the question of collective bargaining for teachers, Miss McGowan said, "I think the day of paternalism of boards of education and administrators toward teachers is gone. I think that if we are ever going to become a profession and see the teaching profession appear in print without quotes around it--we are the only profession that doesn't

have control of the conditions under which we perform our services and this is a part of Webster's definition of a profession--I think it's high time that we have control of education. Who knows better what is good for curriculum and scheduling or any aspect of the educational process than the professionals in the field? To leave these matters to lay boards is to deny that teaching is a profession and is harmful to education. I think the collective bargaining law provides the machinery to give teachers a voice. As far as strikes, the collective bargaining law is worthless without the accompanying privilege of withholding services until an agreement is reached. This is the only weapon teachers have."

Miss McGowan felt that use had been made of services provided by law such as mediation, even the assistance of the full Labor Mediation Board, and fact finding. She said, "I think some means has to be devised and some authority given to the mediation board so that boards of education can't just flaunt the mediator's request to meet or bring about an agreement, or ignore the fact finder. We have to have some way to force boards of education who are unwilling to fulfill the law to do it. There has to be some means of forcing whichever side is reluctant to meet or conclude a contract to do so. The Labor Mediation Board, perhaps, should be given more authority. If they call a meeting and the board doesn't want to come, there is nothing that the Labor Mediation Board can do. In our case the fact finder

submitted a report and the board would not accept it." She felt that arbitration would just set up another agency and that the Labor Mediation Board could be given the power of final authority.

Miss McGowan also expressed the feeling that the board had been in error when it hired a superintendent and assistant superintendent in 1966, neither of whom had experience in collective bargaining. She felt that superintendents should assume the responsibility of bargaining and that they should be very sure of their position with their boards of education, and that they have authority to bargain. If not, she thought they were putting personal position ahead of the responsibility the job calls for. She said, "I think that as educators, superintendents should make a stand on this. First of all, they are educators and they should. Even if they have to come to the point of saying, 'If I'm not the educational leader then you better get somebody you have confidence enough in who will fulfill the role.' I don't think a superintendent should be an administrator for the board of education alone. He is hired as an educational leader and administrator to the board, but only to administer good education. As teachers have had to stand up I think superintendents are going to have to."

Miss McGowan also expressed concern over the make-up of boards of education with a suggestion that at least some board members should be educators. "I think that as we take

a close look not only in our district but in others we find people that are not knowledgeable and are not there for the right reasons but for political reasons or self gain. I think something should be done about that."

Miss McGowan said that in both years of bargaining the board team had asked to black out news and that the union had adhered to such an agreement while the board team did not. "If you are going to inform the community it should not be done by individual members informing certain groups of the community, appealing to their emotions and feeding them half truths such as 'Do you want the union to take over your district?' If you are going to inform the community both sides should do it openly in a debate."

"One thing that certainly disgusted the members of the teaching profession was to see the community acting like the rabble-rousers they were accusing us of being, asking a question and not letting us answer it. There were plants all over the place with slogans and cliches that appealed to emotions. Somebody had to set this up and I'm sure somebody did."

APPENDIX C

INTERVIEW WITH MARILYN TYKOCKI, TEACHERS' BARGAINING TEAM MEMBER

Miss Tykocki indicated that at the beginning of bargaining for the 1967-68 contract she expected that there would be little difficulty in reaching an agreement. She felt that the bargaining process would be largely a matter of working out "bugs" in the former contract rather than renegotiation of the entire thing.

She felt that teacher-board relationships were quite favorable during the first semester but that, "Once bargaining began the favorable board-teacher relationship began to disintegrate slowly but surely. Every meeting seemed to indicate that there was some lack of sincerity on the part of the board. Outside the bargaining sessions, from February on, there were too many executive sessions at board meetings."

Miss Tykocki felt that board executive sessions were longer and more frequent than they had been before. Too much was going on behind closed doors and these sessions caused a breakdown in relations between teachers, the board and the community. She thought that the board should have decided strategy during a crucial situation (such as

negotiations) at a time and place other than executive board meetings when so many people were waiting for board comments or decisions.

Miss Tykocki said that her reaction to the board's rejection of the proposed contract was "utter and total shock." She said, "I was very personally involved in this. I was even working in the board office helping to put the contract together and to staple it. I thought we were going to make a milestone in Michigan educational history with this contract. I didn't believe the board could reject it. I was shocked."

When asked if the board's team had authority to bargain, she responded with a very emphatic, "No!" She said, "From personal observation and from testimony in the unfair labor practice hearing later in the summer, it was evident that at points when a decision had to be made, the team could not or would not function without the presence of the attorney. We could probably have wrapped up the contract with far less antagonism had the attorney not been a part of the team."

"Also, it is illegal for the board to act other than by an official resolution. Under testimony at the Labor Mediation Board hearing Mr. Gabriel revealed that Mr. Targan had to be present before decisions could be made. One example of the board's duplicity is evident in that the record shows that the board's resolution appointing its bargaining

team did not specify that the attorney had to be present. A motion to that effect had been made by Mr. Gabriel but it was not passed by the board. It was the intent of the board, however, that Mr. Targan be present at all bargaining sessions. These occurrences evidenced a major problem the teachers had to face constantly--board duplicity."

Miss Tykocki felt that the board's rejection of the proposed contract in June was a factor in conditions that led to the strike, at least at its beginning. She said, "We felt that we had to take a hard line since the board had taken this extremely hard line in June. I think it was always in the back of our minds that since the board rejected the contract once, what are they up to now? But as we realized that school was not going to open, the rejection of the contract became of no consequence from mid-September on, since so many new objectives and problems superceded this one, such as the board's rejection of our counter-offers on salary, the board's attempt to retract the assignment and transfer agreement, and the board's attempt to change the structure of the salary schedule."

She felt that the union had made a big move in its offer to reduce the rank provision of the proposed contract from 13th place to 16th, and that by so doing it had made a serious attempt to settle the contract prior to the strike. "We didn't know what would come of that move, but we took

the gamble." She felt that the board couldn't have been trying to settle the dispute prior to Labor Day, "Or they wouldn't have been playing games as late as the night before school was due to open. I feel at this point that the superintendent was aware of the fact that something had better be done pretty quickly. He might have been pushing for a contract but I believe that at this time he might have been under the thumb of the board and that the board was going to push its influence on the contract to the ultimate. The contract was going to be the board's, or in other words, slanted in the board's favor."

"Salary schedule ranking was a very important item as far as the teachers were concerned at the beginning of salary negotiations. We were bargaining at a time when there were many unknown economic factors such as state aid; we also had a millage problem at that time. The analysis that we made indicated that the 13th rank was a very equitable position. It was a strong point with the teachers since we were expecting to ratify the contract in June and if we didn't build something into the agreement to protect us we could easily have become a non-competitive district. We honestly felt that this ranking was not going to antagonize the board or the community. We expected it to protect our salaries in light of the districts around us."

Miss Tykocki indicated that she had not anticipated anything in the way of conflict that later developed during

the strike. "I felt that what we decided to do--withhold services--was a maneuver to put pressure on the board so that the contract could be ratified by both sides as soon as possible. I certainly never thought it would go to the extremes that it did. I was quite disgusted and disappointed, and I feel that the majority of teachers never thought that a community and a board could treat them in the manner they were being treated. As time progressed these feelings kept getting stronger." She added that, "None of this started until two weeks after school was supposed to open. In that two-week period none of the teachers were working. The picketing was in response to board actions. We used union tactics to counteract board tactics."

The act of submitting resignations was described as "obviously an exertion of pressure to get the contract ratified. We certainly didn't think that North Dearborn Heights would want to rid itself of eighty of its best teachers."

She felt that the board accepted the resignations because it was an excellent opportunity to break what they thought was the power of the teachers' group. "I think this was further evidence that the board did not want a contract such as we were trying to bargain. [They thought] that by accepting our resignations and possibly hiring in scab teachers that the contract that they finally agreed upon would be a contract that would be very definitely slanted in favor of board power and not giving teachers what I

feel they really deserved."

In answer to the question of why the board resisted the rehiring of teachers after they had resigned, Miss Tykocki said, "I feel that this became a strategy game too with the board. They could never give us an adequate [answer as to the] number of teachers who had been replaced by newly hired teachers. They said they couldn't hire us all back because they had let other people sign contracts. When it came down to the point of 'Well, who do you want to get rid of?' we couldn't get a definite answer. There was a feeling among the staff that this was an opportunity for the board to replace existing teachers, but the board would never give us numbers or names."

When asked what part the non-striking teachers played in the dispute, Miss Tykocki said, "None--except to ruin the whole thing. If they had kept out of the classrooms, along with the rest of us who were willing to sacrifice some money, the schools wouldn't have been opened. They definitely were very harmful and destructive to the whole thing."

Miss Tykocki said that the union had never received an offer to rehire all teachers with an equitable arrangement for loss of pay. She said, "Even as late as the 15th of October there was still a stipulation that everybody would come back as new employees. They would have to reapply for their jobs. They would have to come in as new teachers and the tenure law would take over and apply. We never received

an offer to take back all teachers as you described it."

When asked if there was anything else that the union could have done to reach an agreement with the board, she said, "No! We tried all the way--too hard. I personally feel that we were honest, we were fair, we were open, we tried to be as factual about things as we could be. We naturally used bargaining strategy as you did, but never with a deceptive tone to it as I felt the board did. I honestly feel that we bargained in good faith the entire time."

Miss Tykocki said that, "Collective bargaining for teachers is the only tool that we have at the moment to aid us to become what we should--a profession. It's quite unfortunate that other professions don't have to bargain collectively with their employers. Handled in the right way with both sides bargaining in good faith, collective bargaining is the only way teachers are ever going to achieve the status or standard they deserve." Concerning the right of teachers to strike, she said, "Certainly, don't take it away from us. If other groups can strike, why not teachers?"

Comments were made by Miss Tykocki at the end of the scheduled interview. These included the following: "One of the greatest detriments to settling the whole dispute in North Dearborn Heights was this inability on the part of the board to remain stable in its objections to the contract. Under testimony in the summer there were five or six items

the board didn't like. Those were renegotiated and before you knew it two or three new things were on the table. This was a constant board tactic. . . . Many of the board's objections to the contract seemed to be punitive measures for teachers, such as the assignment and transfer of teachers which was all right with the board in June, and was all right in the August Labor Mediation Board hearing, but the board tried to take it away later."

Another point emphasized by Miss Tykocki was that the superintendent, if he is hired for a job should be given full authority to do the job. If he is bargaining he should bargain with authority to make decisions. Also, she felt that the board should recognize that collective bargaining is here and that the board should not be a political animal. She said, "I had the feeling throughout the entire crisis that there were so many by-plays of politics and under the table moves that it became totally disgusting. I think the board should concern itself with educating the children of the district instead of worrying about their own political careers or personal gain."

Miss Tykocki said that if the community is to be informed about negotiating progress then it could not be done as it was in North Dearborn Heights. "It was like a propaganda move on both sides," she said. "Of course, I felt we told the truth. I don't think the board should try to dupe a very ill-informed community into taking sides which our

board certainly did. They were so successful that in two weeks time I think some of us could have been lynched in front of the school. This results from ignorance and somehow we have to raise the knowledge of the community as to what collective bargaining is and what's going on."

Finally, Miss Tykocki believed that an attorney should not be a part of the collective bargaining procedure. He should not sit in on bargaining meetings unless there is a legal matter to be considered.

APPENDIX D

INTERVIEW WITH PEGGY WHITE, TEACHERS' BARGAINING TEAM MEMBER

Mrs. White said that as of June, 1967, she did not expect that there would be major difficulties between the teachers and the board in their bargaining situation. She was concerned about the delay in negotiations but was relieved when it appeared that tentative agreement between the board and teacher bargaining teams had been reached before the middle of June. "I thought, well, we made it home, and it is going to be great in September," she said.

She indicated that the union team had worked very hard to maintain good relationships during the bargaining sessions in 1967. "We were determined to do our best to keep things on the level. I think a few of the grievances that had occurred during the year had tended to make the board team a little bit leary. They were going to get rid of these things in some way or another and they were going to fight it in the new contract. They were not going to let the teachers be on top or have these things. She felt that the board's attorney had been difficult to get along with in negotiating sessions. "He has gestures and mannerisms that rub people the wrong way, and he intends to, I

think. I don't think this makes for very good relations. I think the board, politically, had some reasons for their actions. I don't think they were in a big hurry to get a contract."

The previous contract appeared to Mrs. White to be working well. She said, "I thought we had a very good contract. I think people shouldn't be worried about grievances and if it hurt either side certainly you want to straighten them out. But if people are going to keep this and have this as a stop-gap to completing another contract, I think it's really too bad because we certainly know there's going to be disagreements. There's going to be a different interpretation, which we found out."

Reaction to the board's rejection of the tentative agreement in June was described as complete and utter shock. "We heard about the board's action at its meeting. . . . After the shock, there was a little bit of irritation and anger that set in. We could hardly believe what had happened. . . . We had been just elated with the contract and could hardly believe the turn of events. We wondered, 'What are they trying to pull?' We seemed to have gotten agreement with the team and now we wondered what the board was trying to do."

Mrs. White did not feel that the board's rejection of the contract had a great deal to do with the ultimate development of the strike. She felt that with negotiations

called off during the summer, both teams had a cooling off period and that the teachers were looking forward to reaching agreement once negotiations began again late in August and in early September. "From what we had learned there wasn't that much to be worked out. But things kept coming up as we kept meeting at that late date. . . . Even though the contract had been rejected in June we knew we had all this material. They had given four or five items down at the labor mediation board as to possible reasons. We thought, 'Certainly we want to get back and certainly they want to open their schools and this thing is going to go until its finished.' I really thought there would be some around the clock bargaining."

Mrs. White said that she was disappointed with the superintendent's role in negotiations. "I feel that he is the head authority in the school district and as head authority, he is the most knowledgeable person as to what the district can do. I feel that the superintendent lacked the security of the backing of his board." Mrs. White had not noticed any difference in the board's bargaining team and its authority to negotiate in economic or non-economic matters. She felt that there was a lack of authority in both areas. She said, "The main points that we had difficulty with were the points that we had had difficulty with in the last contract. These were things dealing with powers of the board. The team apparently did not intend to give any

of the rights and privileges of the board away, even though this was collective bargaining. They intended that the board would be paternalistic in its approach to these matters."

Regarding the publication of the trial examiner's report of the unfair labor practice charge, Mrs. White felt that that report which was favorable to the board's position had been used by the board to improve its bargaining position in the eyes of the uninformed public. "The unfair labor practice hearing was won by the board on a technicality. Again, I feel that the board as individuals had given the superintendent their word that the proposed contract was acceptable. Then, apparently, somebody did a little bit of lobbying and they changed their minds. I feel that their integrity can be questioned. . . . I feel they used the unfair labor practice decision because they lost the year before. They didn't like the fact that they had lost before and I think they used this victory throughout negotiations. It bolstered the board's position and they used it to the end."

Mrs. White did not think that the salary schedule was as important to the teachers when it came time to decide whether or not to go on strike as the fact that they did not have a contract. The union's position was that the contract was not complete without a salary schedule and that the teachers were not willing to work without a contract.

She felt that the board had made salary the important issue when it rejected the contract proposal in June. "This was their big item," she said. "They didn't like ranking. Later there were proposals made that eliminated ranking and that did fit in to the money category that was available to the board."

It was Mrs. White's feeling that the union bargaining team had done all it could to get an agreement on the salary question before the strike began. She felt that the union had taken a big gamble in accepting the ranking position. "With the salary scale as it was written down, we could have come in quite low as compared with the money that the board had available. I think that we had made a good offer and I think that the superintendent realized that it was feasible and that it was a fair salary schedule. We had gone back over the past years and found that salaries in North Dearborn Heights stayed at about the half way point among the districts we compared ourselves with." She felt that the board had not made a sincere effort to reach an agreement. "I think they thought they could scare us and they did use some scare tactics. I feel that around the clock bargaining can do a lot. All right, so you get tired. Too bad. But when you take time off and quit the bargaining sessions you get to thinking and mulling things over and problems develop. I think you have to knock heads and keep at it to get an agreement. I don't think the board put in

the time and effort that was necessary in a crisis situation if they wanted their educational program to be carried on. I know that each member on our team was willing to go. We were tired also, we had meetings with our membership, etc. We were very busy people but we were willing to bargain. We intended to go back to North Dearborn Heights. I did. I had no reason not to, but having a contract was an important thing to me as a teacher and as an educator. I wanted to see the profession built up and I think these negotiations can help."

Mrs. White said that after the strike had begun, she didn't notice a change in the board's bargaining position but that she did believe that the board was not anxious to have a contract at that time. She referred to a number of salary proposals that had been made unsuccessfully. "I think that the board had every opportunity to reach an agreement if the problem had only been salary. Other questions came up and the board seemed to be putting the teachers in the position of you give, you give, you give, you give, and as soon as you give one thing, then you are going to give us something else. When it came to the point of having to give twelve teachers, I don't feel that I'm in the position to sell out twelve teachers. That was the straw that broke the camel's back."

Mrs. White pointed out that the union had lowered its demand for the thirteenth position ranking clause among a

group of thirty-two school districts to sixteenth position. This was done in an attempt to preserve the structure of the salary schedule and to keep the district at least competitive for professional teachers. "We weren't too pleased to drop that low, but it was an effort to meet the board and to reach a compromise."

According to Mrs. White the union had not intended that the strike would become bitter as it did later on. At first there was no picketing for a period of about two weeks. The teachers considered it a work stoppage and not a strike. "We had no contract and we were told that under law we had a right to a contract. The law isn't quite clear it seems, but we felt that without a contract we weren't forced to work. I don't think that any of us felt that the work stoppage would go to any length. We felt that by not working we would show that we wanted a contract and that without it they weren't going to receive our services."

Mrs. White was asked why the union chose to submit resignations rather than follow the court order by returning back to classrooms. Her response was that the hearing was not really very fair. "Rather than hearing a show cause, the judge chose to try to negotiate a settlement. He worked basically with the lawyers, rather than allowing the board and the teachers to negotiate face to face. I feel that I didn't break the law. The law gave us a right to a contract under Public Act 379. The board did not see fit to reach

an agreement but we were told to go back to work. By resigning, we had no more tie with the district and so we were not forced to go back to work without a contract." She noted that the union had earlier agreed to a two year contract which the board had rejected.

Mrs. White said that she did not believe that when the board first accepted teacher resignations, the members expected that the resignations would be permanent. She felt that this was a tactic used by the board to put it in a stronger bargaining position. She also mentioned that the board attorney was a big factor in the decision of the board to accept the resignations. "In another school district that he represented, they had received resignations from teachers, had accepted them and then refused to recognize the resignations. This gave him an opportunity to try both methods in the districts that he represented to see which one was more satisfactory. It was easier to replace teachers in our smaller district." When asked why the board resisted hiring back teachers later on in the dispute, Mrs. White felt that the board believed that there were some teachers who were not performing satisfactorily. She felt that the administration had not done the job it should have in screening out ineffective teachers before they got on tenure and that this was not the time to resolve the problem.

"The board would never give names of the people they wanted to get rid of. We asked many times from the time

they said that they would not take back twelve, until they said they would not take back thirty, because they had been replaced. Never could we learn the area or the teacher involved."

Concerning the question of why agreement was not reached in the Labor Mediation Board offices when the board offered to reinstate all teachers, Mrs. White said that the union had not understood the offer to be made in those terms. The board offer had been sent to the teachers through the mediators. Mrs. White said that the offer was received by the teachers in terms of, "There will be another day to fight a new battle but if I can get all of the teachers back, would you accept this offer?" She said, "At that time, this is the way the offer was brought to us. We were still worried about the twelve people who might not be accepted back and we were left hanging on a limb. The answer of the union at that time was, 'We want to know--can you get them back?' We were never given that answer. Our impression was that we would have to lose twelve teachers. I don't think that we had the right as human beings in the bargaining team to say, 'We'll give up twelve people.' I could never have agreed to that."

Mrs. White felt that the board continued to require replacing twelve people, but that she felt that the board would have been satisfied with a smaller number. "It finally got to the point that I felt that if the board wanted to save face and had it not been out of order I would have offered

to leave myself. I'll go as your sacrificial lamb. If you want to show that you have won by getting rid of one or two teachers, I'll go. I felt that the board was in the position that they had to get rid of a few teachers in order to show the public that they had won something. They wanted to show that they were not going to take these teachers (who had been described in a flyer circulated in the school district as nasty, alien, rabble-rousing goons) all back."

Reference was made to the school calendar which had been emphasized by fact finder Herman's report. Mrs. White indicated that the calendar was important to the teachers, because it tied in with the entire contract as it related to the salary schedule and time lost. She believed that if the calendar had not been adjusted the teachers would be penalized for some of the time they had not worked. The teachers wanted to adjust the calendar to allow them to put in a full year's work. There was no agreement as to whether time would be made up or as to how it would be made up. She commented that the union had accepted the fact finder's report but that the board had not.

Mrs. White was asked what part the non-striking teachers had played in the dispute. Her answer was that they played an important role and that they did not stick with their professional group. She felt that their return to work was a big factor and that the teachers who did return to

work were lacking in personal integrity. "There were people who had signed a written statement of resignation, but who changed their mind as the result of a little bit of scare tactics. They said, 'I'm with you,' one minute, but later they were running scared and said they were not with us. I feel that there was a lack of unity and that professional goals were not uppermost in these people's minds. They put money above personal integrity and goals. I don't think that I could have gone back into that building and carried on good educational processes with only a staff of thirty doing a job which had previously required one hundred sixteen."

The thing that Mrs. White felt that could have been done to have improved chances for reaching an agreement was to sit down with the board in negotiations. She could not understand why the board was so "afraid to negotiate." She said, "If tempers fly, well, good, let the fur fly and maybe an agreement can be reached. But for some reason the board would not sit down and face us, and talk with us directly. We had people mediating between the board and the teachers, we had people in two or three different rooms, lawyers and the mediators, etc., why not get the people that are having trouble together? We were willing to work at any time, on weekends or all night. I think we made every effort to accept practically anything that was reasonable including proposals by fact finder Herman, Judge Wise, Mayor Canfield and Representative Young."

Mrs. White said that the teachers had a right to collective bargaining. "I think it is a very good thing. This is a profession. Teachers are directly involved. I think we had a very good contract and I thought we had a very good staff. I had been with the district for five years and I had seen a great deal of progress. The district had reached a point where it could be very proud of the teaching that was going on. I felt proud to be a part of the staff. Certainly there were some people that we didn't like as well, but I thought the teachers as a whole were doing a very fine job. As far as the right to strike, I don't believe there should be any necessity for striking if things are going on in the good faith that they should be. I think this is the whole problem: that of the board's not being willing to give up the power that they have had. They worked as individuals, not as a group. They wanted to be in the position of being able to say to the teachers, 'I give this to you and I want you to thank me.' Teachers are not children and we do have goals of our own." She felt that proposals such as automatic injunctions would not work. She thought that possibly a deadline could be set and if an agreement is not reached, then both sides would be forced to negotiate continuously until agreement is reached.

Mrs. White felt that the collective bargaining legislation should strengthen Act 379 rather than weaken it. She felt that teachers are going to become more involved in

election processes, that they will find people to seek election who will back good education.

Mrs. White felt that the board of education in the North Dearborn Heights District was very unstable. She said that there had been a lot of resignations and then members who had resigned were reappointed. This was certainly an indication of strife, she felt. "I don't think the board members get along well together. I think that some of them have motives for being on the board other than just education. I think the board made a mistake in 1966 when they hired a superintendent and an assistant superintendent who did not have experience in negotiations. They should have been able to hire someone who had some experience and finesse in this area and relied on him rather than on a lawyer for that sort of experience. Also, I think the superintendent was a little weak because he didn't demand from his board the authority that he should have had as a top administrator in the district. I don't think that this person is getting the backing that he deserves from the men that hired him. I feel that this man knows what is going on, he knows who the good teachers are, and who is doing a good job and the authority should be given to him."

MICHIGAN STATE UNIVERSITY LIBRARIES



3 1293 03168 8405