

A CASE STUDY OF THE PUBLIC SCHOOL
COLLECTIVE NEGOTIATIONS PROCESS
DESIGNED FOR THE USE OF
ADMINISTRATORS-IN-TRAINING

Thesis for the Degree of Ed. D.
MICHIGAN STATE UNIVERSITY
PERRY KEITH GREGG
1969

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NEGOTIATIONS PROCESS DESIGNED FOR THE USE OF
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A CASE STUDY OF THE SCHOOL BOARD COLLECTIVE
NEGOTIATIONS PROCESS AND THE ROLE OF
ADMINISTRATORS

First Year

Some degree of knowledge about the process of collective negotiations in public schools is becoming necessary for school administrators throughout the United States. Collective negotiations between teacher organizations and boards of education is becoming an ever more prevalent practice. With the increasing use of this process it has become incumbent on prospective administrators to include study in the area of collective negotiations in their training programs.

The purpose of this study was to define and analyze the negotiations process in a single school district as it occurred in 1968 in such a manner that a potential administrator could gain increased understanding for the administrator's position and learn from the case study. In accomplishing this purpose, the study attempted to

ABSTRACT

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By

Perry Keith Gregg

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The purpose of this study was to define and analyze the negotiations process in a single school district as it occurred in 1968 in such a manner that a potential administrator could gain increased understanding for the administrator's position and learn from the case study. In accomplishing this purpose, the study attempted to:

1. Provide an examination of the literature relative to the history, process and climate of collective negotiations in public schools.
2. Provide an analysis of interaction during the actual bargaining process.
3. Provide an analysis of the proposals of each side and of the resultant agreement.
4. Provide an analysis of those factors in the bargaining process which might be meaningful for administrators-in-training in terms of areas of study.
5. Provide an analysis of school and community climate as it related to areas of study for preservice administrators.
6. Provide an analysis of the crucial issues and of conflict in the case under study.
7. Provide some conclusions as a result of the study's development.
8. Provide some recommendations as a result of the study's development.
9. Provide some suggestions for additional research based on results of this study.

The writer observed the at-the-table negotiating and employed Bales' instrument for interaction process analysis to record the interaction. The instrument was

not used precisely in the manner that Bales describes but rather as a method to provide a set of categories which gave structure and continuity to the observations. The proposals of each team were defined and what was placed in the final agreement was described in relation to those proposals. An analysis of this procedure was included. All negotiations team members (teacher association and board) were subjected to a structured interview. This interview was designed to gather data to deal with the four following areas:

1. Factors which might be meaningful in determining areas of study for administrators-in-training.
2. The school and community climate relative to areas which prospective administrators often study.
3. The crucial issues as perceived by negotiating team members in the case under study.
4. The conflict involved, and suggestions for a positive prospective negotiations team member.

The development of the study produced some major findings. The preponderance of the literature seemed to indicate that the administrator cannot approach collective negotiations from a neutral position. It appeared that he is a part of management and must necessarily represent the management position in the collective negotiations process.

2. The literature and the responses of team members in the case under study indicated that careful planning and adequate time for it are key factors to successful the negotiations. uations and from the literature indicated

3. The literature and team members responses indicated that collective negotiations has developed the teacher-community confrontation relative to school finance. This increased confrontation has brought with it an increased interest and awareness by the community in the public gers, school and its problems. weapon of the Board of education

4. The Bales' instrument data indicated that in this particular case the Teacher Team and the Board Team were no more or no less concerned with teacher welfare issues ght than they were with instructional issues. training, and the

5. The Bales' instrument data indicated that the of Board Team created more interaction at the bargaining table particularly in task behavior and negative social emotional behavior. The Teacher Team initiated more positive social emotional behavior. A tabulation of what happened to each team's original proposals indicated that the Board Team had more proposals accepted in their original form or with only minor changes than did the Teacher Team.

6. Team members responses indicated that college preparation programs and school district inservice

programs need to give more attention to preparing administrators in the collective negotiations process.

7. Data derived from the Bales' instrument, from the interview situations and from the literature indicated that teachers are becoming increasingly interested in accomplishing school policy changes other than salary scheduling through the use of collective negotiations.

8. The literature and the interview data indicated that, although they must be aware of the inherent dangers, taking a strike can be a weapon of the board of education just as instituting a strike can be a weapon of the teacher organization.

The study was designed as case material which might be useful for study for administrators-in-training, and the data and analyses were selected as pertinent aspects of this particular case.

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NEGOTIATIONS PROCESS DESIGNED FOR THE USE OF
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By Unfortunately space does not allow including all of them by name.

Perry Keith Gregg

Particular appreciation goes to Dr. Clyde Campbell who provided continuing inspiration and encouragement both as a committee member and as a friend. The guidance and direction of Dr. David Smith, who chaired the committee and directed the study was of a type that can only be labeled "top quality." Appreciation also goes to the other committee members, Dr. Dale Alan and Dr. James McKee.

A THESIS

For the time submitted to Mrs. Elsie Coleman and Mr. Michigan State University in partial fulfillment of the requirements writer is grateful for the degree of

Thank-you DOCTOR OF EDUCATION children, Sharon, Carl and Jim who gave in many ways so that Dad could work College of Education on his degree.

Department of Administration and Higher Education is gratefully extended to his wife Lois, without her patient forbearance and her many hours of assistance, completion of the doctoral program would have been much less likely.

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The writer would like to express his appreciation to all of the people who provided him with assistance in the development of this thesis. Unfortunately space does not allow including all of them by name.

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For the time and direction that Mrs. Rhee Coleman and Mr. Larry Lazotte gave to the total effort, the writer is grateful.

Thank-yous are due the writer's children, Sharon, Gail and Jim who gave in many ways so that Dad could work on his degree.

Finally and most of all the writer's appreciation is gratefully extended to his wife Lois. Without her patient forbearance and her many hours of assistance, completion of the doctoral program would have been much less likely.

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over recent years. Written agreements between boards of education and their teacher employees which established school district policy are becoming ever more prevalent. Doherty indicates that school policy which is determined bilaterally is becoming the norm as collective negotiations between teacher organizations and school boards show rapid growth on both local and state levels.¹ Seventeen states had statutes on collective negotiations in December, 1968, and it was predicted that many others would be adopting such statutes in the near future.² Michigan's statute (P.A. 379) has been in effect since 1965 and may be one

¹Robert E. Doherty, "The Impact of Teacher Organizations upon Setting School Policies," Education Clearing House, Vol. 40, No. 9, May, 1964, pp. 427-431.

²Owen Nelson, "FM Agreements are Reached in Many Montana School Systems," Montana Education, Vol. 31, No. 1, December 16, 1968, p. 2.

CHAPTER I

STATEMENT OF THE PROBLEM

Introduction

Knowledge of the process of collective negotiations has become an important tool of the school administrator over recent years. Written agreements between boards of education and their teacher employees which established school district policy are becoming ever more prevalent. Doherty indicates that school policy which is determined bilaterally is becoming the norm as collective negotiations between teacher organizations and school boards show rapid growth on both local and state levels.¹ Seventeen states had statutes on collective negotiations in December, 1968, and it was predicted that many others would be adopting such statutes in the near future.² Michigan's statute (P.A. 379) has been in effect since 1965 and may be one

¹Robert E. Doherty, "The Impact of Teacher Organizations upon Setting School Policies: Negotiation," Clearing House, Vol. 40, No. 9, May, 1966, pp. 522-523.

²Owen Nelson, "PN Agreements are Needed in Every Montana School System," Montana Education, Vol. 45, No. 6, December 16, 1968, p. 2.

of the most far-reaching in that it requires that public employers shall bargain with the legal representatives of their employees when petitioned to do so. During the four years that have passed since the passage of this act, Michigan's public school educators and school board members have been living through the trauma of acquiring experience and knowledge in the collective negotiations process. During this period, a number of strikes have occurred in Michigan school districts. One of the most dramatic of these was in North Dearborn Heights where an extended battle between teachers and board in 1967 caused disruptions in classes and schedules as late as November.³ There have been, however, collective agreements established between school boards and teacher organizations in 538 of Michigan's 540 school districts for the 1968-69 school year.⁴

As prospective school administrators prepare themselves for the field, it becomes imperative that part of their preparation be devoted to obtaining knowledge in the area of collective negotiations. It seems evident that

³William Rogers, "A Case Study of the North Dearborn Heights Teachers' Strike" (unpublished Doctoral Dissertation, Michigan State University, 1968), pp. 106-107.

⁴This information was obtained by telephone from the Michigan Education Association Research Office in East Lansing, Michigan.

administrators of the future will probably be involved in collective negotiations and that knowledge in the area may be one of the tools of their trade.

The Problem

The purpose of this study is to define and analyze the negotiations process in a single school district as it occurred in 1968 in such a manner that a potential administrator can gain increased understanding for the administrator's position, and learn from the case study. In accomplishing this purpose, the study attempts to:

1. Provide an analysis of interaction during the actual bargaining process.
2. Provide an analysis of the proposals of each side and of the resultant agreement.
3. Provide an analysis of those factors in the bargaining process which might be meaningful to a course of study for preservice administrators in terms of areas of study.
4. Provide an analysis of the crucial issues and of conflict in the process as seen by team members.
5. Suggest additional research to ascertain training needed by administrators for participation in collective negotiations.

Edward B. Shils and C. Taylor Whitler, *Public School Administrators, and Collective Bargaining* (New York: Thomas Y. Crowell and Co., 1968), p. 174.

Significance of the Problem

Collective negotiations is a relatively new problem for school administrators. Administrators have not generally felt that they have received the training which prepared them to deal with this problem. Scott indicated that every superintendent contacted in his study felt that more preparation in collective negotiations was necessary.⁵ It has been natural for those in the public sector, both managers and managed, to turn to the body of knowledge and experience which has been developed over a number of years in the private sector. The influence of collective bargaining procedures and techniques as developed in industry is apparent in much of what has occurred recently in the public sector and more specifically in public education. This was a natural development and public educators may have been fortunate, in that they did have somewhere to go for assistance. Shils and Whittier do point out, however, that both administrators and teachers need special training and education in the area of bargaining in public education.⁶ Hildebrand says

⁵Walter W. Scott, "A Study of Preparation Programs in School Administration as Affected by Collective Negotiation" (unpublished Doctoral Dissertation, Michigan State University, 1966), p. 97.

⁶Edward B. Shils and C. Taylor Whittier, Teachers, Administrators, and Collective Bargaining (New York: Thomas Y. Crowell and Co., 1968), p. 334.

The pressure for collective bargaining in the public domain is certain to grow. To meet it intelligently calls for the design of a whole new apparatus of institutional mechanisms.⁷

Use of the case study as a method of presenting material which may be useful to those seeking knowledge in an area has been an accepted practice for some time. Olson has indicated that one of the unique contributions of case study to general knowledge can be the provision of case materials for instructional purposes and to improve the curriculum.⁸ Good and Scates suggest that the case study method of research is complimentary to the experimental method and that first-hand contact with field situations with resulting case histories is a contribution to the substantive literature in the field.⁹

The case which is under study in this treatise was selected with the hope that it might provide material which would be useful for study by administrators-in-training. A case was sought for the study in which the possibility of conflict existed and in which the writer would be

⁷George H. Hildebrand, "The Public Sector," in Frontiers of Collective Bargaining, ed. by John T. Dunlap and Neil W. Chamberlain (New York: Harper and Row Publishers, 1967), p. 154.

⁸Willard C. Olson, "The Case Method," Review of Educational Research, Vol. 9, No. 5, December, 1939, pp. 486-87.

⁹Carter V. Good and Douglas E. Scates, Methods of Research (New York: Appleton-Century-Crofts, Inc., 1954), p. 776.

allowed to observe the process of across-the-table bargaining taking place and to make other investigations necessary to presenting a useful case.

Definition of Terms

Case study--a procedure which takes into account all pertinent aspects of one thing or situation.¹⁰

Collective negotiations--a process whereby employees as a group bargain in good faith with their employers on the conditions of their employment relationship, for the purpose of reaching a mutually acceptable agreement.¹¹ For the purposes of this study the term "collective negotiations" will be considered to be synonymous with the terms "collective bargaining" and "professional negotiation."

Board team--the negotiating team which represented the Board of Education. Its three-man membership consisted of the deputy superintendent whose major responsibilities to the school district lie in the area of curriculum and instruction--the assistant superintendent in charge of finance, and a lawyer employed by the Board as a team

¹⁰Ibid., p. 726.

¹¹Myron Lieberman and Michael H. Moskow, Collective Negotiations for Teachers (Chicago: Rand McNalley and Co., 1966), pp. 1-2.

member, who had an extensive background in labor relations in the private sector. This team has worked together in negotiating for the Board for the three years that negotiations has been in effect in the district.

Teacher Association team--negotiating team representing the teachers association. Its four-man membership consisted of the president of the association and three other teacher members. All were secondary school teachers and it was the first year on the negotiating team for all four.

The remaining definitions refer to the interview instrument which was administered to all negotiating team members.

Training--the types of training or areas of study in which administrators-in-training and teachers-in-training may be involved. It was intended to determine how relevant to collective negotiations the team members felt these areas of study to be.

Climate--the effect of collective negotiations on the educational climate of the school and community as it relates to the areas of study to which administrators and teachers are exposed during preservice training.

Crucial Issues--those issues which the team members deemed most crucial during the process of collective negotiations.

Conflict--the conflict potential during the process of negotiations as perceived by the team members.

Assumptions

This study depends in its development on some basic assumptions.

1. School administrators-in-training have not been receiving extensive training in the art, or the science, of collective negotiations.
2. The practice of collective negotiations between teacher groups and school boards will continue to grow and develop throughout the United States.
3. The experience which they have had at the bargaining table plus the educational background of the bargaining team members allows them to speak with some degree of authority.
4. Material of the case study type is needed so that future administrators have available material which is real-world oriented and which they can discuss, criticize, and use as a base for generating ideas.
5. Certain items in the agreement may be assigned to two general categories, teacher welfare and instruction. It is recognized that the writer must be somewhat arbitrary in such assignments: yet for the purposes of the study, it is necessary.

Delimitations of the Study

This study is limited to the investigation and analysis of the negotiations process in a single case. Although setting and background information relative to the case are provided, no attempt is made to link these as causative factors to events which took place in the process of negotiations.

A case study carries obvious research limitations. It must be viewed as a single case and it must be recognized that in any implications drawn from a case study there is a danger in applying these to the general population in that any case will probably have certain unique features not generally applicable. An attempt was made to take this limitation into consideration in the development of this study.

The purpose of the use of the Bales Interaction Process Analysis instrument was limited to three areas: (1) to determine the type and amount of interaction that developed around welfare items in the agreement and around items relating to instruction; (2) to determine the type and amount of interaction provided by each team in relation to the various items under negotiation; (3) to determine the amount of time given to the various items under negotiation.

The determination of whether an issue should be classified as an instructional issue or one of teacher welfare was based on the subjective evaluation of the writer and was limited to the following criteria: If the concern of the Teacher Negotiating Team members appeared to be more involved with the effect of the proposed issue on the students and the general instructional environment the issue was determined to be one of instruction. If the concern of the Teacher Team members appeared to be more involved with the effect of the proposed issue on teachers and their particular environment the issue was determined to be one of teacher welfare.

The observation of interaction was limited to at-the-table bargaining. Since the researcher could not be in two places at once, it was decided that he would not observe the teams when they went into private caucus.

The observation of interaction was limited to the final twelve sessions of negotiation during July and August.

The study is limited by the fact that its focus is on administration. Its purpose is to provide material which may be useful to administrators-in-training. The writer attempted to be as objective and unbiased as possible in the development of the study; however, the conditions above are stated as a limitation.

Summary and Overview

The use of the collective negotiation process as a method for attaining bilateral policy determination in public education has grown a great deal over the past ten years. Such use seems destined for a good deal more growth as teachers over the Nation press for laws which are favorable to their participation in decision making.

With the growth and development of collective negotiations in public education, those who are training to become administrators need to have available additional materials which deal with the subject. One type of material which is useful for study, discussion, and idea development is the case study. This study is designed to fulfill such a purpose.

This chapter has attempted to describe a need of administrators-in-training and how this study has been designed so as to partially fulfill that need.

Chapter II, which is a selected review of the literature, is divided into three sections. The first describes the history of the development of collective negotiations in public education. The second is an attempt to abstract from the literature that which deals with the negotiations process as it relates to education. The third is aimed at the relationship between collective

negotiations and the educational climate in schools and their communities.

Chapter III describes the data which was collected with the objective of making this a useful case. How the district involved in the study was selected and how permission to do the study was sought and attained is also a part of the discussion. Demographic data dealing with this district is another part of this chapter.

Chapter IV provides an analysis of the data which was collected. This includes the material obtained through (1) the use of the Bales' Instrument, (2) that obtained relative to each party's input in proposals and the outcome in the Final Agreement, and (3) that obtained through the use of the interview which was structured for the study.

A summary with recommendations and conclusions comprises the fifth chapter which concludes the report. Also included in the chapter are suggestions for further study.

The third area was related to the effect of collective negotiations on the educational climate in the community. This section of the review was aimed at determining how negotiations may affect the general educational climate of schools and communities.

History

The development of bilateral negotiations in the United States was predicted almost seventy-five years ago by the

Holmes. He was speaking, when he used the term "combination," of the organization of employees to establish a power base. His thinking can be extended to the public sector quite readily when one considers the events of the past.

CHAPTER II

SELECTED REVIEW OF THE LITERATURE

It is plain from the slightest consideration of practical affairs or from a superficial reading of the history of the world that the combination of the world's might and economic power seems to me to be a natural and inevitable process. Whether it is a good or a bad thing, it is a fact of life. It is a fact of life that the world's might and economic power are concentrated in a few hands. This area is reviewed in order to establish the background for the development and analysis of the case being studied.

The second area was related to the negotiations process. A review of the literature dealing with this aspect is undertaken so as to help identify areas of study which are related to the process and to which administrators-in-training should address themselves.

The third area was related to the effect of collective negotiations on the educational climate in the community. This section of the review was aimed at determining how negotiations may affect the general educational climate of schools and communities.

History

The development of bilateral policy determination was predicted almost seventy-five years ago by Justice

Holmes. He was speaking, when he used the term "combination," of the organization of employees to establish a power base. His thinking can be extended to the public sector quite readily when one considers the events of the past ten years:

It is plain from the slightest consideration of practical affairs or the most superficial reading of industrial history, that free competition means combination, and that organization of the world, now going on so fast, means an ever increasing might and scope of combination. It seems to me futile to set our faces against this tendency. Whether beneficial on the whole, as I think it, or detrimental, it is inevitable, unless the fundamental axioms of society, and even the fundamental conditions of life are to be changed.¹

The growth and development of the negotiations phenomenon in the public sector and more specifically in public education has a somewhat revolutionary history. During the 1930's when bargaining between labor and management in the private sector received its greatest impetus, President Franklin Roosevelt noted that such a process could not be transferred to the public service.²

The sovereign status of public service institutions was traditionally and legally considered to be exempt from the American Federation of Teachers.

¹Dissenting opinion of Justice O. W. Holmes from *Vegehlahn v. Guntner*, 1967 Mass. 92, 44 N. E. 1077 (1896).

²Wesley E. Thomas, "The Must and May on Bargaining Agents," *Michigan Education Journal*, Vol. 33, No. 3, October, 1955, p. 84.

the collective bargaining process between management and employees. Seitz described this position:

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 the legislature may delegate to any outside group, such as a labor organization, the functions entrusted to it under the basic scheme of government.³

Several conditions probably contributed to a change in philosophy and public disposition. One was that as automation began to deplete the ranks of organized labor, these organizations began to think in terms of establishing frontiers in groups of employees who had not previously been seriously considered. The fast growing body of public service employees was especially tempting to labor leaders who were seeking new territory. Lieberman and Moskow pointed out that as union membership declined in the late 1950's, labor unions sometimes placed greater emphasis on the organizations of white-collar and professional workers. They further indicated that some of this emphasis was directed at teachers through the growth and development of the American Federation of Teachers.⁴ Klaus stated,

³Reynolds C. Seitz, "School Boards and Teacher Unions," American School Board Journal, Vol. 141, No. 2, August, 1960, p. 11.

⁴Lieberman and Moskow, op. cit., pp. 87-88.

The field [of public employment] has indeed assumed great importance to the men who lead labor in this country. Witness the fact that George Meany himself intervened in the recent strike of the New York City Welfare Workers.⁵

Another condition which probably contributed to the change was the increasing number and percentage of men who joined the teaching ranks following World War II. Lieberman indicated both this increase and a concomitant increasing dissatisfaction with the state of education among male teachers.⁶ Corwin suggested in his study that as teachers have become more professionally oriented, they have become more militant. He described professionalism as working toward teaching goals which tend to be blocked by bureaucracy in the educational establishment. The relationship that he indicated would seem to suggest that increased teacher militancy exhibited over the past several years has been a result of increased professionalization of the teaching role.⁷

⁵Ida Klaus, "The Emerging Relationship," an address before The Conference on Public Employment and Collective Bargaining at University of Chicago, February 5, 1965, p. 1.

⁶Lieberman and Moskow, op. cit., pp. 22-26.

⁷Ronald C. Corwin, "Militant Professionalism, Initiative, and Compliancy in Public Education," Sociology of Education, Vol. 38, No. 4, Summer, 1965, pp. 310-331.

J. M. Stincheth, Jack W. Kleinman, and George L. Ware, Professional Negotiations in Public Education (New York: The Macmillan Co., 1966), p. 7.

Stumpf suggested that increased teacher militancy was the result of lack of ability in the ranks of school administration. He stated:

Yet teacher militancy is as inevitable today as unionism in industry was a generation or so ago--a predictable result of administrative myopia. Teacher administration has been done too often "by ear" rather than by principles of social and personnel engineering.⁸

He went on to describe clerical and non-teaching tasks which were traditionally required of teachers as well as certain archaic expectations by school boards and administrators relative to teachers' outside-of-school-time behavior and concluded again that increased militancy was inevitable.⁹

According to Stinnett, Connecticut was the scene of the earliest agreements between boards of education and teacher organizations. He cited Norwalk, Connecticut as apparently the first in 1946. A number of others followed as a result of a court decision which gave Connecticut teachers the right to organize.¹⁰ Lieberman, on the other hand, marked 1960 as the beginning of the

⁸W. A. Stumpf, "New World of Educational Administration; Teacher Militancy," American School Board Journal, Vol. 154, No. 8, February, 1966, p. 10.

⁹Ibid., p. 34.

¹⁰T. M. Stinnett, Jack H. Kleinman, and Martha L. Ware, Professional Negotiations in Public Education (New York: The Macmillan Co., 1966), p. 7.

collective negotiations, as it was during this year that the landmark strike by the United Federation of Teachers in New York took place.¹¹

The American Federation of Teachers, which is affiliated with the AFL-CIO, was formed in 1916. It has been most active in the larger cities. In 1966, approximately 37,000 of its total 110,000 members were in New York City.¹² The New York City development occurred in 1960 when the AFT and another strong teachers group, the High School Teachers Association, merged to form the United Federation of Teachers. This organization has maintained its affiliation with the AFL-CIO.¹³ The UFT set about obtaining recognition from and collective bargaining rights with the board of education. With the financial aid of AFL-CIO, victory in both of these objectives was achieved.¹⁴ Mrs. Fred Radke, former president of National School Board Association stated, relative to this victory:

And certainly one of the most significant developments to encourage the new militancy among teachers was the AFT's aggressive and determined drive to obtain a collective bargaining agreement with the New York City Board of Education. The Union's success in attaining a very comprehensive agreement

¹¹ Lieberman and Moskow, op. cit., p. 35.

¹² Ibid., p. 34.

¹³ Ibid., p. 35-36.

¹⁴ Ibid., pp. 36-42.

in December 1961 had an electrifying effect on both the AFT and the NEA. It added impetus to the AFT's drive for new members and bargaining rights. Without any doubt, one of its most important effects was to arouse the NEA to vigorous action which in many ways has paralleled that of the AFT.¹⁵

Mrs. Radke in her presentation was sounding the alarm to school boards and school board members. It is interesting to note that although she cites the National School Board Association's position of opposition to AFT advocated collective bargaining and NEA advocated professional negotiations, she at the same time implied that these movements will continue to grow and must be dealt with by school boards.¹⁶

Board member Cherry of Portland, Oregon, cited the National School Board Association's position in regard to collective negotiations.

School boards, subject to the requirements of applicable laws, shall refrain from compromise agreements based on negotiation or arbitration. . . . They shall also resist by all lawful means the enactment of laws which would compel them to surrender any part of their responsibility.¹⁷

¹⁵Mrs. Fred Radke, "Real Significance of Collective Bargaining for Teachers," Labor Law Journal, December, 1965, p. 800.

¹⁶Ibid., pp. 795-801.

¹⁷Howard L. Cherry, "Negotiation Between Boards and Teacher Organizations," American School Board Journal, Vol. 143, No. 3, March, 1963, p. 7.

¹⁸Klaus, op. cit., p. 3.

Along with these militant stirrings in teacher organizations in the early 60's was the advent of President John F. Kennedy's Executive Order 10988. This document provided for the establishment of employment agreements between federal administrators and federal employees and was established by the President in 1962.¹⁸ This presidential executive order had had, according to Lieberman, a good deal of influence on the development of negotiations procedures for state and local government employees including teachers.¹⁹ Mrs. Klaus described the importance of this order along with the New York City Mayor's Executive Order of 1958 and the Wisconsin Statute of 1962 when she said:

The first phase, that of basic policy-making, has found its best examples in the New York City Executive Order of the Mayor of 1958, in the 1962 Federal Executive Order 10988, of President Kennedy, and in the Wisconsin Law as amended in 1962. Each of these in its own way is a Magna Carta for public employees. In each, public employees are guaranteed the right to organize for their mutual aid and protection; to participate in various ways through representatives of their own choosing in the formulation of the terms and conditions of their employment; and to present grievances and have them resolved fairly. In each, they are also given some measure of assurance against early unilateral action when differences cannot be composed.²⁰

¹⁸ Lieberman and Moskow, op. cit., pp. 493-502.

¹⁹ Ibid., p. 84.

²⁰ Klaus, op. cit., p. 3.

²¹ Ibid., p. 3.

Since the 1962 enactment in Wisconsin, sixteen states have enacted some kind of legislation which provides for collective negotiations or consultation between teacher organizations and boards of education to determine certain conditions of employment. Of these seventeen, ten have separate provisions for public school personnel.²¹ Lieberman cited ten states where legislation has been enacted plus twenty-three more where he predicted enactment within a short time.²² He further stated:

It must be recognized, however, that collective negotiations are emerging and will continue to emerge in many states where there is no statute specifically authorizing and/or regulating collective negotiations in education.²³

He continued:

. . . 80 percent [of the Nation's teachers] were teaching [as of June 1, 1967] in states which have such a statute [requiring negotiation and exclusive representation] or in which such a statute has been introduced, or in a state where such a statute will definitely be introduced at an early session of the state legislature.²⁴

DeBruin pointed out that in 1965, 25 percent of the Nation's teachers had their contracts negotiated and that

²¹Dick Dashiell, "Special Feature on State PN Legislation," Today's Education, Vol. 57, No. 7, October, 1968, p. 50.

²²Myron Lieberman, "Collective Negotiations: Status and Trends," American School Board Journal, Vol. 155, No. 4, October, 1967, p. 8.

²³Ibid.

²⁴Ibid., p. 9.

this was a 20 percent increase over the previous year. He saw this as a continuing and increasing trend.²⁵ Events since then bear out his prediction. Lester Ball indicated that bargaining is here to stay and will become a fact throughout the Nation over the next few years.²⁶

The change in NEA policy seems to be somewhat in line with Lieberman's prediction that collective bargaining would become part of the picture in public education generally.²⁷ Muir described two causes for the about-face action of the NEA towards militant activism over the past eight years: (1) demands by NEA's teacher members that the Association assume responsibility for improving their occupational needs, and (2) the ominous example provided by NEA's rival for teacher members, the American Federation of Teachers.²⁸ He describes the development of policy in the NEA starting with a resolution in 1961 which stated

²⁵Henrick C. DeBruin, "Professional Negotiation in School Administration," Education, Vol. 87, No. 3, November, 1966, p. 171.

²⁶Lester B. Ball, "Collective Bargaining: A Primer for Superintendents," Saturday Review, Vol. 50, No. 3, January 21, 1967, p. 71.

²⁷Myron Lieberman, The Future of Public Education (Chicago: University of Chicago Press, 1960), pp. 160-178.

²⁸American School Board Journal, "The Tough New Teacher," Vol. 156, No. 5, November, 1968, p. 10.

that the NEA believed that local associations should be given the right to participate in policy development including salaries. The year 1962 was important in that NEA then insisted on teachers' rights to negotiate with school boards. In 1963 procedures for developing guidelines for negotiation were established. In 1964 resolution of impasse procedures were adopted involving mediation and arbitration, and affiliates were urged to develop procedures and to adopt agreements. In 1965 the significant change was the removal of the word "strike" from the resolution which had previously banned strikes. In 1966 a grievance procedure was added to NEA's official policy.²⁹

Muir stated:

Everything NEA either had condemned or avoided saying about negotiations in the early 1960's was included in the completely revised resolution presented to the 1968 assembly in Dallas. Negotiations agreements, says the latest resolution, "must" be established between teachers and school boards. These agreements "shall provide" for grievance procedures that include binding arbitration. The resolution also calls on NEA members and affiliates to push for state bargaining laws.³⁰

This action of the NEA seems to have established a direction similar to the AFT relative to inclusion of administrators as members of the organization. The AFT

²⁹ *Ibid.*, p. 10-11.

³⁰ *Ibid.*, p. 11.
 Professor Robert H. Chanin, "An NEA Lawyer's Views on Suggestions for Effective Legislation," *Today's Education*, Vol. 57, No. 7, October, 1968, p. 56.

since its formulation in 1916 has excluded superintendents. It also places several other restrictions on the inclusion of administrative personnel in the membership.³¹ Moskow predicts, "as collective negotiations become more widespread, administrators will be pushed out of any decision-making positions in the teacher organization unless they are completely dedicated to the welfare of the teachers."³² Although no official break has occurred as yet between teachers and administrators in the NEA, it appears that trouble may be on the horizon. An NEA lawyer stated recently:

I believe that the superintendent and assistant superintendent invariably function as representatives of management in the day-to-day operation of the schools, and, therefore, should be statutorily excluded [from membership in the bargaining unit].³³

A resolution at the 1968 NEA convention in Dallas was designed to heal the growing division between teachers and administrators but the School Board Journal suggested that

³¹Myron Lieberman, "The Impact of Collective Negotiations on Teacher-Administrator Relationships," in Readings on Collective Negotiations in Public Education, ed. by Elam, Lieberman and Moskow (Chicago: Rand, McNally and Co., 1967), pp. 229-230.

³²Michael H. Moskow, "Teacher Organizations: An Analysis of the Issues," ed. by Elam, Lieberman, and Moskow, Ibid., p. 246.

³³Robert H. Chanin, "An NEA Lawyer's Views on Professional Negotiation in Public Education and Some Suggestions for Effective Legislation," Today's Education, Vol. 57, No. 7, October, 1968, p. 56.

the effects of the so-called "Dallas Resolution" may be only temporary.³⁴ An executive of the American Association of School Administrators warned a group of administrators at the 1969 AASA Convention that the position of the AASA as a part of NEA could become untenable.³⁵ These events seem to suggest some disagreement to the position held by Stinnett who indicated that the superintendent's role in bargaining should be to exercise independent judgment on educational matters and to make recommendations to both sides. He suggested that he should maintain a position of impartiality something like a courtroom judge.³⁶ Lester Ball, former superintendent at Oak Park, Illinois, said that the superintendent cannot act as a go-between in bargaining. If he tries, said Dr. Ball, he is likely to be in difficulty. Dr. Ball indicated that the superintendent's position as executive officer of the board makes him a part of management.³⁷ In relation to this course of events has been an increase in the discussion of a possible

³⁴ American School Board Journal, "Teacher Power," Vol. 156, No. 2, August, 1968, pp. 25-27.

³⁵ William Ellena, Deputy Executive Secretary, AASA, in an address to a group of Northwestern Administrators, annual AASA convention, February 18, 1969.

³⁶ Stinnett, op. cit., pp. 118-120.

³⁷ Ball, op. cit., pp. 70-71.

merger between NEA and AFT. Brooks indicated that some kind of accommodation between AFT and NEA is inevitable. He saw the two developing a peaceful coexistence and perhaps a division of labor as to the teaching profession's needs.³⁸ He went on to state, "Whatever happens, however, collective bargaining is in education to stay."³⁹ AFT President, Albert Shanker, was elected last summer on a platform of achieving a merger. The NEA recently officially rejected this proposal.⁴⁰

Stieber indicated that the United States Supreme Court's decisions relative to reapportionment enhanced the development of public employee collective bargaining laws. He cited Michigan as a "dramatic example." There the rural legislature, more heavily representative of the urban centers, and also the first in twenty years controlled by the Democrats, passed P.A. 379 which amended the more punitive Hutchinson Act. Public Act 379 provided that bargaining was mandatory on public employers if requested by employees. It contained other labor-oriented provisions such as those governing certification of employee

³⁸ Thomas R. Brooks, "Collective Bargaining in Education," Dissent, Vol. 13, No. 3, May-June, 1966, p. 311.

³⁹ Ibid.

⁴⁰ Today's Education, "News and Trends," Vol. 57, No. 8, November, 1968, p. 3.

representatives, mediation, fact-finding, and unfair labor practices. It did continue to make strikes illegal.⁴¹ Prior to P.A. 379 and following the NEA 1962 convention in Denver, Michigan had two school districts adopt professional negotiations agreements. In 1964-65 thirty-six districts took a similar course.⁴² The passage of P.A. 379 was followed by a grand exodus of a great majority of Michigan school districts into the area of collective negotiations during the 1965-66 school year. Asnard points out that in 1966-67, of the 398 comprehensive negotiated agreements in existence in the country, 237 were in Michigan with the remainder distributed among twelve other states. He defined comprehensive as opposed to procedural agreements in that a procedural agreement contains organizational recognition, an outline of negotiations procedures, and procedures for the resolution of impasse or any combination of the three. A comprehensive agreement contains any or all of the parts of a procedural agreement plus certain other negotiated items, such as salaries, grievance

⁴¹ Jack Stieber, "Organization and Collective Bargaining in the Public Sector," School Employee Management Relations Information Program (East Lansing, Michigan: School of Industrial and Labor Relations, Michigan State University, 1966), p. 54.

⁴² Thomas Patterson, "PN Spreads Across Country," Michigan Education Journal, Vol. 43, No. 1, September, 1965, p. 2.

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procedure, class size, and is commonly referred to as a contract.⁴³ The year 1967 saw thirty-six strikes occur in districts where teachers withheld services in Michigan.⁴⁴ As reported in Chapter I, the MEA stated that 538 of the 540 total school districts in Michigan are operating under negotiated agreements during the present 1968-69 school year.⁴⁵

The foregoing section has been devoted to a review of the literature which deals with the history and background of collective negotiations in education both nationally and in Michigan.

The rise of teacher militancy was noted in both the AFT and the NEA. Contributing factors to this rise within the teaching ranks have been an increasing number of men in the profession, ineffective and/or bureaucratic administration, and an interest among teachers to achieve what they describe as professional economic status. Using collective

⁴³Robert R. Asnard, "Negotiation, the School Budget, and the Future," Interdependence in School Finance: the City, the State, the Nation, Report of Proceedings of the Eleventh National Conference on School Finance (Washington, D.C.: National Education Association, 1968), pp. 167-170.

⁴⁴Russell Allen, "1967 School Disputes in Michigan," a paper prepared for Mott Leadership Training Program--Collective Bargaining in Education, presented by School of Labor and Industrial Relations, Michigan State University, March 21, 1969, p. 1.

⁴⁵MEA Research Office, loc. cit.

negotiations as a method of demonstrating militancy and of gaining a part in decision making has become a fact in teacher relations with school boards. This is the case in seventeen states where bargaining laws have been passed since 1960. This trend is expected to spread throughout the country.

The Process of Collective Negotiation in Public Education

As collective negotiations became a part of education, educators found themselves faced with the dilemma of how to implement the negotiations process. Previous experience had seen teachers achieve salary schedules, but negotiating at the bargaining table was foreign to them. The period following President Kennedy's Executive Order 10988 of 1962 ushered in a new era. As early as 1956, Lieberman suggested that bargaining would give teachers a needed part in policy determination. He pointed out that through collective bargaining, employees can and often do make positive contributions to the total enterprise. It involves something more, he said, "than a protective and defensive technique for which there would be no need if all employers were fair."⁴⁶ State laws in some cases made

⁴⁶Myron Lieberman, Education as a Profession (Englewood Cliffs, New Jersey: Prentice-Hall, Inc., 1956), p. 342.

negotiations mandatory and in others, agreements were negotiated in some school districts even though no law was in effect. Teachers and boards were not prepared to deal with this new practice in public education. Negotiations Management cites four distinct weaknesses: (1) people assigned to the negotiating teams for both management and the managed were inexperienced and unskilled; (2) negotiators were not provided with the time and consequently lacked the energy to do an adequate job; (3) some negotiators who received this responsibility were given the job against their wishes and were not as effective as they might otherwise have been; and (4) negotiators' bargaining limits sometimes were not clearly defined and their authority was often limited.⁴⁷ Wildman stated that information coming out of Michigan school districts which were struck by teachers during the year following the passage of P.A. 379 indicated that one reason for the failure of the negotiations process was: "School board, school administration and teacher organization inexperience, and unfamiliarity with the new Michigan statute and with the dynamics of the collective bargaining process generally."⁴⁸

⁴⁷ Negotiation Management, Educational Services Bureau, June, 1968, p. 7.

⁴⁸ Wesley A. Wildman, "The Impasse and the Strike," Cook County Educational Digest, Vol. 31, No. 1, May, 1968, p. 11.

The NEA has held the position that although legislation providing for teacher negotiations is desirable, it should not follow the labor law model. They maintained that education contained certain unique features from a professional standpoint where the typical labor laws did not apply.⁴⁹ Wollett pointed to several such "unique features." He said that there is a danger that a labor concept of what is an appropriate bargaining unit might tend to divide teachers into separate units on the basis of elementary and secondary or their subject matter fields. He said that labor laws' precedent may tend to exclude administrators. He further stated that educational channels were needed to resolve educational matters such as impasses and grievances. He emphasized that AFT-sponsored legislation would be of the labor variety and that the NEA should "beat the AFT to the punch" by introducing and actively seeking passage of legislation which meets NEA's needs and desires.⁵⁰ What has happened, however, does not seem to entirely bear out the supposed disparities between NEA and AFT as far as the process of

⁴⁹ Donald H. Wollett, "The Importance of State Legislation," in Readings on Collective Negotiations in Public Education, ed. by Elam, Lieberman, Moskow (Chicago: Rand McNally and Co., 1967), pp. 97-99.

⁵⁰ Ibid., pp. 98-102.

bargaining or negotiations is concerned. Seventeen states have laws providing for some kind of collective action between teacher organizations and boards of education to determine some conditions of employment. Eleven states had such legislation when Stinnett was writing.⁵¹ He pointed out that of these eleven, six provided specifically for public school employees and five provided for all public employees. According to his analysis, six of the eleven states have fairly substantial labor law background in the development of legislation pertaining to their public employees or public school employees.⁵² Elam raised the question as to whether or not the claimed differences between NEA and AFT are as substantial as has been maintained. Dealing with the charge that AFT members are less concerned with the professional aspects of teaching, he cited William T. Lowe who found that AFT members are more likely than NEA members to belong to professional associations such as the American Historical Association and the National Council of the Teachers of English. On the other hand, he said that the position held by the AFT which maintains that the NEA is a company union and therefore

⁵¹Stinnett, op. cit., p. 179.

⁵²Ibid., pp. 179-200.

different than the AFT because it contains in its membership principals, supervisors, and superintendents is a difference that is more "assumed than real." He stated that in some places around the country, the AFT welcomes management people and in some places the NEA excludes them. Elam suggested that merger between the two is likely.⁵³ Steiber made no distinction between NEA and AFT when he predicted that teacher organizations will press for agreements which will be more and more like those found in private industry. Their objectives will include: broadening the scope of agreements, union security through the agency shop, and binding arbitration of grievances.⁵⁴ He later stated,

Employee associations have already taken on some of the characteristics of unions; the reverse has also been true as unions try to compete for the allegiance of professional employees. This drawing together of the two types will continue.⁵⁵

It has been suggested that while experience in industry may provide guidance to bargaining in the public sector and while much of industry's model has been adapted, there

⁵³Stanley Elam, "Teachers' Unions, Rifts without Differences," Nation, Vol. 201, October 18, 1965, pp. 247-249.

⁵⁴Steiber, op. cit., p. 86.

⁵⁵Ibid., p. 90.

are still many differences which must be recognized and dealt with.⁵⁶

The process of negotiations in education has been described as taking place in three different manners. The first is one in which the teachers' group presents its proposals to the school board in a general meeting. The meeting is closed with a polite exchange of mutual pleasantries and shortly thereafter, the school board proceeds to a unilateral decision which probably will not give much consideration to the teacher organization's proposals. A second manner is that after hearing the teachers' proposals, the board conducts a discussion with the teachers and presents reasons why the proposals may not be acceptable, after which the board again develops its decision without further teacher involvement. In the third manner, the teachers' proposals are followed by counter proposals of the board and counter-counter proposals by the teachers so that areas of disagreement are continually narrowed and eventually eliminated and finally a bilateral agreement is reached, or not eliminated and an impasse occurs.⁵⁷

⁵⁶ Negotiation Management, op. cit., pp. 3-10.

⁵⁷ Donald H. Wollett, "The Strategy of Negotiations," Readings in Collective Negotiations, op. cit., p. 365.

It must be recognized that Mr. Wollett is an NEA lawyer and in his description of the first two types of negotiation, along with the obvious bias, he is perhaps intentionally a bit farcical. He goes on to make the point that only the third type is acceptable "negotiation."⁵⁸

Moskow concluded that a modified form of local-level collective bargaining is viable in public education. He based his conclusion on a study of sixteen school districts which were selected as a sample from a nationwide list of 108 districts with histories of collective negotiations. Moskow interviewed superintendents and teachers from these districts as a data collecting process. Six common features of collective negotiations were found to be particularly related to public education: (1) exclusive recognition, (2) appropriate bargaining unit, (3) joint decision making power, (4) scope of bargaining, (5) written agreement, and (6) bargaining power. These six features were studied with respect to reasons for development of the feature in the private sector, functional appropriateness in public education, and modification necessary for viability in the public education environment.⁵⁹

⁵⁸ Ibid., p. 366.

⁵⁹ Michael H. Moskow, Teachers and Unions: The Applicability of Collective Bargaining to Public Education, (Philadelphia: Industrial Research Unit, Pennsylvania University, 1966), pp. 247-258.

As boards of education and teacher organizations faced the collective negotiations process, they began to seek ways to train their representatives on bargaining teams which would best meet their institutional needs. Schmidt has indicated that there are three parts to the total collective negotiations process: preparations for negotiations, the actual negotiations, and administration of the agreement. He indicated further that the first and the last must receive due consideration if actual at-the-table negotiations are to be successful.⁶⁰ Negotiations Management suggested the following steps that management should take in preparing for negotiations:

1. Development of ground rules.
2. Appointment of the team.
3. Team training.
4. Development of objectives.
5. Tentative budget.
6. Review policies and procedures.
7. Collection of information.
8. Preparation of board demands.

⁶⁰Charles T. Schmidt, Jr., from address given before the Michigan Metropolitan Education Association at Michigan State University, May 20, 1966.

9. Consultation during negotiations.
10. Follow-up.⁶¹

The March, 1968 issue of the same publication suggested that when setting up a ground-rules agreement, the following articles or parts be included:

1. Statement of agreement.
2. Philosophy upon which negotiations can be based.
3. Recognition of the proper bargaining agent for teachers.
4. A set of basic principles from which negotiations can emanate.
5. A description of areas eligible for negotiation.
6. A set of procedures for conducting negotiations, such as:
 - a. Makeup of teams.
 - b. How negotiations are opened.
 - c. Agreement to negotiate in good faith.
 - d. Time and place.
 - e. Exchange of information.
 - f. Use of consultants.
 - g. Release of proceedings.
 - h. Establishing a written agreement document.

⁶¹Negotiations Management, "Preparing for Negotiations," Educational Services Bureau, Inc., September, 1968, pp. 10-11.

- i. Resolving differences (a plan for).
- 7. How implemented and amended.⁶²

Neal described points to be considered when selecting the board's team:

- 1. Use outside consultants when needed.
- 2. Only one spokesman for the team.
- 3. The spokesman should have a clearly defined scope of authority.
- 4. Middle management administrators should not be on the team.
- 5. Middle management administrators should be consulted regularly during the time negotiations are taking place.
- 6. All sessions should be kept confidential.
- 7. Team should consist of three to five members, no more and no less.
- 8. One member should serve as secretary and keep an accurate summary of tentative agreements. No tape recorders or verbatim notes should be kept as these may deter the free flow of discussion.
- 9. Team should receive needed support, clerical, secretarial, and administrative.

⁶² Negotiations Management, "Determining Ground Rules for Negotiations," Educational Services Bureau, Inc., March, 1968, pp. 2-8.

10. Team should operate with a sense of confidence and security.
11. Board attorneys should not serve unless trained and experienced in the process.
12. Superintendent should not be on the team. He should advise the team and the board during the process.⁶³

As boards and their teams make preparations, they will probably want to give particular attention to those aspects of an agreement or contract that should be considered. The following are suggested as essential:

1. Unit of representation.
2. Role of principals and other middle management employees.
3. Grievance procedure.
4. Impasse-resolving procedure.
5. A zipper clause (clause which provides that negotiations cannot be reopened until a certain date, e.g., 90 days preceding the date of agreement expiration).
6. Termination date.⁶⁴

⁶³ Richard G. Neal, "The Selection, Operation, and Control of the Board's Negotiating Team," Negotiations Management, Educational Services Bureau, Inc., May, 1968, pp. 3-10.

⁶⁴ Negotiations Management, "Essential Ingredients of a Collective Negotiations Agreement," Educational Services Bureau, Inc., April, 1968, pp. 3-9.

Another aspect of planning was suggested by Rhodes and Gibbs when they described six steps they believed necessary in setting the stage for negotiations:

1. Recognize the teachers' organization that will represent the professional staff.
2. Agree to negotiate--this should be a board policy.
3. Set a time for negotiations.
4. Provide a suitable environment--should not be either the superintendent's office or the teacher associations office. Authoritarian postures for anyone should be avoided.
5. Attempt to break identity barriers. Establish the idea of equal footing--all are equally interested in educational improvement.
6. Involve all negotiators in the decision making process.⁶⁵

Roemisch said that the planning responsibility needs to be broken into the following parts: forecasting, setting objectives, establishing policies, programming and scheduling, developing procedures, and budgeting. He indicated that these planning procedures need to be completed before the team approaches the bargaining

⁶⁵Eric Rhodes and Helen M. Gibbs, The Techniques of Negotiation in Public Education (Arlington, Virginia: Educational Services Bureau, Inc., 1966), pp. 2-5.

table.⁶⁶ Writers in the area consistently pointed up the importance of preparation. The Michigan State University School of Labor and Industrial Relations' summary statement on negotiations preparation is appropriate:

One thing that those responsible for negotiations should keep in mind is adequate preparation as a key to success in negotiations, in factfinding, or in arbitration. This aspect is time-consuming but extremely necessary and should be handled by one trained in this area.⁶⁷

In the actual negotiations process varying situations will produce different kinds of behavior at the bargaining table. The interaction of various personalities produces a different situation in each case. One will find some degree of variance in strategy and in tactics in each situation because of personal interaction. Because of the personal touch involved in at-the-table confrontation, many writers found it necessary to speak quite generally when discussing the negotiations process proper. Wollett discussed strategy and tactics and described the difference. He said strategy is the plan of action that a team has in mind when they enter the room to bargain. Tactics, on the

⁶⁶Roger W. Roemisch, "Preparation for Bargaining, Negotiating, and Writing the Union Contract," reprinted from Personnel Journal in Mott Leadership Training Program Collective Bargaining in Education, School of Labor and Industrial Relations, Michigan State University, March 21, 1969, p. 1.

⁶⁷Mott Leadership Training Program, op. cit., "Data Sources," p. 5.

other hand, are the moves or responses they make while at the table dealing with their adversary.⁶⁸ The United States Civil Service Commission outlined the following steps to be taken during the negotiation conference:

1. Opening the conference.
2. Outlining the issues--presenting proposals.
3. Use of caucus to prepare responses.
4. Elements to consider in responding.
5. Maintaining cooperative relationships.
6. Avoiding apparent impasses.
7. Recording agreement or issues discussed.⁶⁹

Wildman and Perry reported a summary of conflict issues in public schools negotiations and said that they include the following:

Overall support levels--[they described this conflict as occurring between the teachers as a group and the community at large].

The allocation of funds--a budget item that often engenders conflict is teachers' salaries--what percentage of the total budget should be devoted to that item?

⁶⁸Donald H. Wollett, Reading on Collective Negotiation, op. cit., p. 368.

⁶⁹United States Civil Service Commission, "Consultation and Negotiation Techniques," in Readings on Collective Negotiations in Public Education, ed. by Elam, Moskow, and Lieberman, op. cit., pp. 396-400.

Distribution of salary dollars--two factors working here (1) salaries other than teachers, and (2) how should teachers salary schedule be effected--more at the lower [beginner] end or more at the upper [experienced] end, or what?⁷⁰

Several other policy decision issues were mentioned:

1. Class size.
2. Seniority in assignments, promotions, and transfers.
3. Transfer based on other criteria, length of time at particular school, travel time to current assignment, and other personal factors.
4. Extra pay for difficult schools.
5. Rotation of assignment.
6. Collection of textbook rentals.
7. Length of teaching day.⁷¹

Lieberman and Moskow emphasized the importance of good faith in the bargaining process. They pointed out that state legislation dealing with negotiations in public education has not typically required good faith in negotiations.⁷² The statute in Michigan does require negotiating

⁷⁰Wesley A. Wildman and Charles R. Perry, "Group Conflict and School Organization," Phi Delta Kappan January, 1966, pp. 247-250.

⁷¹Ibid.

⁷²Lieberman and Moskow, op. cit., p. 261.

in good faith but only of the employers. A 1966 Bar Association Report relative to P.A. 336 and 379 stated:

. . . there are no labor organization unfair labor practices under the P.E.R.A., the theory being that they are rendered unnecessary because a public employer may discipline or discharge a striking public employee. This omission of employee organization unfair labor practices and the reason advanced for such omission have been criticized for not taking into account that employees may use means other than strikes to exert pressure on an employer, and that unfair actions may be directed at other employees.⁷³

Moskow and Lieberman predicted that states will develop laws and agencies which will have the authority to investigate charges of bad faith and to apply punitive action.⁷⁴ During negotiating sessions a key technique is the caucus. Moskow and Lieberman emphasized this point:

The caucus technique is important and is almost always needed in negotiation. One party or both will usually make proposals not clearly acceptable, yet not necessarily to be rejected either. Appropriate procedure would be to clarify the proposal and then caucus to decide the response to it.⁷⁵

Jensen summed up his description of the bargaining process as follows:

The essentials of collective bargaining may be summarized as follows. First, it is a process

⁷³"Bar Association Report on Bargaining by Teachers," presented August 8, 1966 at American Bar Association Convention, School Employee-Management Relations Information, Collection of School of Labor and Industrial Relations, Michigan State University, p. 41.

⁷⁴Lieberman and Moskow, op. cit., p. 261.

⁷⁵Ibid., p. 259-260.

of finding out the settlement position of the other. In this process the question of power is ever present and serves to bring the positions of the parties together at a point of agreement. Second and equally, if not more, important collective bargaining is a process by which acceptance or consent is achieved on the part of all those who must live by the terms of the agreement--a process of achieving consent.⁷⁶

It has been pointed out that the negotiations involve three aspects--preparation for negotiations, the actual at-the-table negotiations, and the administration of the contract. In this section, some of the literature dealing with the first two aspects as well as some background material has been reviewed. These two aspects were selected as they deal with the subject of the study, the negotiations process.

Educational Climate in the Community

The introduction of collective negotiations into the public schools has had an impact on the total community. This method of determining educational policy has probably created more involvement and more trauma in the community generally than had existed previously. The attendant publicity which accompanies the adversary relationship between teacher organizations and boards of

⁷⁶Vernon H. Jensen, "The Process of Collective Bargaining and the Question of Its Obsolescence," Industrial and Labor Relations Review, Vol. 16, July, 1963, p. 555.

education has probably produced a greater awareness and a consequent greater involvement of the community generally in educational decision making. Relative to this, Nelson made the following statement when he introduced a reexamination of Lieberman and Moskow's Collective Negotiations for Teachers:

Collective negotiations between teachers and their employers has developed into a topic of great social interest. It is more than a labor management concern in that it carries connotations about the nature and operation of public education, difficulties in urban societies, and alternatives in role performance for the largest professional group in America. These issues, in some instances, overshadowed the mechanics of negotiations and have become a focal point for social discussion.⁷⁷

Stinnett and associates suggested that a contributing factor in this development was the shift from a rural to urban society. They said:

As a consequence, political representation has drastically changed. This change will be accelerated by the reapportionment of state legislatures ordered by the United States Supreme Court. In effect these shifts mean that the climate of public opinion is shifting from a predominantly rural and highly conservative posture to a highly liberal urban one. There is a new liberalized concept about the rights of public employees.⁷⁸

The interest and concern of the lay public in what is happening in public school collective negotiations may

⁷⁷ Jack L. Nelson, "Social Implications of Collective Negotiations," Social Education, Vol. 33, No. 1, January, 1969, p. 119.

⁷⁸ Stinnett, Kleinman and Ware, op. cit., p. 175.

be exemplified by the position recently taken by the Parent-Teacher Association. The PTA, recognizing the importance of community involvement and, at the same time, the dangers that the PTA may encounter by becoming involved in negotiations, has developed a set of guidelines for PTA behavior when conflict situations arise during negotiations between the board and teacher organizations. These have been developed so as to include what PTA's should do before, during, and after a teachers' strike.⁷⁹

Certainly, the financial aspect of community climate cannot be overlooked. MEA statistics indicated that prior to 1965, salaries for Michigan teachers had increased about three percent annually. During 1966-67, the first full year of statewide negotiations, salaries took a 9.3% jump. In 1967-68 they increased 10% and the prediction for 1968-69 was another 8.8% gain.⁸⁰

With these financial advances for teachers, some dire warnings have appeared. A Michigan State University professor of Industrial Relations stated:

The public will indeed be watching closely the collective bargaining process because education

⁷⁹ "Guidelines for PTA Behavior Relative to Collective Negotiation," Parent Teacher Association Magazine, Vol. 63, No. 3, November, 1968, pp. 7-8.

⁸⁰ Arthur H. Rice, Jr., "Where the Action Is," Today's Education, Vol. 57, No. 6, September, 1968, pp. 77-78.

affects all citizens. By comparison the current airline strike only affects the users. The public expects the school board, administrators, and instructional staff to act responsibly. If the parties fail to do so, it is safe to predict additional legislation will be enacted which in all probability will be more restrictive in nature. The history of labor law in the United States bears this out.⁸¹

Local financial support of education has been traditionally attained through taxes on property. In Michigan, as in many states, the right to extend a school district's budget beyond certain legal limitations must be obtained by a vote of the people. In 1968 about 37% of the millage elections which were voted in Michigan school districts failed. From January 1 to May 31, 1969, about 45% of Michigan school district millage elections had failed.⁸² These data might be interpreted to indicate that the climate for the support of schools in Michigan communities is apparently not increasing. Stiles has suggested that negotiations in public education may have already alienated the public:

Poor public information as well as badly planned tactics also threaten the teacher negotiations movement. Teachers, students, parents, and the public in general are confused about the real issues, the actions advocated or taken, and the

⁸¹Daniel H. Kruger, "The Teacher in the Decision Making Process," an address to the Detroit School Administrators Workshop, Michigan State University, August 11, 1966, p. 32.

⁸²Information obtained from the Michigan Education Association Research Office, June 4, 1969.

results achieved. Teachers are losing public confidence because people do not understand their problems and do not support the methods used to solve them. No amount of emotionalized verbiage or professional flag waving can obscure this fact. Responsible leadership would do well to take a hard honest look at the communications failures that are occurring--particularly at local levels.⁸³

Taylor argued that the public is skeptical as to whether or not increasing the amounts of money which teachers receive in salaries and fringe benefits will necessarily result in an increased quality of education.⁸⁴ In reference to a New York report of the Governor's Commission on Public Employees Relations, which recommended that collective negotiations in governmental agencies be conducted prior to overall budgetary action by the legislative body, Taylor stated:

This approach is predicated upon the assumption that just as collective bargaining in the private sector is subject to the restraints of the market place, so should collective negotiations in the governmental sector be developed under the restraints of political democracy and its governmental processes. The objective of collective negotiations is not to provide employees with the power "to write their own ticket" but to provide for their effective participation--and I emphasize effective--in the establishment of their terms and conditions of employment. Collective

⁸³ Lindley J. Stiles, "In Union There Are Weaknesses," The Journal of Educational Research, Vol. 62, No. 1 (September, 1968), inside cover.

⁸⁴ George W. Taylor, "The Public Interest in Collective Negotiations in Education," ed. by Elam, Lieberman and Moskow, op. cit., p. 12.

negotiations involve a concomitant obligation of employee organizations to accommodate the particular interests of their membership to the needs of the society as a whole.⁸⁵

Mary Griffin stated rather bluntly that the public will soon demand that teacher organizations stop their battle for power and focus their attention on relating the interests of education to those of society.⁸⁶

A major problem in collective negotiations in the public sector has been the resolution of the impasse when it occurs. Only one state, Vermont, has no legal prohibition against strikes by public employees.⁸⁷ Yet numbers of work stoppages have been conducted by teacher organizations in various places throughout the country. The PTA Magazine cited Hugh Calkins, attorney and member of the Cleveland Board of Education, in his statement:

Nearly everywhere in the United States [teachers] strikes are illegal, and nearly everywhere that a test has arisen, the Board of Education or the court has allowed law to be defied by those whose job it is to instruct the young. Failure to enforce laws against teacher strikes is due, I believe, not to a failure of respect for law, but to genuine and widely held doubts about the wisdom of such laws.⁸⁸

⁸⁵ Ibid., p. 17.

⁸⁶ Mary D. Griffin, "Teacher Organization as Change Agents," School and Society, Vol. 96, No. 2307, April 13, 1968, p. 243.

⁸⁷ Keith Pratz, in presentation to Mott Intern Seminar, Flint, Michigan, March 21, 1969.

⁸⁸ PTA Magazine, "What are Teachers' Strikes Doing to Children?" Vol. 63, November, 1968, p. 6.

The Michigan Education Association cited in September, 1966 the following actions and attitudes of Board of Education as a failure to negotiate in good faith and intimated that more militant action by teachers would be the result.

1. An apparent school board position that only a certain amount of money, not subject to negotiations, was available for teacher salaries.
2. Refusal by the board to meet long and frequently if necessary to complete negotiations.
3. Failure by the board to give its chief negotiator sufficient authority to make tentative acceptance of proposals and to make bona fide offers.
4. Slowness by the board to accept or reject teacher proposals and failure to make counter-proposals.⁸⁹

Robben Fleming indicated that since strikes in the public sector were a fact, legal machinery should be developed which recognized this and provided for some kind of amenable constraint.⁹⁰ Hildebrand, on the other hand, said that the laws which prohibit strikes should be enforced and that the no-strike principle in the public sector is valid. He claimed that the only alternative for settling

⁸⁹Michigan Education Journal, "Negotiation: Power, Progress, Pitfalls," Vol. 44, No. 1, September, 1966, p. 12.

⁹⁰Robben Fleming, "Collective Bargaining Revisited," in Frontiers in Collective Bargaining, ed. by John T. Dunlop and Neil W. Chamberlain (New York: Harper and Row Publishers, 1967), pp. 12-13.

impasses is fact-finding with recommendations. Compulsory arbitration is not possible, according to his views, because the legislature would have to give final power to a pro tem committee, which it can not legally do.⁹¹ Stiles argued with this latter opinion and pointed to the ill effects on students when he said:

The ultimate answer must be found in compulsory bargaining and arbitration mandates rather than the learning stoppages that are now being encouraged.⁹²

Rogers recommended, as a result of his study of the North Dearborn Heights case, that compulsory arbitration be used as a final settlement stage when necessary. He maintained that the development of a law was possible which dealt with impasses in a way which avoided strikes and work stoppages.⁹³

It has been suggested that the public interest will have an effect on the general outcome of collective negotiations in public education and that educators must be cognizant of this interest as they approach negotiations, both as to the framework of laws and as to how they carry out the process. There is still some confusion as

⁹¹George H. Hildebrand, "The Public Sector," ed. by Dunlop and Chamberlain, op. cit., pp. 144-148.

⁹²Stiles, op. cit.

⁹³Rogers, op. cit., pp. 141-144.

to the resolution of impasses. Suggestions seemed to indicate that something other than work stoppages or strikes was desirable but what alternatives were most desirable was not entirely clear.

Summary

The first area of the literature selected for review was the history of collective negotiations in public education, both nationally and more specifically in the State of Michigan.

The second area dealt with the process of collective negotiations. The "how-to-do-it" aspect was investigated. This included two sections, preparation for negotiations and the actual negotiations process.

The third area dealt with educational climate. Here an investigation was made of the effect of collective negotiations on the general educational climate in the community.

CHAPTER III

PROCEDURE AND DEVELOPMENT

This study was developed on the basis that school administrators have not received the training they need at the pre-position level to prepare them to deal with collective negotiations. A case study was developed to provide additional material for administrators-in-training who may profit from this approach. Scott concluded in his study:

Superintendents now in service want assistance in learning to manage the processes of negotiation. They are unanimous [those queried in his study] in believing that study and preparation in collective negotiation should be a part of the preparation program for school administrators.¹

The President of the National Council of the Professors of School Administration has indicated that case study data is needed as training material for administrators-in-training and that material dealing with negotiations is particularly appropriate.² As indicated in Chapter I,

¹Scott, op. cit., p. 167.

²Samuel Goldman, in a presentation to the staff of the Mott Institute for Community Improvement, Michigan State University, December 17, 1968.

Shils and Whittier also pointed to such a need.³ The study was designed so that a particular district might be selected as the case district. The process of negotiations was observed as it took place in the district and the Bales instrument for interaction process analysis was applied. Following completion of the negotiations process, each negotiations team member (board and teacher association) was asked to respond subjectively to a series of questions in a structured interview setting. These interviews were transcribed for a more nearly accurate analysis. Both the teacher association's and the board's original proposals were analyzed and related to what resulted in the final agreement.

These aspects were selected as pertinent to the study of the case in accordance with the definition of a case study described below.

Definition of case study. The essential procedure of the case-study method is to take account of all pertinent aspects of one thing or situation, employing as the unit of study an individual, an institution, a community, or any group considered as a unit. The case consists of the data relating to some phase of the life history of the unit or relating to the entire life process, whether the unit is an individual, a family, a social group, an institution, or a community. The complex situation and combination of factors involved in the given behavior are examined to determine the existing status and to identify the causal factors operating.⁴

³Shils and Whittier, loc. cit.

⁴Good and Scates, loc. cit.

Questions Related to the Study

The study was designed to deal with the following questions:

1. What can be found in the literature relative to the history of collective negotiations, to the collective negotiations process in public school, and to the effect on educational climate in communities which may contribute to an analysis of the negotiations process in the particular case district in 1968?
2. What kinds of behavior were observed through the use of the Bales' instrument when items of teacher welfare were bargained?
3. What kinds of behavior were observed through the use of the Bales' instrument when items of instruction were bargained?
4. What were the input or proposals of each party and what was the outcome on the master contract?
5. What types of training and courses did the team members believe were relevant to preparation for negotiations in public schools?
6. What effects on the educational climate have the team members noted?
7. What issues were crucial to bargaining team members in the development of the agreement?

8. What was the nature of the conflict that the team members deemed important during the development of the agreement?
9. What recommendations relative to the negotiations process in public school districts can be abstracted from this case study?
10. What conclusions can be drawn relative to the negotiations process in public school districts as a result of this study?

Design in Relation to Questions

A historical background of collective bargaining and negotiations both in the public sector generally and in public schools was abstracted from the literature. The literature was examined and material abstracted which dealt with the process of collective negotiations in public schools and with the effect of collective negotiations on educational climate in the community.

The Bales' instrument for interaction process analysis was applied during negotiations sessions to determine the kinds of behavior when items of teacher welfare were being negotiated and when items of instruction were being negotiated. Tables were designed for this purpose.

Tabular reports of both parties' input as proposals and outcome in the final agreement were compiled. These

reports were designed to show proposals which had been accepted as proposed, those which had been accepted with minor modification, those with major modification, those which had been rejected, and those which had been withdrawn.

The interview instrument was designed by the writer with the assistance of the Research Department of the Michigan State University College of Education. Since the use of the instrument was unique to the particular case under study no pilot or validation procedures could be conducted. The purpose for its use was to provide a method for obtaining data which related to some of the pertinent aspects of the case described in questions number five through eight described earlier. The instrument was developed to determine what types of training and courses the team members believed were relevant to preparation for people who would subsequently deal with collective negotiations in public schools. It was designed to determine those issues which the team members felt to be most crucial in the development of the agreement. Responses to the crucial issues questions were tabulated. The team members were also asked to respond subjectively as to what they expected by way of conflict during the process and to what reactions they had once negotiations were completed.

The recommendations were developed by the writer and were formulated on the basis of what was observed

during the development of the study. These were designed for administrators-in-training and for those who are responsible for preparation programs for school administrators.

The conclusions were formulated by the writer and were evolved as a result of the study.

Selecting a Case

The following criteria were set as guidelines when a search was begun to find a school district where a case study could be developed: (1) that there should be a possibility of conflict between the board and teacher organization in arriving at an agreement, (2) that the major portion of at-the-table bargaining remained yet to be done at the inception of the study (June 1, 1968) and (3) that both board and teacher organization should agree to such a study and to what it would entail. The Michigan Education Association (MEA) headquarters was approached relative to such a study and was asked for suggestions as to districts which might be possibilities. Several districts were suggested and the writer was given a letter which provided that the MEA gave its sanction to such a study (see Appendix E).

After several contacts, a district was found which met the criteria. The first contact in that district was

made with the superintendent and the deputy superintendent. The latter was a member of the board of education's negotiating team. Contacts were then made with the president of the teacher organization who was also chief negotiator on the teacher association negotiating team. Both groups made suggestions and agreed to allow the writer to attend the next session and present his proposal to both teams for their approval. At that next session, both teams agreed to the study and to the following conditions:

1. The writer would be allowed to be present at all negotiating sessions and to collect data.
2. Each team member would submit to a structured interview after agreement had been reached at the table.
3. The writer would be given access to data pertinent to the process of negotiations in the district, which had been previously gathered and presented by both teams.
4. Such demographic data about the district as was pertinent would be made available for the study.

In return, the writer agreed to the following conditions in the development of the study:

1. That the anonymity of the district would be maintained.

2. That any instrument used to record data at negotiations sessions would be first shown and agreed to by both parties.
3. That should either party decide at any time during negotiations sessions that the presence of the observer had a deleterious effect on events, he would be asked to withdraw and the study would not be completed.
4. That he should withdraw during a caucus as he could not attend both parties' caucuses at the same time.
5. That any other data collection process would not be exercised until either agreement had been reached or the writer was no longer observing negotiation sessions.

These conditions were followed while the data were collected and while the study developed.

Demography of Case District⁵

The district selected for study was adjacent to a large industrial city in Michigan. The Case District served primarily as a suburb or bedroom district for the

⁵The data for this section have been abstracted from brochures published by the school district.

city. It did, however, contain a large industrial plant within its borders. This provided the Case District with a higher tax base than might be found in many suburban areas. It was generally considered to be one of the preferred suburban residential districts of the larger industrialized area in which it was located. The Case District's high rate of population growth was significantly emphasized by the fact that it had doubled over the past ten years. Medium family income in the community was greater than that for the larger area and for the State of Michigan. This was due largely to the number of executive and professional residents of the District.

A school-sponsored survey on employment distribution of the Case District's population provided the following data:

Professional, Technical and Teaching	15.6%
Management and Proprietorship	18.8%
Labor (Skilled)	29.5%
Clerical	11.8%
Salesmen	8.2%
Labor (Semi-skilled)	15.4%
Agricultural	.7%

The survey also revealed that about 76% of the employed population worked outside the district, primarily in the adjacent industrial city.

The district had a tax base in 1968-69 of about \$130,000,000 State Equalized Valuation. This was estimated at 50% of true cash value. Approximately 40% of this base was attributed to industrial valuations, about 40% to residences, and the remainder to commercial and agricultural holdings. Residences in the district ranged in cost from approximately \$25,000 to \$100,000.

The School District was approximately forty square miles in area. It contained about 22,000 people. Both city and township governments were included in the boundaries of the district.

The school enrollment in 1968-69 was about 7,750. The growth rate in school enrollment was between six and eight hundred per year. There was one large senior high school, two junior high schools, and six elementary schools. There was one parochial school in the area, which serves grades 1-6. In the Case District, a total certified staff of 376 was made up of 355 teachers and 21 administrators and specialists. There were approximately 160 classified personnel including custodians, clerical workers, bus drivers, and cafeteria workers.

The District's population factors made it a fourth class district according to the State classification system. District officials indicated that it is eligible for third class rating but they have never sought it. It had a

seven-member board of education, elected at large by voters in the district. The central office administration was made up of the superintendent, a deputy superintendent whose primary duties were with instruction, an assistant superintendent whose primary duties were with finance, and an administrative assistant whose primary duties were in the area of personnel.

Tax Proposal Failure and Resubmission

An event which occurred in the Case District should be noted in that it may have had some effect on the course of the negotiations process. In the late winter of 1968, the Board determined the amount of money needed for operation and maintenance of the District's schools. This amount necessitated submitting a tax proposal to the voters of the district. The proposal was defeated when presented to the voters the first time. Following the defeat, a Citizens Committee was formed to explore the District's needs. After its study, the Committee submitted a recommendation to the Board that the requested millage be reduced slightly and resubmitted to the voters. That request was approved by the voters. No attempt was made in this study to measure the effect of this phenomenon on the negotiations process. It was reported so as to provide a complete picture of the background for the process.

History of Negotiation in the District

The District's teacher association has been an affiliate of the Michigan Education Association and of the National Education Association since the teachers of the District have been organized. This period includes several years before the advent of P.A. 379 as well as since. No chapter of the American Federation of Teachers exists in the District nor does any other teacher organization which might be considered to be in competition with MEA-NEA. There has been no record of any concerted effort to establish such an organization. The MEA-NEA affiliate then has had literally no competition.

From the establishment of negotiations in 1965 under P.A. 379, the board team described in Chapter I was intact. The three-man team consisting of the same three individuals was negotiating for the Board each year from 1965 through 1968. The Deputy Superintendent had three years of experience as a teacher and fourteen years as an administrator. The Assistant Superintendent had six years of experience as a teacher and seventeen years as an administrator. The lawyer had about eighteen years of experience in labor law before coming to the team.

Members of the teacher association team described in Chapter I were all new to the negotiations team in 1968. None of them had served on any negotiations team previously.

These men had individually seven years, four years, three years, and three years of experience as teachers in the field of education.

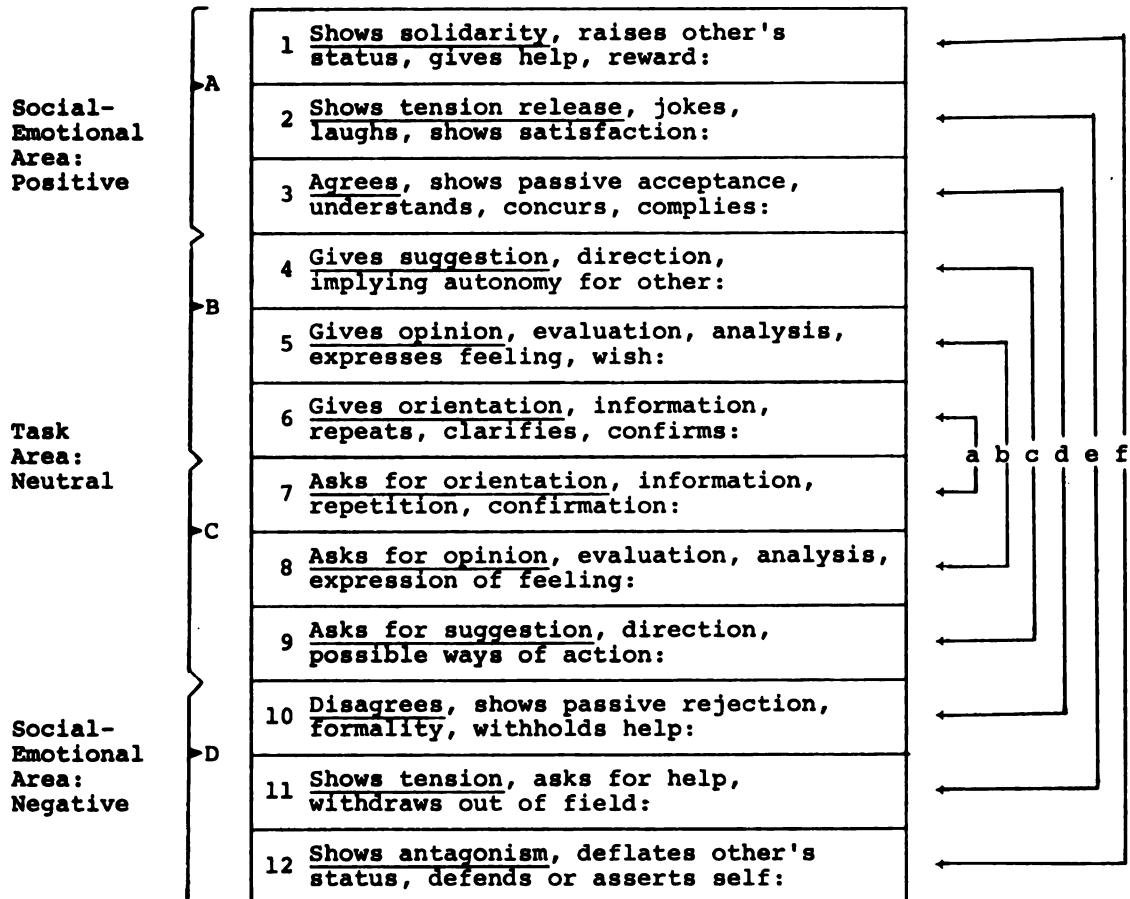
The previous contracts which had been negotiated were achieved without any overt displays of militancy by the teacher organization. In the spring of 1968 as negotiations were getting under way, it was reported that a straw vote among the teachers indicated that a substantial majority would be willing to withhold services at the 1968 fall opening of school if it were determined to be necessary. Also, a change of administration in the teacher association in May had produced a change in the makeup of the association negotiating team. When new officers took office on May 1, 1968, the members of the negotiating team proffered their resignations and a new team was appointed. Two members carried over from the old to the new team and one of them became its spokesman.

Instrumentation

The Bales' instrument was applied to the twelve negotiations sessions which occurred between July 1 and August 26. This instrument is designed to deal with interaction analysis. It was developed by Robert F. Bales in the Laboratory of Social Relations at Harvard University. He stated that the instrument was developed as a

logical step in the growing body of research in interaction analysis. It was particularly designed to deal with the interaction which occurs in small groups.⁶ Dr. Bales presented the following diagram to describe his system of categories and their relationship.

⁶Robert F. Bales, Interaction Process Analysis
(Cambridge: Addison-Wesley Press, Inc., 1951), p. x.



Key

- a Problems of Communication
- b Problems of Evaluation
- c Problems of Control
- d Problems of Decision
- e Problems of Tension Reduction
- f Problems of Reintegration

- A Positive Reactions
- B Attempted Answers
- C Questions
- D Negative Reactions⁷

⁷ Ibid., p. 59.

This system of categories found in the instrument (see Appendix A) was used in this study. The specific purpose of the use of the instrument in this study was to determine the kinds of interaction which occurred when items of instruction were bargained, as well as the kinds which occurred when items of welfare were bargained. As stated in Chapter I, the determination as to whether a proposal was an item of teacher welfare or an item of instruction was made arbitrarily. This kind of information may suggest to the administrator-in-training the kinds of behavior he may expect at the bargaining table when either of the two kinds of issues arise.

All of the original proposals of each party were collected. The number of each that were subsequently made a part of the final agreement were then compiled. These were determined on the basis of those which were accepted as originally proposed, those which were accepted with minor changes, those which were accepted with major changes, those which were rejected, and those which were withdrawn. The purpose of comparing proposals with the final agreement was to determine how many of the original proposals of each team became a part of the final agreement or master contract. This may provide the prospective administrator with information as to how many original proposals may eventually wind up in a master contract and also to the kinds of changes to which they may be subjected.

The structured interview was given to each member of each team and had four sections or parts. The first dealt with the training or education that the interviewee believed important to a prospective negotiator. The second dealt with the effect of negotiations on educational climate of the community. The third dealt with those issues which the interviewees felt to be most crucial to the 1968 negotiations process in this particular case and those that they believed might become most crucial in the future. The fourth dealt with the area of conflict in the process and with what the interviewee felt would be the most important thing he would provide as advice to his successor on the negotiating team if he were replaced. The purpose for the development and use of the interview instrument was to obtain the information described. The instrument was developed by the writer with the aid of the research department of the College of Education at Michigan State University (see Appendix D). This information may aid the administrator-in-training in the selection of courses and other types of training procedures as he prepares himself to participate in negotiations as a school administrator.

Summary

Several sources indicated that a need for case study materials in school administration and particularly

in public school collective negotiations was evident. This study was developed to provide a partial fulfillment of that need. Its purpose was to present a case study which might be useful to administrators-in-training as they prepare themselves to deal with collective negotiations.

The design included a method of attacking questions which were posed as a result of a search of the literature. Involved in these questions were:

1. A review of the literature relative to the history of collective negotiations, the negotiations process, and the effect of this process on the educational climate of the community.
2. The behavior of negotiators when teacher welfare items were negotiated.
3. The behavior of negotiators when items of instruction were negotiated.
4. The input by way of proposals of the two negotiating parties and the outcome by way of final agreement or master contract.
5. The training or areas of study thought to be particularly relevant to preparing to deal with negotiations.
6. The affects noted by the negotiating team members of collective negotiations on the educational climate in the school and community.

7. Issues believed to be most crucial in the negotiating process.
8. The nature of conflict involved in the development of an agreement.
9. The recommendations that could be abstracted from the development of the study.
10. The conclusions that could be drawn from what was learned in the study.

The method for selecting the case district was described. The demography of that case district was described. An incident relative to a tax proposal, its initial failure, and subsequent resubmission and successful passage was described. Although no attempt was made to measure the effect of this incident, it was reported to provide a better understanding of the development of the case.

The history of negotiations in the district was described. This included the background of negotiations in the district as well as a description of the experiential background of the negotiating team members of both parties.

The instruments that were used for data collection were described both as to source and as to makeup. Data which did not necessitate the use of a particular instrument were also described as well as how such data were collected.

CHAPTER IV

ANALYSIS OF THE DATA

Three types of data were dealt with in this study; that which was obtained from observation of interaction at the bargaining table, that which was obtained from the two parties' original proposals and from the final agreement, and that which was obtained from interviews with the team members. Of the ten questions with which this study was concerned and which were cited in Chapter III, these data dealt with questions two through eight as part of the pertinent aspects of the study.

2. What kinds of behavior were observed through the use of the Bales' instrument when items of teacher welfare were bargained?
3. What kinds of behavior were observed through the use of the Bales' instrument when items of instruction were bargained?
4. What were the input or proposals of each party and what was the outcome on the master contract?

5. What types of training and courses did the team members believe were relevant to preparation for negotiations in public schools?
6. What effects on the educational climate have the team members noted?
7. What issues were crucial to bargaining team members in the development of the agreement?
8. What was the nature of the conflict that the team members deemed important during the development of the agreement?

Interaction Analysis

To describe the interaction at the bargaining table, Bales' instrument for interaction analysis was employed. This instrument was designed by Dr. Bales and his associates as a method to categorize actions or behaviors during small group interaction. He described it as follows:

In brief, the heart of the method is a way of classifying direct face-to-face interaction as it takes place, act by act, and ways of summarizing and analyzing the resulting data so that they yield useful information. There are a great number of variations in the kinds of concrete situations in which they may be done, various degrees of completeness in the access of the observer to the original interaction, various degrees of completeness in the record he may take, and various degrees of completeness in the analysis he may make of the data.¹

¹Robert F. Bales, Interaction Process Analysis (Cambridge, Mass.: Addison-Wesley Press, Inc., 1951), pp. 5-6.

The purpose of this study for the use of the Bales' instrument was to determine the type of interaction, according to Bales' categories, that occurred when those issues which have been defined as teacher welfare issues were being resolved, and when those issues defined as instructional issues were being resolved. In line with this purpose, it was determined how much interaction was involved with each issue and how much time was given to each.

The Bales' instrument was employed in this study in a manner which was somewhat different than Dr. Bales and his colleagues had intended. First it was used to record interaction in a situation with which the recorder had nothing to do in its formation. Secondly a record was kept of the behavior of groups, in this case two adversary groups, and no attention was given to behavior of individuals. An instrument was sought which would provide structure and continuity for the observer in his observations of the negotiations process. It was felt that the Bales' instrument could be successfully employed for this purpose even though it was used in a manner somewhat differently than Bales described.

The instrument is divided into twelve categories as described in Chapter III of this study. According to Bales' description, they are divided into two general areas in relation to each other: social-emotional and

task.² When an action takes place which is giving attention to the task at hand, the action is assigned by the observer to the appropriate "task" category. The six task categories are:

1. Gives suggestion, direction, implying autonomy for other.
2. Gives opinion, evaluation, analysis; expresses feeling, wish.
3. Gives orientation, information; repeats, clarifies, confirms.
4. Asks for orientation, information; repeats, clarifies, confirms.
5. Asks for opinion, evaluation, analysis, expression of feeling.
6. Asks for suggestion, direction, possible ways of action.³

Attention to the tasks, according to Bales, creates strains in the social and emotional relations of the groups' members and attention then turns to these problems and their solutions.⁴ The six categories in the social-emotional area are again divided into two groups, three positive and three negative. They are:

Positive:

1. Shows solidarity; raises other's status, gives help, reward.
2. Shows tension release; jokes, laughs, shows satisfaction.
3. Agrees, shows passive acceptance; understands, concurs, complies.

²Ibid., p. 8.

³Ibid., p. 9.

⁴Ibid., p. 8.

Negative:

1. Disagrees; shows passive rejection, formality; withholds help.
2. Shows tension; asks for help; withdraws out of field.
3. Shows antagonism; deflates other's status, defends or asserts self.⁵

It was felt that, although this instrument was not specifically designed for analysis of collective negotiation, it did provide a method for accomplishing the purpose described earlier. The instrument was designed for small group interaction analysis, and collective negotiation as it was accomplished in the case under study did fit that general definition. The writer observed twelve sessions of collective negotiations. These sessions involved a total time of 53 hours and 20 minutes. Of that time, approximately 19 hours and 10 minutes were spent in caucus; thus, observation of interaction was carried on for about 34 hours and 10 minutes. During this time, each action of the participants was assigned to one of the categories of the Bales' instrument. These actions were primarily statements of the participants, but other overt actions, which were not necessarily vocalized, were recorded as prescribed by the Bales' technique.

The issues which were taken up at the bargaining table were described for the purposes of this study as

⁵Ibid., p. 9.

they arose at the table. The Teacher Association proposals numbered twenty-five in their original form. There were sixteen original proposals by the Board. As they developed at the table, twenty-one reasonably specific issues were dealt with. The discrepancy between the number treated in this section of the study and the number of proposals by teachers and board was explained in that several proposals were sometimes dealt with as one general issue during the negotiations process. The process also allowed for some intermittent attention as several issues were left temporarily at impasse and then taken up again at a later date or time. There were also times when consultant help was needed to resolve an issue. For this reason, the issue would be postponed until such consultant help as was required could be obtained. Taking these factors into consideration, it was determined that, for the purposes of this section of the study, twenty-one basic issues were negotiated. As indicated in Chapters I and III, these issues were assigned classification as either welfare or instruction issues depending on how they were treated in the negotiations process. This was done by the writer and was based on how the issues were viewed by the Teacher Team negotiators during the process. It should be recognized that arguments can be presented to place virtually any of these issues in the other category and that they

were classified as they were here on the basis of the writer's perception in this particular case. The following fourteen issues were classified as teacher welfare issues:

1. Grievance procedure
2. Calendar
3. Professional rights and responsibilities
4. Teaching conditions
5. Vacancies, promotions, and transfers
6. Sick and personal leave
7. Protection of teachers
8. Recognition
9. Agency shop
10. Professional compensation
11. Professional qualifications
12. Leaves of absence
13. Negotiations procedures
14. Hours and duties

The following seven were classified as issues dealing with instruction:

1. Board rights and responsibilities
2. Program reduction
3. Teaching load
4. Teacher evaluation
5. Academic freedom

6. Curriculum council
7. Professional study committee

Tables 1 through 14 describe the actions that occurred as each welfare issue was negotiated. The tables were designed to show the number of actions by each team in the positive social-emotional area, in the task area, and in the negative social-emotional area. This same information is also presented as a percentage figure in each area.

In the narrative presentation of the information a description was presented as to which team provided more action in each of three areas, positive social-emotional behavior, task behavior and negative social-emotional behavior. It was also noted which team provided more action in the sum of the three areas or totally. This action or behavior occurred while the negotiations process was taking place and was the action or behavior of individual team members. No distinction was made as to whether this action or behavior was directed at the other team members, one's own team members or some specific team member of either team. Generally it was directed at one or more members of the opposing team.

The terms "action" and "behavior" refer to the verbal or non-verbal individual actions of behavior described earlier as part of the Bales technique.

In Table 1, the issue of grievance procedure is recorded. In this instance, the Teacher Team recorded more positive social-emotional behavior. The Board Team recorded all of the negative social-emotional behavior and more of the task behavior than did the Teacher Team. The Board Team exhibited more action or behavior in the sum of the three areas.

Table 1
Grievance Procedure

	Positive S.E.		Negative S.E.		Task (Neutral)		Total	
	Freq.	%	Freq.	%	Freq.	%	Freq.	%
Board	3	43	3	100	39	56	45	57
Teachers	4	57	0	0	31	44	35	43
Total	7	100	3	100	70	100	80	100

Relative to the issue of the school calendar, recorded in Table 2, again the Teacher Team exhibited more positive social-emotional behavior. The Board Team exhibited a great deal more negative social-emotional actions and they also had more action in the task area and, consequently totally.

Table 2
Calendar

	+ S.E.		- S.E.		Task		Total	
	Freq.	%	Freq.	%	Freq.	%	Freq.	%
Board	5	45	9	90	66	58	80	60
Teachers	6	55	1	10	48	42	55	40
Total	11	100	10	100	114	100	135	100

On the issue of professional rights and responsibilities, similar trends prevailed (see Table 3) as they also did on the issues of teaching conditions (see Table 4).

Table 3
Professional Rights and Responsibilities

	+ S.E.		- S.E.		Task		Total	
	Freq.	%	Freq.	%	Freq.	%	Freq.	%
Board	31	40	21	75	393	54	445	54
Teachers	47	60	11	25	330	46	338	46
Total	78	100	32	100	723	100	833	100

Table 4
Teaching Conditions

	+ S.E.		- S.E.		Task		Total	
	Freq.	%	Freq.	%	Freq.	%	Freq.	%
Board	25	41	6	75	316	57	347	56
Teachers	36	59	2	25	238	43	276	44
Total	61	100	8	100	554	100	623	100

On the issue of vacations, promotions, and transfers, there were some differences from the trends exhibited in the four earlier issues. In this instance, the Board Team registered more positive social-emotional behavior and the Teacher Team, the only negative behavior; however, this latter was only one action. On this issue, the Board Team continued to record the greater amount of action in the task area and in the sum of the three areas or totally (see Table 5).

The issue of sick and personal leave required minimal action. There was no action in either the positive or negative social-emotional area. The Board Team furnished more of the action in the task area (see Table 6).

Table 5
Vacations, Promotions, and Transfers

	+ S.E.		- S.E.		Task		Total	
	Freq.	%	Freq.	%	Freq.	%	Freq.	%
Board	4	57	0	0	55	56	59	56
Teachers	3	43	1	100	43	44	47	44
Total	7	100	1	100	98	100	106	100

Table 6
Sick and Personal Leave

	+ S.E.		- S.E.		Task		Total	
	Freq.	%	Freq.	%	Freq.	%	Freq.	%
Board	0	--	0	--	8	73	8	73
Teachers	0	--	0	--	3	27	3	27
Total	0	--	0	--	11	100	11	100

On the issue of leaves of absence as recorded in Table 7, the Teacher Team provided more action in the positive social-emotional area. In the negative area, the two teams were equal and the Board Team again recorded more actions in the task area and totally.

Table 7
Leaves of Absence

	+ S.E.		- S.E.		Task		Total	
	Freq.	%	Freq.	%	Freq.	%	Freq.	%
Board	6	44	1	50	79	55	86	54
Teachers	8	56	1	50	64	45	73	46
Total	14	100	2	100	143	100	159	100

Protection of teachers was an issue on which the Teacher Team was more active in the positive social-emotional area; there was no action in the negative social-emotional area; and the Board Team was more active in the task area and totally (Table 8).

Table 8
Protection of Teachers

	+ S.E.		- S.E.		Task		Total	
	Freq.	%	Freq.	%	Freq.	%	Freq.	%
Board	10	45	0	--	72	69	82	65
Teachers	12	55	0	--	33	31	45	35
Total	22	100	0	--	105	100	127	100

Table 9 indicates that on the issue of hours and duties, there was a reversal in the general trend in that in the positive social-emotional area the Board Team had slightly more action, the Teacher Team showed the only action in the negative area and the teachers had more action in the task area. This was the only issue where the teachers were more active.

Table 9
Hours and Duties

	+ S.E.		- S.E.		Task		Total	
	Freq.	%	Freq.	%	Freq.	%	Freq.	%
Board	10	52	0	0	43	48	53	48
Teachers	9	48	1	100	46	52	56	52
Total	19	100	1	100	89	100	109	100

When dealing with negotiations procedures, the two teams were equally active in the positive social-emotional area. Only the Board Team indicated any action in the negative social-emotional area. They again provided more of the action in the task area and totally on this lightly contested issue (see Table 10).

Table 10
Negotiations Procedures

	+ S.E.		- S.E.		Task		Total	
	Freq.	%	Freq.	%	Freq.	%	Freq.	%
Board	2	50	1	100	10	67	13	65
Teachers	2	50	0	0	5	33	7	35
Total	4	100	1	100	15	100	20	100

Recognition, as recorded in Table 11, also found an equal amount of action by both teams in the positive social-emotional area. The Board Team provided more negative action, more task action, and had the greater total.

Table 11
Recognition

	+ S.E.		- S.E.		Task		Total	
	Freq.	%	Freq.	%	Freq.	%	Freq.	%
Board	2	50	4	67	17	61	23	61
Teachers	2	50	2	33	11	39	15	39
Total	4	100	6	100	28	100	38	100

On the issue of agency shop, the Board team recorded more action in all three areas, although they exhibited only one action in the negative social-emotional area (Table 12).

Table 12
Agency Shop

	+ S.E.		- S.E.		Task		Total	
	Freq.	%	Freq.	%	Freq.	%	Freq.	%
Board	9	56	1	100	60	58	70	59
Teachers	7	44	0	0	43	42	50	41
Total	16	100	1	100	103	100	120	100

On the issue of special certification, the teams had an equal amount of action in the positive social-emotional area. Neither team had action in the negative area; and the Board Team had more than twice as much action in the task area and, consequently totally (Table 13).

On the issue of professional compensation, the general trend was observed in that the Teacher Team had the greater amount of action in the positive social-emotional area. The Board Team had a greater amount in the negative

social-emotional area, in the task area, and totally (Table 14).

Table 13
Special Certification

	+ S.E.		- S.E.		Task		Total	
	Freq.	%	Freq.	%	Freq.	%	Freq.	%
Board	2	50	0	--	39	71	41	70
Teachers	2	50	0	--	16	29	18	30
Total	4	100	0	--	55	100	59	100

Table 14
Professional Compensation

	+ S.E.		- S.E.		Task		Total	
	Freq.	%	Freq.	%	Freq.	%	Freq.	%
Board	13	42	11	85	236	60	260	60
Teachers	18	58	2	15	157	40	177	40
Total	31	100	13	100	493	100	437	100

Tables 15 through 21 describe the actions that occurred as each instructional issue was negotiated.

They have the same general design as was described for Tables 1-14.

The first issue dealing with instruction, board rights and responsibilities, had more action coming from the Board Team in all three areas and totally. The difference between the two teams actions or behavior on this issue, however was only slight (Table 15).

Table 15
Board Rights and Responsibilities

	+ S.E.		- S.E.		Task		Total	
	Freq.	%	Freq.	%	Freq.	%	Freq.	%
Board	7	60	4	67	49	51	60	53
Teachers	5	40	2	33	46	49	53	47
Total	12	100	6	100	95	100	113	100

Table 16 describes the action around the issue of program reduction. On this issue, the Teacher Team exhibited more action in the positive social-emotional area and the Board Team exhibited more than twice as much action on the negative social-emotional area. The Board also had more action in the task area and totally.

Table 16
Program Reduction

	+ S.E.		- S.E.		Task		Total	
	Freq.	%	Freq.	%	Freq.	%	Freq.	%
Board	18	42	22	67	164	55	204	55
Teachers	25	58	10	33	137	45	172	45
Total	43	100	32	100	301	100	376	100

The teaching load issue described in Table 17 followed the classic pattern of having more action by the teachers in the positive social-emotional area, while the board showed more action in the negative social-emotional area, in the task area and totally.

Table 17
Teaching Load

	+ S.E.		- S.E.		Task		Total	
	Freq.	%	Freq.	%	Freq.	%	Freq.	%
Board	2	40	3	75	55	54	60	53
Teachers	4	60	1	25	49	46	54	47
Total	6	100	4	100	104	100	114	100

On the teacher evaluation issue, the Board Team showed more positive social-emotional behavior and substantially more task behavior. No negative social-emotional action was exhibited by either team (Table 18).

Table 18
Teacher Evaluation

	+ S.E.		- S.E.		Task		Total	
	Freq.	%	Freq.	%	Freq.	%	Freq.	%
Board	14	64	0	--	80	63	94	63
Teachers	8	36	0	--	48	37	56	37
Total	22	100	0	--	128	100	150	100

On the issue of academic freedom, the classic pattern of more action by the Teacher Team in the positive social-emotional area and by the Board Team in the other two areas and totally again held true (Table 19).

Table 20 deals with the curriculum council issue, and the classic pattern prevailed again.

On the issue of a professional study committee, the behavior pattern differed from the previous two in that the Board Team provided the more action in all three areas and totally (Table 21).

Table 19
Academic Freedom

	+ S.E.		- S.E.		Task		Total	
	Freq.	%	Freq.	%	Freq.	%	Freq.	%
Board	13	39	2	67	112	59	127	57
Teachers	20	61	1	33	76	41	97	43
Total	33	100	3	100	188	100	224	100

Table 20
Curriculum Council

	+ S.E.		- S.E.		Task		Total	
	Freq.	%	Freq.	%	Freq.	%	Freq.	%
Board	9	39	5	55	90	55	104	54
Teachers	14	61	4	45	74	45	92	46
Total	23	100	9	100	164	100	196	100

Table 21
Professional Study Committee

	+ S.E.		- S.E.		Task		Total	
	Freq.	%	Freq.	%	Freq.	%	Freq.	%
Board	6	56	2	67	70	63	78	63
Teachers	5	44	1	33	41	37	47	37
Total	11	100	3	100	111	100	125	100

As indicated earlier a general or classic pattern established itself over the several issues. There were some variations but, in general, the Teacher Team tended to demonstrate more action and behavior in the positive social-emotional area, while the Board Team exhibited more in the negative social-emotional and task areas. Since in most of the cases, there was a great deal more action in the task area than in the other two, this meant that the Board Team exhibited more total action than did the Teacher Team. This was the case in every issue except one (Hours and Duties, Table 9). This trend appeared in both the welfare and instruction issues. The trend is further emphasized in Tables 22-23 which provide the cumulative totals for welfare and instruction issues, respectively.

Table 22
Cumulative for All Welfare Issues

	+ S.E.		- S.E.		Task		Total	
	Freq.	%	Freq.	%	Freq.	%	Freq.	%
Board	122	44	57	73	1433	57	1612	56
Teachers	156	56	21	27	1068	43	1245	44
Total	287	100	78	100	2501	100	2857	100

Table 23
Cumulative for All Instructional Issues

	+ S.E.		- S.E.		Task		Total	
	Freq.	%	Freq.	%	Freq.	%	Freq.	%
Board	69	46	38	67	620	57	727	56
Teachers	81	54	19	33	471	43	571	44
Total	150	100	57	100	1091	100	1298	100

The difference in behavior relative to welfare and instruction issues was found to be slight. In the positive social-emotional area on both welfare and the instructional issues, the Teacher Team exhibited more of this behavior than did the Board Team. There was very

little difference between the welfare and the instruction issues (Tables 22-23). In the negative social-emotional area, the Board Team exhibited a good deal more of this type behavior than did the Teacher Team. Although the difference between the types of issues for negative social-emotional behavior was only six percentage points (Tables 22-23), it may be significant that this difference was as a result of the Board Team's exhibiting less negative social-emotional behavior and the Teacher Team's exhibiting more (percentage-wise) on issues of instruction as compared with welfare. In the task area, the Board Team produced more actions. This was true on both the welfare and instruction issues. The percentage figure was the same in both cases. Totally, the Board Team produced the greater number of actions and, again, the percent figure on issues of both welfare and instruction was exactly the same.

Overall these data seem to suggest little difference in behavior and action of the teams between issues of welfare and instructional issues. As stated earlier, the only trends which seemed to stand out were that the Teacher Team provided more action in the positive social-emotional area, while the Board Team provided more in the negative social-emotional and task areas. These trends prevailed on both welfare and instruction issues with no particular difference noted.

As noted earlier in this chapter, a total of 53 hours and 20 minutes were involved in the twelve negotiations sessions observed. A breakdown of this time on the fourteen welfare issues and seven instructional issues is provided below. It should be noted that this includes caucus time; and although the observer was not present at caucuses, it was assumed that the time was spent on the respective issue which each caucus was called to discuss and this time is included (see Tables 24-25).

The time given to individual issues varied a great deal. This depended on the importance of the issue and the degree of disagreement on the issue between the teams. As might be expected, the greatest amount of time was spent on professional compensation. A large share of this time was spent in caucus at the last session while the mediator worked with both teams. Some other issues were completed during this time as some trading was done to arrive at a final agreement.

One should be careful when considering average figures as they can be misleading. It was noted, however, that the average time spent on welfare issues was almost identical with that spent on issues on instruction.

Table 24

Time Spent on Welfare Issues

Issues	Hours	Min.
Grievance Procedure	1	25
Calendar	2	
Professional Rights and Responsibilities	8	30
Teaching Conditions	5	55
Vacations, Promotions, and Transfers	1	45
Sick and Personal Leave		10
Leaves of Absence	1	45
Protection of Teachers	1	35
Hours and Duties	1	05
Negotiation Procedures		15
Recognition		30
Agency Shop	1	50
Special Certification		55
Professional Compensation	8	35
Total Time Spent	36	20

Table 25

Time Spent on Instructional Issues

Issues	Hours	Min.
Board Rights and Responsibilities	1	20
Program Reduction	3	25
Teaching Load	1	
Teacher Evaluation	1	50
Academic Freedom	3	
Curriculum Council	3	05
Professional Study Committee	4	40
Total Time Spent	18	20

Analysis of Proposals and
Final Master Agreement

Table 26

Disposal of Parties' Proposals

Proposers	Proposals Accepted as Submitted	Proposals Accepted with Minor Changes	Proposals Accepted with Major Changes	Proposals Rejected	Proposals Dropped
Teachers	0	9	7	2	7
Board	3	11	2	0	0

The proposals of the Teacher Association and of the Board of Education were reviewed along with the Master Contract or Final Agreement. The purpose was to determine which proposals had been accepted as submitted, accepted with minor changes, accepted with major changes, or rejected. It was then determined who had made which proposals and the results were tabulated. A cursory examination of the tabulations, however, does not provide all of the information needed to understand the disposition of the various proposals. For this reason, a narrative account of some of the factors involved is presented: first, in the order that articles appear in the Master Agreement or Contract; and then, additional proposals which were not made a part of the Master Contract.

Article I in the Master Contract dealt with recognition and was accepted as proposed by the Board. The Changes in the Teacher Association proposal were minor in that they had defined the personnel to be covered by the agreement in slightly different terms than had the Board. The objectives of the proposals of both parties on this particular issue were substantially the same in their original form.

The second article is designated in the Master Contract as "Teacher and Chapter Rights and Responsibilities." The article showed evidence of major changes in both parties' original proposals. The Board had proposed twenty specific behavioral objectives for teachers as a part of this Article. These objectives were eventually removed as it was argued that the first of these twenty would cover the others when followed by a statement relative to the Code of Ethics of the Education Profession (Appendix B, Article II, Section D and following statement). Consequently, this was accomplished, as "Section D" was the first of these statements. The Teacher Association had a number of proposals relative to this article, which were also removed before agreement was reached. Some of these proposals delineated specific information which the Board would have to provide on request, and some specific statements on building and facilities use.

These were held eventually to be unnecessary in light of more general statements adopted (Appendix B, Article III, Sections B and C).

Management rights found in Article III of the Master Contract was an original proposal only of the Board. As a result of counter proposals of the Teacher Association, the proposal was subjected to what has been classified as minor changes before agreement was reached. The Board's original proposal delineated five specific rights of the Board including:

1. To manage and control the school system.
2. To hire, transfer, promote, and dismiss any and all employees and to determine the conditions for these decisions.
3. To provide the structure of the system and for its instructional program.
4. To make decisions relative to materials, text-books, and any type of teaching aid.
5. To determine terms and conditions of employment.

These five provisions were removed and the Master Contract simply stated that the Board reserves all powers conferred on it by law and that it should exercise these powers in conformity with the Master Agreement (Appendix B, Article III).

The fourth article of the Master Contract deals with professional compensation. This article was

determined to have been established with major changes of the Teacher Association proposal and minor changes of the Board proposal. The reasons for this determination were several. The key issue in most negotiations agreements is the establishment of a salary schedule. The case under study was no exception. As may be noted in the salary schedules proposed by each organization and that upon which the parties finally agreed (Appendixes C and B), the schedule established in the Master Contract was somewhat closer to the original proposal of the Board than to that of the Teachers. The original proposal of the Board set a beginning salary for a bachelor's degree at \$6,600.00. It included five education steps and ten experience steps with a five percent increment each way. The original Teacher proposal was interesting in that when the Board Team indicated that the proposal was unacceptable, the Teacher Team retired to caucus and came back in a short time with another. The first of these two had a beginning salary of \$6,750.00, included five education steps, ten experience steps, and a six percent increment in both directions. The second schedule offered after the Board Team's unfavorable reaction to the first had a \$6,850.00 beginning salary with the same number of experience and education steps. This schedule reduced the increment to five and one-half percent both ways. The salary schedule

in the Final Agreement began at \$6,675.00 and included five education steps and ten experience steps with a five percent increment index in each direction. The Teacher proposal included four other sections which provided for further special compensation and certain school calendar changes. These were not adopted. All sections of the Board's proposal were adopted with a few minor changes plus the salary schedule change which has been discussed.

The next article had to do with teaching hours (Appendix B, Article V). Only minor changes were required in both the Teacher Association and Board proposals on this issue. The Teacher Association sought a reporting time of fifteen minutes for all teachers prior to the time that students are required to report. They further sought a duty-free lunch period of sixty minutes for all teachers. The completed Master Contract provided that elementary teachers report thirty minutes earlier than the students and for a duty-free lunch period of at least thirty minutes. It required that any decision on after-school activities, such as parent-teacher conferences, consultations with administrators, and supervising students, could not be made without consultation with the building representative (Appendix B, Article V, Section C).

Teaching loads and assignments were the content which made up the next article in the Agreement (Appendix B,

Article VI). In this instance, it was determined that the Teacher Association and Board proposals were both subjected to minor changes. Proposals which the Teacher Association sought, but which were not made a part of the final agreement, were:

A minimum sixty-minute preparation period for elementary teachers.

An \$8.00 per hour payment when assigned during regular preparation period.

The Master Contract provided \$5.00 per hour for assignment during preparation period and a thirty-minute preparation period for elementary teachers (Appendix B, Article VI, Section A). Changes in the Board proposal were the removal of the statement "as long as financially practical" following the provision for thirty-minute preparation periods for elementary teachers and a change which made exception to the provisions of this section (Article VI, Section A) more stringent than had the Board's original proposal.

In Article VII, which dealt with teaching conditions, changes in the Teacher Association proposal were classified as major, while those in the Board proposal were placed in the minor classification. The Teacher Association proposal contained a class-size feature which was quite extensive. It established optimum and maximum sizes for all classes in the system and specifically described these. The Board proposal contained a general

statement on this issue based on optimum learning and practicality. The Board proposal was adopted with an additional statement to the effect that methods for reducing the work load in overcrowded classrooms will be considered and implemented when feasible through the use of volunteer lay help, combination classes, and redistribution of students to the various attendance areas. The Teachers further sought remuneration for teachers who were assigned classes with more students than their proposed maximums indicated, a district-wide pupil-teacher ratio no greater than 25:1, binding staff decisions on equipment needs, clerical and mechanical aids for preparing instructional materials, a teacher-developed staff library in each building, certain individual facilities and supplies, telephone facilities, and health-guarded working conditions. None of these latter proposals were made a part of the Master Contract. It should be noted here that the Board Team from time to time agreed to inform the administration of several Teacher Association requests which were not made a part of the contract, the intent being to make provision for some of these requests as a part of the day-to-day operation of the school. The Teacher Team accepted this promise with the admonition that if changes were not forthcoming, such items would be pressed with more vigor in future negotiations.

Article VIII of the Master Contract dealt with vacancies and promotions. Again it was determined that changes in the Teacher Association proposal, relative to these issues were major while those in the Board proposal were minor. The Teacher Association proposal stated that the Board must support a policy of filling vacancies from within its own staff; that notice of vacancy be posted for three weeks; and that seniority be a substantial prerequisite for promotion or filling a vacancy. These statements were either not made a part of the Master Contract or were changed to a major degree (Appendix B, Article VIII, Sections A and B). The Board proposal was for a seven-day notice on vacancies (Master Contract required a ten-day notice) and did not provide for notice being given to the Association. Other than these factors the Board proposal was adopted as proposed.

Transfers were the subject of Article IX. There was little disagreement in the proposals of the two parties. The Board's proposal was adopted as presented (Appendix B, Article IX). The Teacher Association proposal differed only in the format it prescribed for transfer and was thus determined to be adopted with a minor change.

Article X dealt with sick and personal business leave. In this instance, it was determined that the Board proposal was accepted with a minor change in that the words

"without just cause" were added to the statement, "No personal business shall be granted immediately preceding or following a holiday or vacation period" (Appendix B, Article X, Section A). Other than this qualification the Board proposal as it appeared originally became a part of the Master Contract. The Teacher Association proposal would have allowed more sick leave days in each category but still proposed the same cumulative total of 90 days. The Teacher Association proposal was also described as one of minor change.

On leaves of absence, which are found in Article XI of the Master Contract, little difference of opinion was expressed in the parties' proposals. One wording change around the idea of licensing or certification was made in both proposals. The only other change was in the Teacher proposal to the effect that a teacher on sabbatical leave may be paid his full salary or part of it. The proposal had indicated that it be required that the teacher receive his full annual salary. With these changes, both parties' proposals were considered to be accepted with minor change.

Article XII of the Master Contract was concerned with terminal leave. The Teacher Association proposal was considered to have received major change in that the proposal included a schedule for terminal leave which would have raised these payments generally and would have

provided an earlier eligibility than did the previous contract. The schedule adopted was the same as had existed in the previous contract (Appendix B, Article XII). The Board made no proposal relative to this issue.

Insurance protection was the subject of Article XIII. Interestingly, neither of the parties dealt with this item in their original proposals. The Teacher Team introduced it later. It is worthy of note that this article provided substantially better insurance benefits to the teachers than had the previous contract (Appendix B, Article XIII).

The subject of Article XIV was teacher evaluation and discipline. The Teacher Association proposal included a total revamping of the evaluation process and of the instrument which was used for this purpose. Since no part of their proposal was accepted, it was classified as being rejected. The Board proposal was determined to have been adopted with minor change. One section which proclaimed the Board's power to adopt rules and regulations for the discipline of teachers was removed and two other sections were combined. From this was produced the article upon which the parties agreed (Appendix B, Article XIV). The Board Team did agree, informally, that the Teacher Association proposals for change in the evaluation instrument would be given due consideration in the continued development of this instrument.

Article XV dealt with the protection of teachers. Both parties' proposals were classified as being adopted with minor change. In the case of the Board proposal, one sentence was added which indicated that the administrator should, when practical, confer with the teacher before overruling a teacher's decision on student discipline (Appendix B, Article XV, Section A). The Teacher Association proposal contained a section which would make teacher referral of students mandatory. This section did not appear in the Final Agreement. There were a few places in the Teacher Association proposal where wording was slightly different from what was adopted, but these were of relatively minor importance.

Article XVII dealt with grievance procedure. Although this is a long and involved article (Appendix B, Article XVII), there was relatively little disagreement about its content. Both parties seemed reasonably satisfied with how it had operated in the past under the previous contract. With this situation, a few minor changes in both parties' proposals were all that were necessary to arrive at agreement. Both parties' proposals were classified as adopted with minor change.

Article XVIII was involved with academic freedom. The Teacher Association proposal was determined to have been rejected on this issue. Their proposal included some

seven pages which were aimed at determining policy and providing quite specific administrative regulation to insure the academic freedom of teachers in the system. An important phase of this regulation would have provided for a teacher-controlled permanent committee whose purpose would have been to act on cases in question, relative to academic freedom. A good deal of discussion took place around this issue and it was finally resolved when the Board Team agreed to making a part of the contract an opener to act on this issue should it become necessary (Appendix B, Article XVIII). With this resolution, the Teachers agreed to withdraw their proposal; therefore, for the purposes of this study, it was determined to be rejected. The Board had no original proposal on academic freedom.

Association membership and professional dues were dealt with in Article XIX of the Master Contract. The Teacher Association proposal was a rather short statement which did not clearly delineate the establishment of an agency shop in which all teachers would be required to pay dues to the Association. During the discussion, the proposal was developed to include this feature. Further development of the Article included the provision that should one not meet the dues payments, he would be discharged at the end of the school year, except for teachers

new to the system who would be exempt from this condition for their first year (Appendix B, Article XIX, Section A, No. 4). With these kinds of changes, the original Teacher Association proposal was determined to have been adopted with major change. The Board did not have a proposal relative to this area.

Article XX dealt with the duration of the agreement. Both parties were classified as having had their proposals adopted with major change. The Board proposal sought a three-year agreement and the Teacher Association proposed a one-year contract. The final decision in the Master Contract designates a two-year agreement or contract.

As indicated in Table 26, the Teacher Association had seven original proposals which were not made a part of the contract, while the Board had none which fell into this category.

The first of these in the Teacher Association proposals dealt with the reduction of personnel. This proposal was designed to be implemented in case the economic aspect of the contract was such that reduction of personnel became necessary. The Teacher Association proposal specified which positions should be eliminated first, and, as might be expected, the proposal gave priority to seniority. Since the district was not placed in the economic jeopardy that was considered possible, this particular proposal was removed.

The Teacher Association had a second proposal having to do with professional and personal business leave. This would have provided four additional days for professional business, such as conferences and workshops of the teachers' interest or for personal business which could be for any purpose. Since this issue was closely allied with Article X of the contract, it was negotiated at the same time and during that period was dropped by the Teacher Team as a proposal.

The next Association proposal in this category provided for a curriculum council. The purpose here was to establish a council, under mandate of the contract, which would develop the curriculum for the school district. The Board Team during the discussion opposed such a development on the basis that the staff was thoroughly involved in curriculum development under the present organization and further, that a mandated council might tend to stultify what was already taking place. These arguments eventually seemed to prevail and the proposal was dropped.

Professional study committees were the subject of the next proposal in this category. One committee was to have been established to study discipline policy and procedures and make recommendations. Another committee would have been established to study and recommend on ethical problems. After full discussion, it was determined

that needs in these areas could be attained without contract mandate and, thus, the proposal was dropped.

Another proposal dealt with programs for special students. It would have provided planning periods for special education teachers and no bus duty for these teachers. The Board Team pointed in their argument to the unusual nature of special education teachers' jobs and the corresponding difficulty in replacing them for planning time. They did, however, recognize the problem and agreed to take these teachers' problems under advisement as an administrative problem with which to be dealt. With this understanding, the Teacher Team agreed to drop the proposal.

The Teacher Association proposal relative to the school nurse program had to do with the educational requirements for a school nurse. The Board Team, while indicating that they accepted the theory of the proposal to some degree, pointed out that it would be difficult to adopt the proposal because it might tend to eliminate present staff members who were quite efficient. They agreed that the Board should aim for the type of educational requirements suggested when hiring in the future. Following this discussion, the Teacher Team agreed to remove the proposal.

A Teacher Association proposal for teacher credit union deductions was dropped when the Board indicated that

they could not at that time handle this additional accounting load because of a shortage of business machines. They did indicate that when they acquired the ability to deal with these deductions, which they did intend to acquire, they would assume this responsibility. With this explanation, the Teacher Team agreed to drop the proposal.

This section of this study has dealt with the question described in Chapter III, "What was the input of proposals of each party and what was the outcome in the Master Contract?" As summarized in Table 26, the Teacher Association had a total of twenty-five proposals. Of these, none was accepted as submitted, nine were accepted with minor changes; seven were accepted with major changes; two were rejected; and seven were dropped or withdrawn. The Board had sixteen original proposals. Three of these were accepted as submitted; eleven were accepted with minor changes; two with major changes, and none was rejected or withdrawn. Two articles of the Agreement were developed during the process and were not entered by either team as original proposals. It should be noted that the reader should exercise care in interpreting this data. Although the Board Team did have more proposals accepted as submitted or with minor change, it is possible that the teacher team gained items which are very important to them or which may make for more dynamic change in the system. It is

difficult to determine, on the basis of the data, the relative success of the two bargaining teams.

Analysis of Structured Interviews

The interview instrument was developed by the writer with the assistance of the Michigan State University College of Education Research Department. Validation of the instrument was not possible for the reasons described in Chapter III. The interview period required approximately one hour with each team member and was transcribed. These transcriptions were analyzed and the analysis is presented below in narrative form.

The interview was structured so as to be divided into four sections (Appendix D). The first section sought information and ideas relative to areas of study for prospective administrators, which might best prepare them for the process of negotiations. Several study areas were selected. They were those to which administrators-in-training are often subjected and several to which teachers are subjected. The members of both negotiating teams (Teachers' and Board) were asked to respond to each study area as to whether or not they believed it did or would have helped them in preparing them as a negotiations team member. The respondents were told that the responses could be open-ended so that they might explain their responses if they wished.

In response to the area of school finance, all respondents indicated that this area was important and that knowledge in the area was helpful to any negotiating team member. The Board Team members tended to place more emphasis on the area of finance. They indicated that it was vital that at least one team member have specialized knowledge in this area. One of the Teacher Team members indicated that he felt that his team was placed at a disadvantage in that they did not have competence in the financial area equal to that of the Board Team.

In the area of personnel administration, the Board Team tended generally to rate this realm as more important than did the Teacher team. Responses of members of both teams seemed to indicate that the difference in importance of this area to the two teams might be attributed to their different objectives during negotiations. The Board Team members placed more importance on establishing items in the agreement which dealt with personnel administration than did the Teachers. This might best be summarized by the statement of one Board Team member in which he said that a negotiating team should include one or more people who have knowledge and understanding of specific personnel skills such as those associated with analysis of teaching performance and with evaluation of the effects of personnel programs.

In curriculum, all respondents indicated the importance of this area. The Board Team tended to give it a higher degree of importance than did the Teachers. All Board Team members agreed that it was imperative that at least one member of their team have a high degree of sophistication and skill in this area. One Board Team member emphasized this when he indicated that an intimate knowledge of curriculum needed to be represented on the Board Team so as to gain respect from the Teacher Team for the Board Team's ability to deal with curricular problems.

The Board Team felt that a knowledge of supervision and its aspects was important to their Team's efforts. The Teacher Team, on the other hand, saw little need for this kind of knowledge for negotiating team members.

When asked about the area of educational research, the Board Team tended toward a general belief that some understanding of research and research methods was helpful to negotiating team members, but they saw it as less important than some of the other areas. The Teacher Team placed more emphasis in this area than did the Board Team. This might be explained in that the Board Team, because they did have some background, had less trouble dealing with research information than did the Teacher Team members during the course of the negotiations process.

The area of public relations produced mixed reactions from both teams. Generally, the Teacher Team had more discrepancy in their reactions than did the Board Team. One Teacher Team member stated that it was imperative that teacher organizations develop programs which inform the public of what the organization is doing and why. Another indicated that such public information programs were the responsibility of the Board and that the Teachers' responsibility was only to insist upon good educational programs. The Board Team was generally agreed that knowledge and wise use of communication skills was a necessity. One Board Team member indicated that he thought this might be acquired in other study areas and through the use of "common sense."

The area of general school administration was felt to be important by both teams, although the Board Team gave this area more emphasis than did the Teacher Team. One Board Team member indicated that this type of study provides fundamental knowledge needed when negotiating.

In the area of school law, all team members, except one, placed a high degree of importance on this study area. The one exception, a Board Team member, indicated that he saw little need for study in this area, but that consultative services should be obtained from someone with this specialized skill.

The study area of the behavioral sciences was negated in importance by two Board Team members, but one, on the other hand, saw it as rather important. Teacher Team members thought this area was quite important. Their general reaction was indicated by one of their members who said that study in this area gives one more skill in the "games that people play" and collective negotiations fit into this category.

All members of both teams believed that a specific study of school negotiations was a top priority for anyone who might become a negotiator. In addition to this need, several indicated that all teachers and all administrators should be given training in this area so as to understand and support the process better, whether or not they were actually participating in the negotiating.

Relative to areas of study in teaching methods, there was some diversity of opinion on both teams. Comments ranging from "worthless" to very important" came from both teams. Perhaps the comment of one Board Team member provides some explanation for this diversity. He said that the thought that the importance of study in this area depended on what one had experienced. In his own case, he believed that the methods work in his background was rather important to his understanding of curriculum as a whole and had made definite contributions to his knowledge and skills as a negotiator.

All team members but one saw little relationship between student teaching and negotiations. The one exception, a Board Team member, indicated that student teaching might bring teachers-in-training into their first contact with negotiation and its meaning for them in the future.

Relative to other professional education courses, the reactions of both teams ranged from "no relationship" to "they could be of real value depending on the course and its content."

All team members were asked what additional training might be provided at the preparation level for administrators. A sampling of the responses follows: A Board Team member said that personnel courses and study should be "beefed up" so as to make the study of negotiations a part of this area. Another Board Team member indicated that study in the area of contract administration should receive emphasis as this was the key to workable negotiations. The third Board Team member felt that there was a definite need for both preservice and inservice training in all aspects of negotiations. A Teacher Team member indicated that case study materials were needed to provide both teachers-in-training and future administrators with a better educational background in negotiations. Another said that simulation materials would have value for preparation. A third Teacher Team member stated that

administrators were short on "know-how" in teacher evaluation and improvement in this skill would make the negotiations process easier. The other Teacher Team member felt that he wasn't qualified to venture a response.

In responding to what kinds of things might be valuable in inservice training for negotiations, one Teacher Team member felt that a regular on-going inservice program in negotiations should be developed and maintained. Another Teacher Team member said that a workshop should be developed which included both sides and that it should be run by a disinterested third party, such as the State Mediation Board. A third Teacher Team member suggested that inservice work for administrators in personnel administration would be useful. The other Teacher Team member said that inservice courses, perhaps for credit, in school negotiations should be provided for administrators.

All three Board Team members indicated that inservice workshops and seminars should be provided not only for members of the team, but also, for people who may replace or substitute for team members. One suggested the use of simulation programs which were video-taped so that performances could be evaluated.

The second section of the interview dealt with the educational community climate as a result of collective negotiations. The first question had to do with community

financial support. The Board Team generally agreed that the overall effect of collective negotiations had been moderately positive. They did, however, point to an ever increasing teacher-community confrontation in the area of school finance. One member said that because collective negotiations have produced a greater community awareness of educational problems, the effect has, to this point, been healthy.

The Teacher Team members were more pessimistic in their feelings about this effect. They were inclined to think that although much community action relative to financial support has been negative, the outcome would be to bring about needed changes in the school support structure.

On the question of the effect of the collective negotiations process on students, the Board Team was generally rather emphatic in statements that they saw no trends towards an improved educational product. One member indicated a "dampening" effect on the professional teacher because of organization pressure.

The Teacher Team, in disagreement with the Board point of view, indicated generally that collective negotiations were having or would have an effect which would produce a better education for students.

In response to a question on the effect on curriculum, all Board Team members said that they could see no

significant changes since the advent of collective negotiations.

The Teacher Team again disagreed with the Board on this question but not as strongly as they had on the previous question. Two members of the Teacher Team saw definite improvement in the curriculum as a result of collective negotiations; one indicated some improvement in quality but no change in content; and one indicated that he had observed no significant changes.

On the question relating to the quality of supervision, two Board Team members saw indications of some slight improvement, whereas the third indicated no noticeable change.

The Teacher Team members were generally agreed that collective negotiations had resulted in improved supervisory practices, particularly in evaluation. One member dissented, however, and indicated that administrators were more confused about their supervisory role as a result of collective negotiations, at least to date.

In response to the question dealing with educational research, the Board Team indicated that they saw little change in this area as a result of collective negotiations. One member indicated that he expects more meaningful educational research resulting from collective negotiations. He felt that energies so far had been expended in adjusting

to the negotiations process, but that with sophistication will come better research efforts.

The Teacher Team generally expressed inability to deal with this question. Three members indicated that they could not respond and the fourth said that he saw no change, although he felt that there was a need for more research.

On the question of the effect of collective negotiations on the general public interest in education, all respondents from both teams agreed that there was a more healthy concern with schools and school problems as far as the general public was concerned. One Board Team member felt that the public has greater expectations of teachers as a result of collective negotiations and that contracts of the future would be giving more attention to teacher accountability.

Relative to the question regarding the effect of collective negotiations on administration, one Board Team member felt that there had been a polarizing effect on the administrator-teacher relationship and little else as far as change was concerned. Another indicated that there had been a pronounced positive effect on administrative skills. He made the interesting comment that "administrators have become less prone to respond intuitively to problematic situations!" The third Board Team member felt that

administrators had become more sensitive to educational needs, but that, under collective negotiation, there also existed a greater alienation from teachers.

The Teacher Team members had some diversity of opinion relative to the effect of collective negotiations on administration. One member indicated that administrators had become more rigid and tended to "live by the contract." A second member said that administrators were having difficulty determining their role under collective negotiations. The other two Teacher Team members felt that administration was probably improved under collective negotiations. One felt that the informal lines of communication between teachers and administrators were much more effective and operable under collective negotiations.

On the question as to what changes might be expected in school law as a result of collective negotiations, all respondents from both teams were in agreement that they did not see any tendencies to repeal present legislation. There was some disagreement between teams on what kind of legislation might evolve around work stoppages. Board Team members generally felt that laws would be developed which would make it more difficult for teachers to strike. Teacher Team members believed, rather, that legislation would be forthcoming which would make the withholding of services legal for teacher organizations. Some members of

both teams indicated an expectation of a professional practices act which would give teachers more governance over the profession in areas such as certification and licensing. One Teacher Team member stated "the School Board's authority will be decreased and the teachers' authority will be increased."

When queried relative to the contribution of collective negotiations to man's behavior and understanding toward his fellowman, looking particularly at school-caused relationships, Board Team members tended to indicate that negotiations help because the amount of relationship is increased. One member pointed to his own increased understanding of the political nature of representation.

Teacher Team members, with one exception, felt that collective negotiations have produced a necessity for greater understanding. One member provided emphasis for this position when he said, "Collective negotiations require empathy; therefore, you appreciate their position, and thus you have better communication." The excepter to this idea indicated that collective negotiations have depersonalized relationships and that a more cold and businesslike attitude not only prevails, but is unavoidable.

On the question relating to the effect of collective negotiations on methods courses, there was some diversity of response from the Board Team. One member felt that

there would be no effect; a second felt he couldn't answer; and the third predicted a trend toward more emphasis on the content aspect of the courses as opposed to the human aspect. He said that teachers will be held more directly accountable to the community and in the community's effort to obtain something measurable, the result will be content with an increased emphasis thereon.

The Teacher Team had two members who felt that collective negotiations would have no effect on methods courses, one who indicated that he had hope that the effect would be more humanistic as opposed to the content aspect in the development of "how to teach" courses in education colleges and universities.

In reply to how collective negotiations might effect the student teaching experience, two Board Team members indicated that they thought teachers would use collective negotiations to attain a more extensive experience for student teachers. The third felt that there would be no effect on student teaching.

Two Teacher Team members felt there would be no effect and one felt that he could not answer the question. The fourth member, however, indicated that student teaching will become a part of master contracts and that intern teachers will also be a part of the scene and a part of contracts. He felt that this aspect will be a part of the

manner in which the teaching profession will tend towards more governance of itself, including such aspects as professional education and training.

In response to the effect of collective negotiations on other professional education courses, one Board Team member felt that the result would be a wider background of preparation for teachers. In relation to this question, he pointed to the adoption of a professional practices act which was discussed earlier and which would make the teaching profession self-regulating. The other two Board Team members did not indicate any change, although one was concerned that teachers not become over-specialized.

All Teacher Team members felt that, in these courses, a greater degree of relevance to the teaching act is resulting and will continue to result since collective negotiations have been a part of the scene. One member said there needs to be more coordination among these courses and that he expects collective negotiations to provide the impetus needed to achieve it.

In the third section of the interview instrument, dealing with crucial issues, seven issues were selected by the writer from the twenty-one described in the first section of this chapter. These seven were selected on the basis that they appeared to the writer, during his observation, to have a high degree of cruciality during the

process of negotiations. The members from each team were asked to select the three which they felt were most crucial during the 1968 negotiations process and to place these three in rank order. They were also asked consider future negotiations and predict which would be the three most crucial issues and again place them in rank order. They were told that, in either case, if they felt that the writer had not included the most crucial issues in his list of seven, that they should include it or them. In order to determine a position for each issue, the following method was used: If a team member gave an issue top rank in his selection, it was given three points; second rank received two points and third rank, one point. This method was used to determine what priorities were given by each team and to ascertain any differences between the two teams. The issues are listed in Tables 27 and 28 in their rank order according to the point value system described. The number of points received by the issue are also included.

The members of each team were reasonably consistent in their rankings of the issues of 1968. Between teams, however, there was a good deal of disagreement. All members of the Board Team placed salary and compensation as the most crucial issue during 1968 negotiations. All but one of the Teacher Team ranked professional rights and

Table 27

Team Rankings of Crucial Issues of 1968

Board Team Rankings		Teacher Team Rankings	
Issues	Point Value	Issues	Point Value
Salary and Compensation	9	Professional Rights and Responsibilities	10
Teaching Conditions	5	Salary and Compensation	8
Agency Shop	2	Academic Freedom	4
Professional Rights and Responsibilities	1	Management Rights*	1
Professional Study Committee	1	Curriculum Council	1

*This issue was not part of the list selected by the writer.

responsibilities as the number one issue. Each team identified five issues that its members felt to be crucial. In these issues the teams had only two which they both placed in their top five and those two were ranked in different positions by the two teams. It is interesting to note the different beliefs in issues which the two teams felt to be exceedingly crucial. The issues selected

Table 28

Team Rankings of Crucial Issues of the Future

Board Team Rankings		Teacher Team Rankings	
Issues	Point Value	Issues	Point Value
Salary and Compensation	9	Class Size*	6
Teaching Conditions	5	Professional Rights and Responsibilities	5
Professional Rights and Responsibilities	4	Salary and Compensation	3
		Academic Freedom	3
		Curriculum Council	2
		Teacher Evaluation*	2
		Teaching Conditions	1

*These issues were not part of the list selected by the writer.

as most crucial by each team were the two which involved the greater amount of time during negotiations (Table 24). The selection of the Agency Shop issue as being crucial

by the Board Team was interesting in that it was not mentioned by the Teacher Team. This issue received a good deal of publicity on a statewide basis. This School District is one of those in the State of Michigan where the legality of this issue is being tested. As to meaning, this issue probably affects the Teacher Organization more than it does the Board. An agency shop agreement makes payment of dues to the Teacher Organization mandatory on all teachers in the district. This affects the Organization financially, but makes little difference to the Board as far as finances are concerned.

In their predictions as to future crucial issues, it was again interesting to note that while the Board Team still unanimously agreed that salaries will be the number one issue, the Teacher Team moved this issue from second position, in their 1968 negotiations, down into a tie for third position in their predictions. This may be explained by a comment from one Teacher Team member who said that while salary will always be important, teachers' demands are going to become intensive in other areas as salaries reach a more equitable standard.

It was also noted that class size was selected as the most important issue of the future by the Teacher Team. In the 1968 bargaining, this issue had been one part of the teaching conditions issue. The Teacher Team members

indicated that, in the future, it would become an issue unto itself and ranked it first in importance. The Board Team members were almost unanimous in their agreement on future issues and selected only three. The Teacher Team, however, was more varied in its opinions and indicated possibilities of seven future issues as listed in Table 28. Two of these were parts of other issues during the 1968 negotiations.

The next section of the structured interview dealt with conflict. A question was posed which asked what the respondent had expected when 1968 negotiations began in view of the supposed conflict status in the School District as indicated in the press and by others.

Board Team members indicated a unified reaction in that they felt they were prepared to take a strike if one should have evolved but that they were certainly interested in avoiding one through negotiations if at all possible. One member indicated that although he believed a strike possible, he felt that as negotiations progressed the possibility lessened. All members of both teams agreed that the possibility was still present until the final session which involved mediation and at which settlement was attained.

Teacher Team members indicated an uncertainty about what might happen as negotiations began. Two said that

a strike would become necessary. One member described the difficulty of representing the expectations of the Organization membership as it is impossible to maintain constant contact with the total membership during the negotiations process. All Teacher Team members indicated that although they were never sure, they did feel that they made progress toward agreement during negotiations. One member said that the crisis and extent of conflict had been overstated in the press. This was also the position of one Board Team member.

One other question was asked of the team members during the interviews. This was to indicate what each would tell his successor if he were being replaced as a negotiations team member. Several comments in response to this query were noted. Two points seemed to stand out, about which there was general agreement by members of both teams. These were the importance of planning and the requirement of time. The team members agreed that effective negotiations require these two ingredients. Other comments were "Be prepared to compromise, with your own team and with the other." "Know the personalities of opposing team members and also the personalities of your own team members." "Make sure you understand what you have to give before you start." "Never be frightened by what someone else says." "Devise a means of keeping Board

members and other administrators apprised of what is happening." "Understand that the other side is accountable to their organization. Don't take statements by them personally." "Deal fairly and generally you will be dealt with fairly." "Stay away from personal stuff at the table."

Summary

The purpose of this chapter was to analyze the data which were collected. Three analyses were presented. The first dealt with the data derived from the use of Bales' instrument for interaction process analysis. The instrument was used to determine the type and amount of interaction when issues which were defined as teacher welfare issues were being resolved and when issues which were defined as issues of instruction were being resolved. It was found that relatively little difference existed in the behavior of either team, no matter which type of issue was being negotiated. The second analysis dealt with an examination of the two parties' presentations as proposals and what the results were as found in the Master Contract or Final Agreement. It was found that the Board Team had more proposals accepted as presented or with minor changes than did the teacher team. The third analysis dealt with a structured interview which was administered to each team member of both parties. This interview consisted of four

sections. The first consisted of an exploration of areas of study for administrators-in-training designed to train them for negotiations. The second section explored the team members' views of the educational climate as it related to the community. In the third section, the respondents were asked to select issues that they believed to be most crucial during the 1968 negotiations and those that they expected to be most crucial in the future. The final section dealt with conflict and team members were asked to assess the amount of conflict involved in their 1968 negotiations process and how they would brief a successor.

These data were selected as those which deal with questions two through eight of the questions which the study seeks to explore. These questions were intended to fit the criteria of "pertinent aspects" mentioned by Good and Scates in their description of a case study.⁶ The data were selected as pertinent to the study of an administrator-in-training as he prepared himself to deal with the negotiations process.

⁶Good and Scates, loc. cit.

CHAPTER V

SUMMARY, CONCLUSIONS AND RECOMMENDATIONS

General Summary

The purpose of this study was to identify and analyze the pertinent aspects of the negotiations process in a single school district as it occurred in 1968 in such a manner that administrators-in-training could gain increased understanding of the process. It was intended to provide a study which dealt with what happened in a particular case during the process of negotiations.

A school district which had been identified as having some potential for conflict during the negotiations process was selected and permission was sought to conduct the study. It was agreed that a study of the district could be conducted which would meet the conditions prescribed by Good and Scates in their definition of a case study.¹

A survey of the literature was carried out relating to three particular areas of collective negotiations. The

¹Ibid.

history and development of collective negotiations in public education were reviewed. Attention was given to how collective negotiations in education grew out of bargaining in the public sector generally and to how it had developed in the two major teacher organizations, the NEA and the AFT. The competitive nature of these two organizations and the predictions by some writers of eventual merger of the two were discussed.

The review of the literature related to the negotiations process indicated that there are three important aspects related to the process: (1) planning for negotiations, (2) negotiations at the bargaining table, and (3) administration of the contract. The first and second of these aspects related particularly to this study. Writers placed extreme emphasis on careful and adequate planning and preparations for actual negotiations. Strategy and tactics which might be practiced at the table were also reviewed.

The literature revealed that changes were taking place in the educational climate of the community generally since the advent of collective negotiations. Although the confrontation between the teachers and the community relative to financial support may be becoming more serious, a benefit of this confrontation has been an increased public interest in educational programs, according to the review.

The district selected for study was a suburban district containing a residential area for primarily upper- and upper-middle-income people whose primary source of employment was found in an adjacent industrial city. The district also had within its boundaries one large industrial plant which added considerably to its tax base. The school district contained about 22,000 people and had approximately 7,750 students enrolled in the K-12 school system. The district had a total certified staff of 376.

A number of questions were posed so as to deal with the purpose of the study:

1. What can be found in the literature relative to the history of collective negotiations, to the collective negotiations process in public school, and to the effect on educational climate in communities, which may contribute to an analysis of the negotiations process in the particular case district in 1968?
2. What kinds of behavior were observed through the use of the Bales' instrument when items of teacher welfare were bargained?
3. What kinds of behavior were observed through the use of the Bales' instrument when items of instruction were bargained?

4. What were the input or proposals of each party and what was the outcome on the master contract?
5. What types of training and courses did the team members believe were relevant to preparation for negotiations in public schools?
6. What effects on the educational climate have the team members noted?
7. What issues were crucial to bargaining team members in the development of the agreement?
8. What was the nature of the conflict that the team members deemed important during the development of the agreement?
9. What recommendations relative to the negotiations process in public school districts can be abstracted from this case study?
10. What conclusions can be drawn relative to the negotiations process in public school districts as a result of this study?

A research design to deal with these questions was developed by the writer with the assistance of the research department of the College of Education of Michigan State University.

Three types of data were collected besides the review of the literature and demographic and special data describing the school district. One type was collected

during the negotiations process at the bargaining table. During negotiations sessions, the Bales' instrument for interaction analysis was employed to collect interaction behavior data. These data were analyzed to determine the kinds of interaction which occurred when items of teacher welfare were bargained, as well as the kinds which occurred when items of instruction were bargained. Upon analysis, it was discovered that both teams maintained relatively the same type behavior when items of teacher welfare were negotiated and when items of instruction were negotiated.

A second type of data collected was the input in negotiations by each party as proposals and the outcome or what resulted in the Master Contract or Final Agreement. These data were analyzed to determine the dispensation of each party's proposals. These proposals were accorded one of five classifications: (1) accepted as originally proposed, (2) accepted with minor changes, (3) accepted with major changes, (4) rejected, or (5) withdrawn. A tabulation provided the opportunity to compare what had happened to the proposals of each party. It was found that the Board Team had more proposals in the first two classifications, while the Teacher Team had more in the last three.

The third type of data was collected through the use of an interview instrument. All members of both negotiating teams were interviewed. The interview was

divided into four sections. The first dealt with areas of study in that several study areas common to preparation programs in administration were selected and the team members were queried as to how important they felt these to be if one were preparing to deal with negotiations. They were also asked what additions or changes they would suggest in administrative preparation programs. These data were analyzed in a narrative form by generalizing, as much as possible, the statements of the members of each negotiating team. The second section of the interview dealt with the effect of negotiations on the educational community climate as perceived by the negotiating team members. Members were queried on the community climate in relation to the same areas of study that were covered in the first section of the interview. The data were analyzed in the same manner as data in the first section. The third section of the interview dealt with the crucial issues of the 1968 negotiations process as perceived by the team members and what issues they predicted as being crucial in the future. The team members were asked to rank order the three issues they thought most crucial in the 1968 negotiations and also the three that they expected to be most crucial in the future. These data were analyzed by a tabulation which indicated the perceptions of each team. The fourth section dealt with conflict. In this section,

the team members were asked to tell what they expected before negotiations began and for any further reaction at the time of the interviews, which were conducted after negotiations were completed. They were also asked what they would tell a successor on the negotiations team by way of briefing. These data were presented in the study in a narrative form which dealt with the team members' responses.

The methods of data collection and analysis were designed with the intent of dealing with the questions which the study attempted to explore. The following conclusions were developed as a result of the review of the literature and of these explorations.

Conclusions

1. The administrator cannot take a neutral position in collective negotiations in public schools. He is a part of management and as such, clearly must approach the process of negotiations from the management position. The service of the school is the learning which it produces in the students; therefore, in the management position, the administrator continues to represent the students and their needs as he has done in the past.

2. Careful planning and adequate time for such planning are key factors to success in negotiations. Provisions for

adequate planning time must be provided. This should include time for all members of the management team, including middle-management, to make contributions to the planning for negotiations.

3. Collective negotiations has had two effects on the educational climate in the community. It has developed the teacher-community confrontation relative to school finance. Along with this increased confrontation have come an increased interest and awareness by the community in public schools and their problems.

4. During negotiations, it made little difference whether issues classified as teacher welfare items or issues classified as items of instruction were being negotiated; the behavior patterns of both teams remained essentially the same. On the basis of their behavior, it can be concluded that neither group indicated any greater concern about one or the other type of issue. The case under study would tend to indicate that teachers and boards of education are no more and no less concerned about issues of teacher welfare than they are about those of instruction.

5. During negotiations in the case school district, Teacher Team members exhibited more positive social-emotional behavior as they dealt with the issues, while Board Team members exhibited more behavior which was task

oriented and more negative social-emotional behavior. The Board Team had more of its proposals accepted as submitted or accepted with minor changes, while the Teacher Team had more which were either subjected to major change or were rejected or withdrawn. These data indicated that providing more action in the task and negative social-emotional areas may result in greater rewards as far as gaining acceptance for proposals is concerned. More action in the positive social-emotional area may not produce such results.

6. College preparation programs and school district inservice programs have not given as much attention as they should to training prospective and practicing administrators in the area of collective negotiations. Most of the other areas of study generally found in preparation programs do have some relationship to collective negotiations, but more attention to that specific area is needed both at preparation and inservice levels.

7. It is not yet clear what effect collective negotiations have had on the general educational climate. There appear to have been some positive effects; such as, teaching has become a more attractive field financially for young people who are selecting careers, and there appears to be a greater interest in education and its product by the public. There have also been some negative effects. Teacher-community confrontations are becoming more

prevalent, with strikes and work stoppages not only causing loss of school time but also creating measures of ill-feeling in communities which will be difficult to overcome.

8. Teachers are becoming increasingly more interested in achieving other benefits as well as salary through the process of negotiations. These interests include such items as professional rights, academic freedom, and curricular change. In the case under study, the Teacher Team members ranked salary and compensation as the second most crucial issue during their 1968 negotiations. They ranked the same issue in a tie for third and fourth places in cruciality when asked to make predictions. The Board Team members' perceptions were somewhat different in that they unanimously selected salary and compensation as the most crucial issue in 1968 and also in the future. They, too, however, indicated an increase in interest by teachers in negotiating a wider variety of issues.

9. The decision to take a strike can, under certain conditions, be as potent a weapon for the board of education as the decision to go out on strike may be for the teachers. In the Case District, there appeared to be reason to believe that a strike might have created a situation in which the Teacher Association's position may have become untenable due to the weight of public opinion. It appears that "taking a strike" may be a weapon of

management in the public sector just as it is in the private sector. An additional factor is that management in the public sector is not usually penalized by loss of income if they decide to take a strike.

Recommendations

1. Any group which is involved in negotiations should provide for adequate planning time. In the case of school administrators who are involved in negotiations planning, releasing them from other duties for adequate periods of time is required so that they can devote themselves to planning for negotiations. Principals and assistant principals should be included in planning and should be provided with time as should central office administrators.

2. Collective negotiations should become one of the study areas in preparation programs for school administrators and should have status equal to such areas as administration, school law, curriculum, and school finance.

3. Inservice programs in collective negotiations should be developed for administrators in school districts which are involved or about to become involved in collective negotiations. These programs should be designed after taking into account the special or unique needs of the particular district. Board members should be included in these programs as much as is possible and should be kept well informed about such programs.

4. Proposals by boards of education and their representatives should be prepared for the collective negotiations process so as to take advantage of teacher associations' expressed interests in such areas as teacher responsibility, curriculum, and other realms in which the two parties may have concomitant interests.

5. A teacher strike is a dangerous phenomenon for a community. It may produce bitterness and division in a community which may last for several years and which may have a deleterious effect on the educational program. Teachers before they decide to institute a strike or work stoppage and boards of education before they decide to take a strike should be eminently aware of this danger. Understanding this boards of education and their representative teams should consider the possibility of taking a strike and the consequent community pressures as one of their weapons, just as instituting a strike is a teacher organization weapon.

6. A team should determine its mode of operation based on the strengths and weaknesses of its members. In the case under study, the Board Team worked very effectively as a unit without a designated spokesman. Each member served as spokesman from time to time and particularly in his area of special competence. Although some of the

writers in the literature opposed this method of operation, it served the Board Team in the Case District quite well.

7. If further study similar to that which has been presented is attempted, provisions should be made to attend the caucuses. This could be done by observing the two parties' caucuses on an alternating schedule or by having two observers. All team members reported to the writer that he probably would have gathered more information for the study if he had been able to attend caucuses.

8. In spite of the adversary relationship, negotiators must continually work at understanding the opposing point of view and how it is derived. It is the opinion of the writer, based on his overall observation of the case under study, that each party's sincere efforts to understand the position of the other was the single most important factor in eventually resolving their differences and arriving at agreement.

Areas for Further Study

This study was not intended as one from which statistical inferences can be drawn. It was rather one which described what appeared to be the pertinent aspects of a particular case. Certain data were collected, described, and analyzed in order to deal with those pertinent aspects. In the final analysis, perhaps the value in the

study may be found as much in the questions that it raises as in the material that was presented. In support of that idea, the following suggestions for further study are presented:

1. More sophisticated study and research should be conducted in relation to teacher organizations' behavior relative to proposals dealing with teacher welfare and those dealing with instruction.
2. Further study should be conducted in input and outcome relative to proposals and master agreements. A number of questions can be raised from the results in this study, e.g.:
 - a. Do teacher organizations or boards of education intentionally ask for much more than they intend to achieve? Should they?
 - b. Are priorities assigned to proposals by the proposers and if so, how?
3. More sophisticated research should be done relative to the areas of study needed in preparation programs for administrators. The data in this study seemed to suggest that some change may be in order.
4. Research is needed to determine what actual changes, if any, have occurred in the learning process in public schools as a result of collective negotiations.

5. Relative to the preceding recommendation, all of the areas mentioned in the climate section of the interview instrument for this study could be explored to determine the effects of the collective negotiations process.
6. Since there are indications that case study materials have value, a compilation of a number of case studies dealing with collective negotiations in public education might be a worthwhile addition to the literature.

Concluding Statement

It was the sincere wish of the writer, and such was his purpose, that this study might provide some material which is useful to administrators-in-training as they explore the process of negotiations. If ideas and questions are generated the study's purpose has been fulfilled.

BIBLIOGRAPHY

BIBLIOGRAPHY

Books

- Bales, Robert F. Interaction Process Analysis. Cambridge: Addison-Wesley Press, Inc., 1951.
- Dunlap, John T., and Chamberlain, Neil W. Frontiers of Collective Bargaining. New York: Harper and Row Publishers, 1967.
- Elam, Stanley M.; Lieberman, Myron; and Moskow, Michael H. Readings on Collective Negotiations in Public Education. Chicago: Rand McNalley and Co., 1967.
- Fleming, Robben. "Collective Bargaining Revisited." Frontiers of Collective Bargaining. Edited by John T. Dunlap and Neil W. Chamberlain. New York: Harper and Row Publishers, 1967.
- Good, Carter V., and Scates, Douglas E. Methods of Research. New York: Appleton-Century-Crofts, Inc., 1954.
- Hildebrand, George H. "The Public Sector." Frontiers of Collective Bargaining. Edited by John T. Dunlap and Neil W. Chamberlain. New York: Harper and Row Publishers, 1967.
- Lieberman, Myron. Education as a Profession. Englewood Cliffs, New Jersey: Prentice-Hall, Inc., 1956.
- Lieberman, Myron. "The Impact of Collective Negotiations on Teachers Administrator Relationships." Readings on Collective Negotiations in Public Education. Chicago: Rand McNalley and Co., 1967.
- Lieberman, Myron. The Future of Public Education. Chicago: University of Chicago Press, 1960.

- Lieberman, Myron, and Moskow, Michael H. Collective Negotiations for Teachers. Chicago: Rand McNalley and Co., 1966.
- Moskow, Michael H. "Teacher Organizations: An Analysis of Issues." Readings on Collective Negotiations in Public Education. Edited by Stanley M. Elam, Myron Lieberman and Michael Moskow. Chicago: Rand McNalley and Co., 1967.
- Moskow, Michael H. Teachers and Unions: The Applicability of Collective Bargaining to Public Education. Philadelphia: Industrial Research Unit, Pennsylvania University, 1966.
- Rhodes, Eric, and Gibbs, Helen M. The Techniques of Negotiations in Public Education. Arlington, Virginia: Educational Services Bureau, Inc., 1966.
- Shils, Edward B., and Whittier, C. Taylor. Teachers, Administrators and Collective Bargaining. New York: Thomas Y. Crowell and Co., 1968.
- Stinnett, T. M.; Kleinman, Jack H.; and Ware, Martha L. Professional Negotiation in Public Education. New York: McMillan Co., 1966.
- Taylor, George W. "The Public Interest in Collective Negotiations in Education." Readings on Collective Negotiations in Public Education. Edited by Stanley M. Elam, Myron Lieberman and Michael Moskow. Chicago: Rand McNalley and Co., 1967.
- United States Civil Service Commission. "Consultation and Negotiation Techniques." Readings on Collective Negotiations in Public Education. Edited by Stanley M. Elam, Myron Lieberman and Michael H. Moskow. Chicago: Rand McNalley and Co., 1967.
- Wollett, Donald H. "The Importance of State Legislation." Readings on Collective Negotiations in Public Education. Edited by Stanley M. Elam, Myron Lieberman and Michael H. Moskow. Chicago: Rand McNalley and Co., 1967.

Journals and Periodicals

- Ball, Lester B. "Collective Bargaining: A Primer for Superintendents." Saturday Review, L, January 21, 1967, pp. 70-71.
- Brooks, Thomas R. "Collective Bargaining in Education." Dissent, XIII, May-June, 1966, p. 311.
- Cherry, Howard L. "Negotiations Between Boards and Teacher Organizations." American School Board Journal, CXLIII, March, 1963, p. 7.
- Chanin, Robert H. "An NEA Lawyer's Views on Professional Negotiation in Public Education and Some Suggestions for Effective Legislation." Today's Education, LVII, October, 1968, p. 56.
- Corwin, Ronald G. "Militant Professionalism, Initiative, and Compliancy in Public Education." Sociology of Education, XXXVIII, Summer, 1965, pp. 310-331.
- Dashiell, Dick. "Special Feature on State PN Legislation." Today's Education, LVII, October, 1968, p. 50.
- DeBruin, Hendrik C. "Professional Negotiation in School Administration." Education, LXXXVII, November, 1966, p. 171.
- "Determining Ground Rules for Negotiations." Negotiations Management, March, 1968, pp. 2-8.
- Doherty, Robert E. "The Impact of Teacher Organizations Upon Setting School Policies: Negotiation." Clearing House, XL, May, 1966, pp. 522-523.
- Elam, Stanley M. "Teachers' Unions, Rifts Without Differences." Nation, CCI, October 18, 1965, pp. 247-249.
- "Essential Ingredients of a Collective Negotiations Agreement." Negotiations Management, April, 1968, pp. 3-9.
- Griffin, Mary D. "Teacher Organizations as Change Agents." School and Society, XCVI, April 13, 1968, p. 243.
- "Guidelines for PTA Behavior Relative to Collective Negotiations." Parent Teacher Association Magazine, LXIII, November, 1968, pp. 7-8.

Jensen, Vernon H. "The Process of Collective Bargaining and the Question of Its Obsolescence." Industrial and Labor Relations Review, XVI, July, 1963, p. 555.

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

Neal, Richard G. "The Selection, Operation, and Control of the Board's Negotiating Team." Negotiations Management, May, 1968, pp. 3-10.

"Negotiation: Power, Progress, Pitfalls." Michigan Education Journal, XLIV, September, 1966, p. 12.

Nelson, Jack L. "Social Implications of Collective Negotiations." Social Education, XXXIII, January, 1969, p. 119.

Nelson, Owen. "PN Agreements are Needed in Every Montana School System." Montana Education, XLV, December, 1968, p. 2.

"News and Trends." Today's Education, LVII, November, 1968, p. 3.

Olson, Willard C. "The Case Method." Review of Educational Research, IX, December, 1939, pp. 486-487.

Patterson, Thomas. "PN Spreads Across Country." Michigan Education Journal, XLIII, September, 1965, p. 2.

"Preparing for Negotiations." Negotiations Management, September, 1968, pp. 10-11.

Radke, Mrs. Fred. "Real Significance of Collective Bargaining for Teachers." Labor Law Journal, December, 1965, pp. 795-801.

Rice, Arthur H. "Where the Action Is." Today's Education, LVII, September, 1968, pp. 77-78.

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

Stiles, Lindley J. "In Union There Are Weaknesses." The Journal of Educational Research, LXII (September, 1968), inside cover.

Stumpf, W. A. "New World of Educational Administration; Teacher Militancy." American School Board Journal, CLIV, February, 1966, p. 10.

"Teacher Power." American School Board Journal, CLVI, August, 1968, pp. 25-27.

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

"The Tough New Teacher." American School Board Journal, CLVI, November, 1968, pp. 10-11.

"What are Teachers' Strikes Doing to Children." Parent Teacher Association Magazine, LXIII, November, 1968, p. 6.

Wildman, Wesley A., and Perry, Charles R. "Group Conflict and School Organization." Phi Delta Kappan, XLVII January, 1966, pp. 247-250.

Wildman, Wesley A. "The Impasse and the Strike." Cook County Educational Digest, XXXI, May, 1968, p. 11.

Addresses, Proceedings and Reports

Asnard, Robert R. "Negotiations, the School Budget, and the Future." Interdependence in School Finance: the City, the State, the Nation. Report of Proceedings of the Eleventh National Conference on School Finance. Washington, D.C.: National Education Association, 1968.

"Bar Association Report on Bargaining by Teachers." Presented at American Bar Association Convention by Committee on Law of Government Employee's Relations, Montreal, August 8, 1966.

Ellena, William. Address before a group of Northwestern Administrators, AASA Convention, Atlantic City, New Jersey, February 18, 1969.

Klaus, Ida. "The Emerging Relationship." Address before the Conference on Public Employment and Collective Bargaining, Chicago, Illinois, February 5, 1965.

Kruger, Daniel H. "The Teacher in the Decision Making Process." Address before the Detroit School Administrators Workshop, Michigan State University, August 11, 1966.

Schmidt, Charles T., Jr. Address before Michigan Metropolitan Education Association, Michigan State University, May 20, 1966.

Unpublished Materials

Allen, Russell. "1967 School Disputes in Michigan." Mott Leadership Training Program--Collective Bargaining in Education. School of Labor and Industrial Relations, Michigan State University, 1969. (Mimeographed.)

Rogers, William J. "A Case Study of the North Dearborn Heights Teachers' Strike." Unpublished Doctoral Dissertation, Michigan State University, 1968.

Roemisch, Roger W. "Preparation for Bargaining, Negotiating, and Writing the Union Contract." Mott Leadership Training Program--Collective Bargaining in Education. School of Labor and Industrial Relations, Michigan State University, 1969. (Mimeographed.)

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

Steiber, Jack. "Organization and Collective Bargaining in the Public Sector." School Employer Management Relations Information Program. School of Labor and Industrial Relations, Michigan State University, 1966. (Mimeographed.)

Other Sources

Goldman, Samuel. Presentation to staff of Mott Institute for Community Improvement, Michigan State University, December 17, 1968.

Michigan Education Association Research Office, East Lansing, Michigan.

Pratz, Keith. Presentation to Mott Intern Seminar, Flint,
Michigan, March 21, 1969.

Vegelahn v. Guntner, 167 Mass. 92, N. E. 1077, 1896.

APPENDICES

APPENDIX A

BALES' INTERACTION ANALYSIS INSTRUMENT

BALES' INTERACTION ANALYSIS INSTRUMENT

Date_____ Time Beginning_____ Time Ending_____

Items under consideration and time each ended_____

Board Team

1	<u>Shows solidarity</u> , raises other's status, gives help, reward:					
2	<u>Shows tension release</u> , jokes, laughs, shows satisfaction:					
3	<u>Agrees</u> , shows passive acceptance, understands, concurs, complies:					
4	<u>Gives suggestion</u> , direction, implying autonomy for other:					
5	<u>Gives opinion</u> , evaluation, analysis, expresses feeling, wish:					
6	<u>Gives orientation</u> , information, repeats, clarifies, confirms:					
7	<u>Asks for orientation</u> , information, repetition, confirmation:					
8	<u>Asks for opinion</u> , evaluation, analysis, expression of feeling:					
9	<u>Asks for suggestion</u> , direction, possible ways of action:					
10	<u>Disagrees</u> , shows passive rejection, formality, withholds help:					
11	<u>Shows tension</u> , asks for help, withdraws out of field:					
12	<u>Shows antagonism</u> , deflates other's status, defends or asserts self:					

APPENDIX B

CASE DISTRICT MASTER CONTRACT

MASTER CONTRACT

August 26, 1968 - August 31, 1970

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MASTER CONTRACT

This Agreement entered into this day of
 , 1968, by and between the Board of Education,
 Schools of , Michigan, hereinafter called
 the "Board", and the Education Association, herein-
 after called the "Association".

WITNESSETH

WHEREAS the Board and the Association recognize
 and declare that providing a quality education for the
 children of is their mutual aim and that the charac-
 ter of such education depends upon the quality and morale
 of administrative, teaching, and supportive services, and

WHEREAS the Board has a statutory obligation,
 pursuant to Act 379 of the Michigan Public Acts of 1965,
 to bargain with the Association as the representative of
 its teaching personnel with respect to hours, wages, terms
 and conditions of employment, and

WHEREAS the parties, following extended and
 deliberate professional negotiations, have reached certain
 understandings and therefore:

In consideration of the following mutual covenants,
 it is hereby agreed as follows:

1

ARTICLE I

Recognition

- A. The Board of Education, Schools, hereby recognizes the Education Association as the sole negotiating agent for all certified personnel, including school nurses, 60 and 90 day certified substitute teachers and teachers vocationally certified, but excluding members of the supervisory and administrative staff, such as Superintendent, Deputy Superintendent, Assistant Superintendent, Administrative Assistant, Administrative Interns, Principals, Assistant Principals and Coordinators, regarding wages, hours and terms and conditions of employment with the Schools all in accordance with the terms as set forth in P.A. 379 of 1965. The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement, unless required by law to do otherwise.

Article I (continued)

- C. Within thirty days of the beginning of their employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the Association (including the National Education Association and the Michigan Education Association) upon such conditions as the Association and the Superintendent shall establish. Such sum shall be deducted as dues from the regular salaries of all members as authorized, and remitted as established above.
- D. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or applicable civil service laws and regulations.

ARTICLE II

Teacher & Chapter Rights & Responsibilities

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes

1

Article II (continued)

and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement with respect to any terms or conditions of employment

- B. The Association shall have the right to use school building facilities at all reasonable hours for meetings, provided established procedure is followed in requesting such use. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. Bulletin boards in designated areas mutually agreed upon and other established media of communication shall be made available through normal channels to the Association, at no expense to the Board of Education.

Article II (continued)

- C. The Board, through the Superintendent, agrees to make available to the Association in response to reasonable requests available information which is regularly compiled in an established form report or a matter of public record.
- D. The teacher shall comply with policies adopted by the Board of Education, and shall comply with rules and procedures as established by the Administration.

Any violation of responsibilities outlined in this section and/or the Code of Ethics of the Education Profession shall be judged sufficient ground for appropriate disciplinary action by the Association and/or Board of Education.

ARTICLE III

Management Rights

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement.

1

Article III (continued)

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

ARTICLE IV

Professional Compensation

- A. The salaries of teachers covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement, provided, however, that upon written notice to the other party at least sixty (60) days prior to the first day of May every year of this Agreement, either party may request the reopening of negotiations of class size, salary schedule and other items of compensation. No actual negotiation shall begin, however, earlier than ninety (90) days prior to the 31st day of August unless mutually agreed upon.
- B. Teachers shall not be required to report more than two (2) days prior to the beginning of classes in September or to remain more than two (2) days after class sessions or examinations end in June.

Article IV (continued)

This, however, is not intended to preclude any arrangement to the contrary, if mutually agreeable between teachers and administrators involved.

C. The calendar governing the operation of Schools will be negotiated annually subject to the following regulations:

1. The calendar as established annually shall become Appendix B of this contract.
2. If conditions warrant, the calendar as established will be adjusted by the Board of Education for purposes of obtaining State Aid.
3. School will recess for Thursday and Friday of Thanksgiving Week.
4. Christmas recess will include December 22, 23, 24, Christmas Day and the week between Christmas and New Years Day.

D. Daily Association business shall be conducted in such manner as will not interrupt the educational process, except that if it occurs that a teacher is engaged during the school day in negotiating in behalf of the Association with any designated representative of the Board, or participating in any professional grievance negotiation with said representative of the Board, including arbitration, providing arbitration is agreed to, such teacher shall be released from regular duties without loss of salary.

Article IV (continued)

- E. Any member of the Association who is involved in any multi-district, regional or state professional meeting, by virtue of position, which must be certified in advance to the Administration, such as local president, vice-president, representative assembly delegate, association representatives and state committee members will, if feasible from a practical standpoint, be excused to attend such meetings without loss of pay provided approved coverage for the teacher involved shall be furnished where needed by the Association and without cost to the Board.

Reasons for any refusal shall be furnished upon the request of the Association.

ARTICLE V

Teaching Hours

A. Secondary Schools

1. Teachers shall be required to report to assigned places or duties no earlier than fifteen (15) minutes prior to the time students are required to report to their first assignment and/or homeroom.
2. Teachers may leave their assigned places or duties five (5) minutes after the dismissal of students subject to provisions in Paragraph C of this Article.

1

Article V (continued)

B. Elementary Schools

1. Teachers shall be required to report to assigned places or duties no earlier than thirty (30) minutes prior to the time students are required to report to their first assignment and/or classroom.
2. Teachers may leave their assigned places or duties five (5) minutes after the dismissal of students subject to provisions in Paragraph C of this Article.

- C. The Association and the Board of Education recognizes the principle that positions of a professional nature are not normally confined to teaching hours.

While the above teaching hours may define the normal teaching load, it is also recognized that there will be professional obligations which must be met without additional professional compensation.

It is recognized that the school day is within reason considered to last as long as is necessary to meet the needs of the student, parent or administration.

The obligations include, but are not necessarily limited to: parent-teacher conferences, consultations with administrators, assisting and/or supervising children after the regular school hours. Participation in evening activities which relate to or strengthen the school's educational program shall be determined by the Administrator after consultation with the Building Association Representative.

Article V (continued)

- D. All teachers shall be entitled to a duty-free lunch period of at least thirty (30) minutes and more if practical.

ARTICLE VI

Teaching Loads and Assignments

- A. The normal weekly teaching load in the senior high school will be twenty-five (25) teaching periods and five (5) periods which shall be used for purposes of a professional nature, except that Department Chairmen, where established by the Board, will have twenty (20) teaching periods and ten (10) periods which shall be used for purposes of a professional nature. The normal weekly teaching load in the junior high schools will be thirty (30) teaching periods and five (5) periods which shall be used for purposes of a professional nature except that Department Chairmen, where established by the Board, will have twenty-five (25) teaching periods and ten (10) periods which shall be used for purposes of a professional nature.

At the elementary school level, the Board agrees to continue the practice of providing a minimum of one thirty (30) minute period each day, for purposes of a professional nature (K-5). Included in this group

Article VI (continued)

will be the regular classroom teacher, and vocal music teachers, and physical education teachers. Any teacher assigned during his or her normal preparation period will be reimbursed at the rate of \$5.00 per hour in addition to the regular salary.

No departure from these norms, except in case of emergency or experimental programs shall occur without prior consultation with the Association.

- B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study.
- C. Teachers will be notified of tentative grade assignments in the elementary school grades and of subject area assignment in the secondary school grades by their principals as soon as feasible and prior to June 1, whenever practical, and if reassignment is made it will be in writing.

ARTICLE VII

Teaching Conditions

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable

Article VII (continued)

to insure the high quality of education that is the goal of both teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

- A. Because the pupil-teacher ratio is one important aspect of an effective educational program, the parties agree that class size should be adjusted to provide an optimum teaching-learning situation wherever practical. All reasonable methods of reducing the work load caused by over-crowded classrooms will be considered and when determined necessary be implemented as soon as feasible. This may include but not be limited to voluntary lay assistance, combination classes and re-distribution of pupils via attendance areas.
- B. The Board recognizes that appropriate texts, library references facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The Staff and Administration will confer from time to time for the

Article VII (continued)

purpose of improving the selection and use of such educational tools. The Board agrees to consider, as soon as practical, recommendations made by its representatives and the Staff.

- C. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship, and a private life, and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.
- D. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status or membership in or association with the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils.
- E. The parties recognize that by Public Act all employees of the Board of Education are required to present evidence of freedom from communicable tuberculosis as

Article VII (continued)

a condition of entering its employment and annually thereafter, including all full and part-time personnel or day-to-day substitutes, on the basis of tests conducted in accordance with Section 7 of the Act.

Such statement of freedom from communicable tuberculosis shall be filed with the employee's personnel file within fourteen (14) days after the first day of regular school sessions of each school year. Failure to comply with this provision may result in suspension without pay until fulfilled.

The Board shall pay actual cost, not to exceed \$3.00 for such T.B. examination.

ARTICLE VIII

Vacancies & Promotions

A. Vacancies - The assignment to vacancies, affecting members of the teaching staff is the sole responsibility of the Board of Education and Administration, subject to the following:

1. Vacancies in professional positions shall be publicized by giving written notice to the Association and posting in each school building. No vacancy shall be filled, except in the case of emergency, on a temporary basis until such vacancy shall have been posted for at least ten (10) days except that during vacation periods such notice of vacancy shall be posted in the Central Office and a copy of such notice sent to the Association.

Article VIII (continued)

2. Any teacher may apply in writing for such vacancy, stating his desires, qualifications and experience. In filling such vacancy, the Superintendent of Schools agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system, and other relevant factors.

B. Promotions - The promotion of members of the teaching staff is the sole responsibility of the Board of Education and Administration, subject to the following:

1. Vacancies or openings for positions of supervisory, administrative, or executive nature shall be publicized as under Section 1 of Paragraph A of this Article.
2. It shall be the policy of the Board of Education and the Administration jointly to consider members of the teaching staff who have properly applied for such vacancies or openings. The Superintendent of Schools and/or Board of Education shall give due consideration to all candidates for such vacancies or openings whether from within or without the school system.

C. "Service" in the school system shall, for purposes of this Agreement, mean continuous employment, under contract as a certified member of the Staff, but shall exclude all periods when the teacher was on leave of absence unless otherwise provided in this Agreement.

ARTICLE IX

Transfers

A. Since the frequent transfers of teachers from one school to another may be disruptive to the educational

Article IX (continued)

process and interfere with optimum teacher performance, the parties agree that unrequested transfers of teachers are to be minimized and avoided whenever possible, and that no transfers shall occur for purposes of punishment. When, however, personnel are transferred by administrative action, reasons for the transfer will be presented in writing to Education Association and the teacher involved, where requested.

- B. The parties recognize that changes in grade assignments in the elementary schools, changes in subject assignments in the secondary school grades, and transfers between schools will be necessary. While the right of determination to assign or transfer a teacher is vested in the Board, the Board on its representatives will not, in any case, assign or transfer a teacher without prior discussion with said teacher. Such transfers in changes of assignments shall be at a voluntary basis whenever possible. In making involuntary assignments or transfers, the convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and the pupils.

Article IX (continued)

- C. In the event that transfers of teachers appear to be necessary, lists of available positions in other schools shall be posted in the same manner as provided in Article VIII.
- D. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.

ARTICLE X

Sick and Personal Business Leave

- A. Sick and personal business leave will be granted to all full time certified personnel on the basis of one day for each month employed (i.e., ten (10) month employees ten (10) days; eleven (11) month employees eleven (11) days; twelve (12) month employees twelve (12) days) accumulative to ninety (90) days;* the year's total days of sick leave to be allotted at the beginning of each school year. In cases where the

*Not more than sixty-five (65) days shall apply to one consecutive absence. Any remaining balance above the sixty-five (65) days shall be reinstated as accumulative sick leave at the time the employee returns to work.

Article X (continued)

employee leaves the school system before the completion of the year, a deduction will be made from the final pay if necessary.

Leave may be used as either personal business leave, to a maximum of two (2) days yearly not accumulative, or sick leave.

Sick leave will be granted for the following reasons:

1. Personal illness.
2. Quarantine of teacher in case of contagious disease, such quarantine having been imposed by the health authorities.
3. Illness or death in the teacher's immediate family - the immediate family to be defined as parents, sisters, brothers, spouse and/or children.
4. In case of death of another member of the family, or in case of other unusual circumstances, absence may be allowed by the Superintendent, upon request, and at his discretion.

One personal business day, in addition to those stated above and not accumulative, shall be granted.

No personal business days shall be granted immediately preceding or following a holiday or vacation period without just cause.

Personal business leave must be applied for in writing, with specific reasons, in advance of the absence for the building principal's approval. If the matter is

Article X (continued)

of an extremely personal nature, the individual shall so state in his initial request, in lieu of specific reasons. Personal business will include the following areas:

1. Court cases;
2. Legal personal business;
3. Other matters allowable at the discretion of the Superintendent.

- B. There shall be established a reserve of sick leave days for restricted use, by members of the staff covered by this contract, in cases of emergency or exceptional need.

Said sick leave "bank" shall be established by applying a rate of one day per staff member covered under this contract as employed on the fourth Friday following the beginning of school each fall. These days shall not be accumulative from year to year.

The use of days from the sick leave "bank" shall be closely regulated and use granted only after approval by a committee composed of representatives, equal in number, appointed by both the Board and Association. The exact composition of such committee and procedure for administering this "bank" shall be mutually agreed upon by the Board and Association.

Article X (continued)

In no case shall the number of days granted any individual exceed sixty (60) days. (See Article XIII, Insurance Protection.)

- C. The Board shall have the right to take appropriate disciplinary measures in those instances in which an employee shall knowingly give false reason(s) for requesting sick or personal business leave.

ARTICLE XI

Leaves of Absence

- A. Leaves of absence without pay shall be granted upon application and approval of the Administration and Board of Education for the following purposes:
1. Study related to the teacher's areas of certification.
 2. Study to meet eligibility requirements for a certificate other than that held by the teacher.
 3. Study, research or special teaching assignments involving probable advantage to the school system.
- The regular salary increment occurring during such period shall be allowed, except where such study is required to retain a valid teaching certificate.
- B. A teacher holding a tenure contract will be granted a maternity leave renewable for five (5) years. A request to renew the leave for each year must be made annually

Article XI (continued)

to the Superintendent prior to the expiration date of each preceding year's leave.

A teacher who has been granted a maternity leave will be reinstated at the first available opening for which she is certified. No increment credit for such leave shall be allowed on the salary schedule. Salary shall be determined by placing the reinstated teacher on the salary step attained when maternity leave was granted.

The Superintendent, through the Principal, will be notified immediately upon verification of the pregnancy. This notification will be accompanied by a doctor's certification of expected date of birth.

The teacher will be allowed to teach until four months prior to the expected birth date of the child, provided the teacher demonstrates the physical and emotional capabilities to teach. The teaching period may be extended at the discretion of the Superintendent.

Without the approval of the Superintendent, a teacher may not knowingly begin a school year in a pregnant condition. Violation of this clause will be grounds for immediate dismissal.

- C. Leave of absence may be granted of up to two years to any teacher who joins the Peace Corps, Job Corps, or

Article XI (continued)

National Teacher Corps as a full-time participant in such programs. Any period so served may be treated as time taught for purposes of the salary schedule set forth in Appendix A of this Agreement.

- D. Pursuant to Section 572 of the School Code of 1955, teachers who have been employed for seven consecutive years may be granted a sabbatical leave for one year. During said sabbatical leave, the teacher shall be considered to be in the employ of the Board and may be paid his full annual salary rate or part thereof.

A teacher, upon returning from a sabbatical leave, shall be restored to his former position or to a position of like nature and status. Any period spent on sabbatical leave shall be treated as teaching service for purposes of applying the salary schedule set forth in Appendix A of this Agreement.

- E. Teachers who are officers of the Association or are appointed to its staff shall, upon proper application to the Administration, be given leave of absence without pay for the purpose of performing duties for the Association.

- F. Military leaves of absence shall be granted to any teacher who shall be inducted or shall enlist for

1

Article XI (continued)

military duty in any branch of the armed forces of the United States while in the employ of the Board.

Teachers on military leave shall be given the benefit, up to four years of military service, of any increments which would have been credited to them had they remained in active service to the school system.

- G. The Board may grant a leave of absence without pay to any teacher to campaign for, or serve in, a public office. Increment may be granted upon approval of the Board of Education.

ARTICLE XII

Terminal Leave

In appreciation for services rendered to the School District, a terminal leave payment will be offered, except in case of discharge, in proportion to years of service in the District. Notice of intent to terminate services shall be given as soon as practical and at least sixty (60) days prior to the opening of the next school year.

Such terminal leave payment shall be in accord with the following schedule:

Article XII (continued)

<u>Completion Of:</u>	<u>Amount</u>
10 - 14 years	\$15.00 per year
15 - 19 years	25.00 per year
20 years or more	50.00 per year

In no event shall the terminal leave sum exceed \$1,000.00 maximum to any individual.

ARTICLE XIII

Insurance Protection

- A. The Board shall contribute toward comprehensive hospitalization and medical protection (MEA or Blue Cross) to the teacher and his immediate family as follows:
1. Premium payment in full for a single individual employee policy. (Base: Blue Shield MVF-1, Semi-Private)
 2. Premium payment in full for a two person policy. (Base: Blue Shield MVF-1, Semi-Private)
 3. Premium payment in full for family coverage where the employee is the "head of a household". (Base: Blue Shield MVF-1, Semi-Private)
 4. Premium payment by the Board shall in no case exceed the base as described above and shall not include any "F" or "S" riders.
 5. Any person covered by hospitalization and/or medical protection provided by other employers shall not be eligible for paid hospital or medical protection under this Agreement or any contribution or payment in lieu thereof.

Article XIII (continued)

- B. The Board shall provide without cost to the teacher Long Term Disability Insurance assuring payment to the teacher in the event of long term disability a monthly income benefit equal to 60% of basic monthly earnings to age sixty-five (65). The long term disability benefit period will start after thirteen (13) consecutive weeks of total disability in accordance with the terms of said policy.

ARTICLE XIV

Teacher Evaluation and Discipline

- A. The performance of all teachers shall be evaluated in writing utilizing the forms and procedures established by the Board of Education as of July 1, 1968.
- B. All observation of a teacher shall be conducted openly and with full knowledge of the teacher. The evaluation of teachers shall employ established criteria and be based upon direct observations and personal contact with the person being evaluated.
- C. Each teacher shall have the right upon request to review the contents of his own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review. The review shall be made in the presence of the

Article XIV (continued)

Administrator responsible for the safe-keeping of these files or someone designated by him. It shall be the responsibility of the Administrator to remove materials of a confidential nature in the presence of the teacher and/or his representative prior to review of the file by the teacher.

- D. Any teacher involved in any conference concerning a reprimand, warning, or disciplinary action shall be given, upon written request made within one week of such conference, a written statement of the proceedings of that conference. If the teacher wishes, he may request an Association Representative to attend a subsequent meeting or meetings, if the teacher believes that the record does not accurately reflect the proceedings of the original conference.
- E. No teacher shall be disciplined, including reprimand, suspension with or without pay, demotion or discharge, without just cause. In the case of the discipline of a tenure teacher within the meaning of The Michigan Teacher Tenure Act, just cause shall be determined under that Act.
- F. Discipline of teachers shall be subject to the grievance procedure, provided, however, that:

Article XIV (continued)

(1) as to probationary teachers, the Board may give such notices of unsatisfactory work and such other notices as shall be required or permitted by The Michigan Teacher Tenure Act during the pendency of any grievance, and (2) as to teachers on tenure or continuing contracts pending grievances shall be dismissed upon filing of written charges under The Michigan Teacher Tenure Act; and the Tenure Act shall thereafter govern all proceedings against the teacher.

ARTICLE XV

Protection of Teachers

- A. Since the teacher's authority and effectiveness in his classroom is related to his ability to render sound judgments and prescribe reasonable solutions to problems, the Board and Association recognize their respective responsibilities in lending all reasonable support and assistance to teachers with respect to maintaining control and discipline in the classroom. A teacher's judgment shall prevail in matters of disciplining students within his area of responsibility except in those cases where the judgment rendered is not defensible in the opinion of the administrator involved. Such administrator shall then have the

Article XV (continued)

right to modify or overrule the teacher's judgment.

Where practical, the administrator shall confer with the teacher prior to making such determination. The correctness of the opinion as to defensibility may be resolved through the grievance procedure.

- B. Any case of assault upon a teacher or his property shall be promptly reported to the proper law enforcement agencies and then reported in writing to the Superintendent of Schools. The Board will render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- C. If any teacher is complained against or sued by reason of action taken by the teacher while discharging his duties, except in the case of corporal punishment, the Board will provide protection as defined in existing, or like, liability policy which shall remain in existence for the duration of this contract.
- D. A close and agreeable association between administrators, teachers, students and parents can contribute to the effectiveness of the teaching situation. When an instance of complaint against a teacher by a parent or student occurs, administrators will reserve any judgment

Article XV (continued)

against a teacher until the problem has been discussed with the teacher involved unless impractical.

- E. Before acting against a teacher as a result of a specific complaint, the administrator will have the complaint reduced to writing, if requested by the teacher involved, and will reserve action until such teacher and/or representative shall be given an opportunity, if requested, to discuss the complaint with all parties concerned at a conference arranged by the administrator.
- F. The Board will reimburse a teacher, who while on duty, suffers loss, damage or destruction of personal effects in his immediate possession, excluding instructional materials, due to acts against him resulting from discharge of his duties and provided such loss shall not be the result of his negligence or misconduct, and provided it shall be promptly reported in writing and substantiated to the administrator in charge. Personal effects as used in this paragraph means effects normally carried on one's person, such as a watch, ring, etc.

ARTICLE XVI

Negotiation Procedures

- A. It is agreed that matters not specifically covered by this Agreement but of common concern to the parties may be subject to professional negotiations between them during the period of this contract upon mutual agreement between the Board of Education and the Association Executive Board. The parties will cooperate in arranging meetings within two (2) weeks of such mutual agreement.
- B. In the event the salary schedule is reopened for negotiation, by either party, as provided in Article IV, Paragraph A of this Agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule. At least sixty (60) days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.
- C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district, except that

Article XVI (continued)

the Association shall not use or allow to be present in any capacity an officer or member of any labor organization other than those of the local, state and national associations affiliated with the local education association during the life of this contract. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of Association members voting, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject to such ultimate ratification by both parties.

ARTICLE XVII

Grievance ProcedureA. Definitions

1. A "grievance" is a claim based upon an event or condition which pertains to the interpretation or application of this contract or a complaint based on an event or condition not specifically covered by this contract.
2. The "aggrieved person" is the person or persons making the claim.
3. The term "teacher" includes any individual or group who is a member of the bargaining unit covered by this contract.

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Article XVII (continued)

4. A "party of interest" is the person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
5. The term "days" shall mean calendar days.

B. Purpose

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the administration or proceeding independently as described in Section F of these procedures.

C. Structure

1. There shall be at least one Association Representative and not more than a ratio of one for each twenty (20) staff members or major fraction thereof for each school building and special service department to be selected in a manner determined by the Association.
2. The Association shall establish a Professional Rights and Responsibilities Committee, which shall be broadly representative and which shall serve as the Association Grievance Committee. In the event that any Association Representative or any member of the PR & R Committee is a party in interest to any grievance, he shall disqualify himself and a substitute shall be named by the Association.

Article XVII (continued)

3. The Building Principal shall be the Administrative Representative when the particular grievance arises in that building, unless otherwise determined by the Superintendent of Schools.
4. The Board of Education hereby designates the Superintendent of Schools, or someone designated by him, as its representative when the grievance arises in more than one school building.

D. Procedure

Before entering into the following prescribed grievance procedure, it is the desire of the Association and Administration that effort has been made to resolve the problem through direct verbal communication and discussion between the parties involved. The presence of an Association Representative may be requested.

The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended or reduced by mutual consent.

If the grievance is filed on or after June 1, the time limits may be reduced by mutual consent, if practical, in order to affect a solution prior to the end of the school year.

1. Level One - a teacher with a grievance shall submit it, in writing, to his immediate supervisor or principal; individually, together with his Association Representative or through the Association Representative. A decision shall be rendered, in writing, within five (5) days after presentation of the grievance.

Article XVII (continued)

2. Level Two

- a. In the event the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) days after presentation of the grievance, he may file an appeal with the supervisor rendering such a decision and with the Association PR & R Committee.
- b. Within five (5) days of receipt of the request to appeal, the PR & R Committee shall decide whether or not there is a basis for appeal. If the committee decides that no grievance exists and so notifies the claimant, the teacher may continue to process his claim without Association support. If the committee decides there is legitimate grievance, it shall immediately process the claim with the Superintendent of Schools, within the time limitations set forth in Paragraph G-7 of this Article.

3. Level Three - In the event the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) days from receipt of grievance by the Superintendent, he may refer the grievance through the PR & R Committee, to the Board of Education's Review Committee. This committee shall be composed solely of members of the Board of Education. Within ten (10) days from receipt of the written referral by the Board, its Review Committee shall meet with the Association's PR & R Committee Chairman and the Association's Negotiating Team for the purpose of arriving at a mutually satisfactory solution to the grievance problem. A decision shall be rendered within ten (10) days.
4. Level Four - In the event the grievance is not satisfactorily resolved at Level Three, or if no decision is reached within the ten (10) day period, the grievance, if a matter covered by this contract, may immediately be transmitted by the aggrieved party to the American Arbitration Association unless another arbitrator is mutually agreed upon. If the

Article XVII (continued)

matter is not covered by this contract, it shall be referred to an arbitrator, if mutually so agreed within fourteen (14) days from appeal from Level Three, and if not so mutually agreed then the dispute may be referred by the aggrieved party to the State Mediation Board for mediation. The decision of the arbitrator shall be final and binding upon the parties to the arbitration. The arbitrator's fees and expenses shall be shared equally by the Association and the Board of Education. Any other expenses, i.e. witnesses, etc., shall be borne by the party incurring such expenses. If the Association is not involved then the party involved shall bear such cost instead of the Association.

- E. The Board of Education and/or the Superintendent of Schools shall have the right of initiating a grievance. Any such grievance shall be initiated at Level Two and follow the established grievance procedure.

F. Rights to Representation

Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure by another teacher or another person. Provided, however, that any teacher may in no event be represented by an officer, agent, or other representative of any organization other than the Association. Provided further, when a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance processing.

Article XVII (continued)

G. Miscellaneous

1. A grievance may be withdrawn at any level without prejudice or record. If, in the judgment of the Association Representative or the PR & R Committee, a grievance involves a policy matter or affects a group of teachers, the PR & R Committee may initiate and process the grievance at any appropriate level.
2. Grievances submitted and decisions rendered at all levels shall be in writing and shall promptly be transmitted to all parties of interest.
3. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
4. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
5. Forms for filing and processing grievances shall be designed by the Superintendent and the PR & R Committee, shall be prepared by the Superintendent, and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.
6. Access shall be made available to all parties, places, and records for any information necessary to the determination and processing of a grievance, except when such information is of a confidential nature.
7. Any grievance not appealed from a decision at any level of this procedure within ten (10) days from the date of such decision, shall be considered settled. No further appeal shall be made unless by mutual agreement, where extenuating circumstances merit such consideration.
8. Both the Association and the Board of Education recognize that the primary objective of the parties to this contract is to insure, protect, continue and improve the high quality of education in the School District. This requires good

Article XVII (continued)

relations and cooperation between the Board, the Administration, and Association, and the Staff to attain efficient and uninterrupted operation of the facilities and functions of the school system. This grievance procedure is established to provide a peaceful and orderly method for the resolution of disputes. The parties hereby agree to process all disputes subject to the grievance procedure in the manner set forth herein, and agree that no demonstrations, public release or displays of information, or any action tending to disrupt the normal operation of the school system, be initiated, participated in or condoned by either party in connection with such disputes until the grievance procedure has been exhausted.

ARTICLE XVIII

Academic Freedom

Should it become necessary for the Board of Education to consider changing the policy on academic freedom as it presently exists, the Association will be so notified and a conference arranged prior to adoption of any such changes.

ARTICLE XIX

Association Membership & Professional Dues

- A. All teachers, as a condition of continued employment, shall:
1. Sign and deliver to the Association an assignment authorizing payroll deductions of membership dues and assessments of the Association (including the National and Michigan Education Associations). Such authorization shall continue in effect unless revoked in writing.

OR

Article XIX (continued)

2. Remit to the Association in lieu of the above the total annual amount of such professional dues.

OR

3. Cause to be paid to the Association by the process described in either Paragraph (1) or (2) above, a representation fee equivalent to the dues and assessments as described.

In the event such representative fee shall not be paid, within sixty (60) days after commencement of the teachers' school year, the Board, upon receiving a signed statement from the Association certifying the teacher has failed to comply with this condition and that the teacher has been so notified by the Association, shall immediately notify said teacher that his services shall be discontinued at the end of the current school year providing such action is not contrary to state law. The refusal of said teacher to contribute fairly to the costs of negotiation and administration of this Agreement is recognized as just and reasonable cause for termination of employment.

4. It is expressly understood that teachers newly employed by the Board are exempted from the condition described Paragraph (3) above for their first year of employment.
5. Payroll deduction of professional dues and assessments shall be in accordance with the conditions set forth in Article I, Paragraph C.

ARTICLE XX

Duration of Agreement

This Agreement shall be effective as of August 26, 1968, and shall continue in effect until the 31st day of August, 1970. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

For the Education
Association Chapter of M.E.A.

For the Board of Education,

(President)

(President)

(Vice-President)

(Vice-President)

(Secretary)

(Secretary)

(Treasurer)

(Treasurer)

(Chairman, Negotiating
Committee)

(Trustee)

(Trustee)

(Trustee)

APPENDIX A

Salary Schedule

<u>Step</u>	<u>Schools</u>				
	<u>BA</u>	<u>BA + 18</u>	<u>MA or BA + 40</u>	<u>MA + 15 or BA + 45*</u>	<u>Specialist** or BA + 70*</u>
1	\$6,675	\$ 7,009	\$ 7,359	\$ 7,727	\$ 8,113
2	7,009	7,359	7,727	8,113	8,519
3	7,359	7,727	8,113	8,519	8,945
4	7,727	8,113	8,519	8,945	9,392
***5	8,263	8,669	9,095	9,542	10,012
6	8,676	9,102	9,550	10,019	10,513
7	9,110	9,557	10,028	10,520	11,039
8	9,566	10,035	10,529	11,046	11,591
9		10,537	11,055	11,598	12,171
10			11,608	12,178	12,780

This schedule is a 5% cumulative index.

*Must include the MA Degree.

**Specialist or equivalent.

***Includes 5% index plus \$150.00

NOTE: Persons newly employed shall be given credit for actual teaching experience previously rendered up to and including eight (8) years.

Summer Program Rates

Driver Education \$ 34.80 per pupil

Summer Recreation 115.75 per week

Summer School, Curriculum
Assignments, etc. 110.25 per week

Hours and conditions of employment to remain
as established in previous years' programs.

APPENDIX A

Provisions for Special Classifications

The specified increments will be applied to the appropriate step as indicated on the Teachers Salary Schedule negotiated in the Master Contract for the following:

Teachers of Mentally Handicapped and Emotionally Handicapped, Teacher-Counselors for the Physically Handicapped and Speech Therapists	6%
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Visiting Teacher	8%
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Diagnostician	10%
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Teacher Consultants	10%
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Teacher-Coordination of Distributive Education	Recognition of the required two years of trade experience for certification in this field will be accomplished by equating the work experience as representing one full year of teaching experience and making the corresponding adjustments on the established salary schedule.
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APPENDIX A

Index Schedule - Athletics

<u>ACTIVITY</u>		<u>INDEX</u>
<u>Football - Varsity</u>	Head Coach	12%
	Assistant Coach	7%
	Assistant Coach	7%
<u>Football - Reserve</u>	Head Coach	7%
	Assistant	6%
	Freshman	5%
	Freshman	5%
<u>Football - Junior High</u>	Coach and Scout	5%
	Coach and Scout	5%
	Coach and Scout	5%
<u>Basketball - High School</u>	Head Coach	12%
	Reserve Coach	7%
	Freshman	5%
<u>Basketball - Junior High</u>	Coach	5%
	Coach	5%
<u>Baseball - High School</u>	Head Coach	8%
	Reserve	6%
<u>Baseball - Junior High</u>	Coach	5%
	Coach	5%
<u>Track - Senior High</u>	Head Coach	8%
	Assistant	6%
	Cross Country	6%
<u>Track - Junior High</u>	Coach	5%
<u>Golf - High School</u>	Coach	5%
<u>Wrestling - High School</u>	Head Coach	8%
<u>Swimming - High School</u>	Head Coach	8%
	Assistant	6%
<u>Tennis - High School</u>	Varsity Coach	5%

Appendix A - Index Schedule Athletics (continued)

<u>ACTIVITY</u>		<u>INDEX</u>
<u>Girls Basketball -</u>	Head Coach	6%
<u>High School</u>	Assistant (OR) Coach - Varsity & Reserve	5% 7%
<u>Girls Softball -</u>	Coach	5%
<u>High School</u>		
<u>Trainer - High School</u>	Trainer (3 seasons) (full year)	8%
<u>Athletic Business</u>	Business Manager	5%
<u>Manager - High School</u>		
<u>Cheerleader Coach</u>	Coach	5%
	Coach	5%
<u>Intramural</u>	High School	5% (per semester)
	Junior High	5% (per semester)

APPENDIX A

Extra Duty Pay

The following percentages are based on the 1967-68 salary base of \$6,150.00. For succeeding years, the percentage figure is applied to the base salary, beginning step, B.A. schedule, of the salary schedule in effect at the beginning of the preceding year.

<u>ACTIVITY</u>		<u>PERCENTAGE</u>
I. <u>Classes</u>	Senior #1	9
	Senior #2	9
	Junior #1	3
	Junior #2	3
	Sophomore #1	2 1/2
	Sophomore #2	2 1/2
	Freshman #1	2
	Freshman #2	2
II. <u>Plays and Operettas</u>	Senior Play	2 1/2
	Junior Play	2 1/2
	*Vocal Music	5
	*Operetta	3
	*Band	5
	*Operetta	3
	*Drama-Thespian	2
	*Operetta	3
III. <u>Science</u>	*Future Science	2 1/2
	*Radio	2 1/2
	*Photography	2 1/2
IV. <u>Debate and Forensics</u>		5
V. <u>Arts and Languages</u>	French	2
	German	2
	Spanish	2
	Latin	2

Appendix A - Extra Duty Pay (continued)

<u>ACTIVITY</u>	<u>PERCENTAGE</u>
VI. <u>Vocational</u>	
*Future Homemakers #1	2 1/2
*Future Homemakers #2	2 1/2
Future Teachers (Cadet)	2
*Future Farmers	5
*4-H Club #1	5
Health Careers (Future Nurses)	2
VII. <u>Services & Miscellaneous</u>	
*Assembly	2 1/2
Honor Society	2 1/2
SLAMM	1
Students for Inde- pendent Thought	2
[School Publications]	6
*Sr. High Ski	2
*Jr. High Ski	2
Student Activities	
Sr. High Student Council	\$500.00
Jr. High Student Council	2
Elementary Student Council	2
Department Chairman	5
Varsity Club	2
UN Club	2
Chairman of Adult Education	\$300.00 per 10 week session

Appendix A - Extra Duty Pay (continued)

VIII. New Clubs

The first year of function of a "new" club shall be at a rate of 2% pro-rated as to the length of time such club has functioned as a recognized club. Reimbursement for subsequent years shall be negotiated at the next opening of negotiations.

IX. Bus Duty

Teachers volunteering to work bus duty shall be paid at the rate of \$2.50 per day per teacher. If a sufficient number of volunteers are not available, bus duty will be assigned to all teachers on a rotating basis at the rate of \$2.50 per teacher per day. The administration shall establish the number necessary for supervision in each building.

*Denotes splitting of sponsorship optional.

APPENDIX B

<u>School Calendar</u> <u>1968-69</u>		
		<u>Schools</u>
September 3, 1968	Tuesday	Teacher Orientation
September 4, 1968	Wednesday	A.M. - Orientation P.M. - Students
September 5, 1968	Thursday	A.M. - Students P.M. - Orientation
September 6, 1968	Friday	Full Day Session
September 9, 1968	Monday	Kindergarten Begins Special Education Classes Begin
September 13, 1968	Friday	No Kindergarten A.M. - Students P.M. - Orientation
October 10, 11, 1968	Thursday and Friday	Classes Dismissed Teachers' Institute
November 8, 1968	Friday	First Marking Period Ends
November 13, 1968	Wednesday	Elementary Report Cards Issued
November 15, 1968	Friday	Secondary Report Cards Issued
November 28, 29, 1968	Thursday and Friday	Thanksgiving Recess
December 20, 1968	Friday	Christmas Recess, Classes Dismissed At Close of School Day
January 6, 1969	Monday	Classes Resume
January 24, 1969	Friday	Second Marking Period Ends

Appendix B - School Calendar (continued)

January 29, 1969	Wednesday	Elementary Report Cards Issued
January 31, 1969	Friday	Secondary Report Cards Issued
April 3, 1969	Thursday	Third Marking Period Ends
April 3, 1969	Thursday	Easter Recess, Classes Dismissed At Close of School Day
April 14, 1969	Monday	Classes Resume
April 16, 1969	Wednesday	Elementary Report Cards Issued
April 18, 1969	Friday	Secondary Report Cards Issued
May 30, 1969	Friday	Memorial Day Recess
June 8, 1969	Sunday	Baccalaureate
June 9, 1969	Monday (High School Only)	A.M. - Examinations P.M. - No Students
June 10, 1969	Tuesday (High School Only)	A.M. - Examinations P.M. - No Students
June 11, 1969	Wednesday	Elementary & Junior High Students Dismissed At Noon
June 12, 1969	Thursday	Teachers Work On Final Records
June 12, 1969	Thursday	Commencement
June 13, 1969	Friday	Teachers Dismissed At Noon

Appendix B - School Calendar (continued)

January 29, 1969	Wednesday	Elementary Report Cards Issued
January 31, 1969	Friday	Secondary Report Cards Issued
April 3, 1969	Thursday	Third Marking Period Ends
April 3, 1969	Thursday	Easter Recess, Classes Dismissed At Close of School Day
April 14, 1969	Monday	Classes Resume
April 16, 1969	Wednesday	Elementary Report Cards Issued
April 18, 1969	Friday	Secondary Report Cards Issued
May 30, 1969	Friday	Memorial Day Recess
June 8, 1969	Sunday	Baccalaureate
June 9, 1969	Monday (High School Only)	A.M. - Examinations P.M. - No Students
June 10, 1969	Tuesday (High School Only)	A.M. - Examinations P.M. - No Students
June 11, 1969	Wednesday	Elementary & Junior High Students Dismissed At Noon
June 12, 1969	Thursday	Teachers Work On Final Records
June 12, 1969	Thursday	Commencement
June 13, 1969	Friday	Teachers Dismissed At Noon

APPENDIX C

PARTIES' SALARY SCHEDULE PROPOSALS

First Salary Schedule Proposal Submitted by
the Teacher Association

Proposed Salary Schedule

Step	BA	BA + 15	MA or BA + 40	MA + 15 BA + 45*	BA + 70* Specialist**
1	\$ 6,750	\$ 7,155	\$ 7,584	\$ 8,039	\$ 8,522
2	7,155	7,584	8,039	8,522	9,033
3	7,584	8,039	8,522	9,033	9,575
4	8,039	8,522	9,033	9,575	10,150
***5	8,672	9,183	9,725	10,300	10,908
6	9,192	9,734	10,309	10,917	11,563
7	9,744	10,318	10,927	11,573	12,257
8	10,328	10,937	11,583	12,267	12,992
9		11,593	12,278	13,003	13,772
10			13,014	13,783	14,598

This schedule is a 6% index

*Must include the MA degree

**Specialist or equivalent

***Includes 6% index plus \$150.00

**Second Salary Schedule Proposal Submitted by
the Teacher Association**

Proposed Salary Schedule

Step	BA	BA + 18	MA	MA + 15	Specialist
1	\$ 6,850	\$ 7,227	\$ 7,624	\$ 8,043	\$ 9,485
2	7,227	7,624	8,043	8,485	8,952
3	7,624	8,043	8,485	8,952	9,444
4	8,043	8,485	8,952	9,444	9,963
*5	8,644	9,110	9,603	10,679	10,669
6	9,119	9,611	10,131	10,266	11,256
7	9,621	10,140	10,688	11,266	11,875
8	10,150	10,698	11,276	11,886	12,528
9		11,286	11,896	12,540	13,217
10			12,550	13,230	13,944

*Includes 5 1/2% plus \$150.00

Salary Schedule Proposal Submitted by
the Board of Education

Proposed Salary Schedule

Step	BA	BA + 18	MA or BA + 40	MA + 15 or BA + 45*	Specialist** BA + 70
1	\$ 6,660	\$ 6,930	\$ 7,277	\$ 7,641	\$ 8,023
2	6,930	7,277	7,641	8,023	8,424
3	7,277	7,641	8,023	8,424	8,845
4	7,641	8,023	8,424	8,845	9,287
5	8,023	8,424	8,845	9,287	9,751
6	8,424	8,845	9,287	9,751	10,239
7	8,845	9,287	9,751	10,239	10,751
8	9,287	9,751	10,239	10,751	11,289
9		10,239	10,751	11,289	11,853
10			11,289	11,853	12,446

This schedule is a 5% cumulative index

*Must include the MA degree

**Specialist or equivalent

APPENDIX D

INTERVIEW INSTRUMENT

Training Section

Which of the following study areas did or would have helped you in preparation for your performance as a negotiations team member?

Finance	School law
Personnel administration	Behavioral sciences (psyc., soc., pol. sc.)
Curriculum	School negotiations
Supervision	Methods of teaching
Educational research	Student teaching
Public relations	Other professional education courses
School administration	

What additional training should be provided at the preparation level for administrators to prepare them for participation in collective negotiations?

How or in what manner should it be provided, suggest examples if you would like.

What additional training should be provided inservice for administrators to prepare them for participation in collective negotiations?

How or in what manner should it be provided, again suggest examples.

Climate Section

1. What has effect of c.n. on the support of the community re school finance been --- healthy - unhealthy - ?
2. What changes in quality of teaching have you noted as a result of c.n. --- improved - deteriorated - ?
3. In your opinion how have the children or students in the schools been effected by c.n. --- educationally they are better off - worse off - ?
4. Has there been an effect on the curriculum as a result of c.n. --- better - poorer - ?
5. How about the quality of supervision with the advent of c.n. --- improved - deteriorated - ?
6. What has been the effect on research in public education since c.n. --- more meaningful - less - ?
7. What has been the effect of c.n. on the general public interest in education --- greater apathy - more healthy concern - antagonistic - ?
8. What has been the effect on the administration of the schools as a result of c.n. --- more sensitive to educational needs - less - greater alienation from teachers - less - ?
9. What changes may be forthcoming in school law as a result of experience to date with c.n. --- further legislation equating the private with the public sector - special legislation to deal specifically with the public sector and more specifically, with school problems - tendencies to repeal or back up on existing legislation - ?
10. In your estimation what has collective negotiations contributed to man's understanding of his fellow-man --- has there been an increase in the personalization of relationships, i.e. teacher-admin., pupil-teacher, teacher-parent, admin.-parent - a decrease - has it had any diminishing effect on the claimed depersonalization of our present society - an - increasing effect - ?

11. Will c.n. have any direct or indirect affect on teaching methods courses --- greater emphasis on the human as opposed to the content aspect - greater emphasis on content - ?
12. Will or has c.n. effected any change on the student teaching experience --- more practicum - less - ?
13. Will or have the other professional courses been effected by c.n. --- more relevant - less - ?

Crucial Issues Section

These are seven of the issues taken up during the course of your 1968 negotiations process. Would you select the top three as you see them in rank order? Then would you select the top three that you expect in future negotiations? If, in either case, something is not there that you think should be, please include it.

1. Professional rights and responsibilities.
2. Teaching conditions, vacancies, promotions and transfers.
3. Academic freedom.
4. Curriculum council.
5. Agency shop.
6. Professional study committees.
7. Salary and compensation.

Conflict Section

This district was cited in the news media as having a potential for a rather high degree of conflict during the negotiations process. It was reported to me that the teachers were braced for the possibility of a strike. What did you expect to happen during the process? Do you have any further reaction to this now since negotiations have been completed?

Assume that you were going to brief your successor for the process next time - what would you tell him?

Is there anything crucial to this case that I have overlooked, or to the negotiations process generally?

APPENDIX E

LETTER FROM MICHIGAN EDUCATION ASSOCIATION



ME A

MICHIGAN EDUCATION ASSOCIATION

1216 KENDALE BOULEVARD

POST OFFICE BOX 678

EAST LANSING, MICHIGAN 48823

AREA CODE 517 332-6851

July 2, 1968

To Whom It May Concern:

Mr. Keith Gregg, who is currently working on a doctoral program through Michigan State University, has discussed his plans for conducting a study into some of the factors significant in arriving at either an ultimate negotiating atmosphere of low or high conflict with the Michigan Education Association Research Division and Office of Professional Negotiations.

The results of his study, we would assume, should be of considerable interest to any who may have an opportunity to review them.

It would be our hope that MEA local associations who may be involved in this study would cooperate as fully as possible with Mr. Gregg in his efforts. Hopefully, through such cooperation you may be a prime recipient of its benefits.

Very sincerely,

Tom Patterson
Professional Negotiations Assistant

TP:jmr

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