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TEACHER COLLECTIVE BARGAINING IN MICHIGAN: A STUDY OF TRENDS
FROM 1965 THROUGH 1985

Michigan State University

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TEACHER COLLECTIVE BARGAINING IN MICHIGAN: A STUDY
OF TRENDS FROM 1965 THROUGH 1985

By

Lenore Ann Jarman

A DISSERTATION

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

DOCTOR OF PHILOSOPHY

Department of Educational Administration

1986

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1986

ABSTRACT

TEACHER COLLECTIVE BARGAINING IN MICHIGAN: A STUDY OF TRENDS FROM 1965 THROUGH 1985

By

Lenore Ann Janman

The expansion of collective bargaining in Michigan K-12 public school districts was analyzed in this study. A major purpose of the study was to examine specific contract clauses to determine the degree of uniformity among such clauses in Michigan school districts, comparing district size and geographic location. Another purpose of the study was to measure the restrictiveness of contract language as perceived by building principals.

Twenty-one school districts representing all geographic regions of Michigan were selected for the sample. Teacher contracts negotiated between 1965 and 1985 were analyzed using the Contract Content Analysis Form, measuring 29 contract clauses and the 113 criteria that define the clauses. Eight of the contract clauses were rated by a randomly selected group of principals to be the most restrictive of the 29 clauses. A panel of 16 judges measured the language of these eight clauses using the Measurement of Contract Restrictiveness Form.

A t-test for significance of differences between correlated means was used to test the difference in the number of clauses

Lenore Ann Jarman

negotiated in the sample districts' contracts between 1965 and 1985. Chi-square was used to test the difference in criteria negotiated into teacher contracts based on class size and geographic region of the district. To test the restrictiveness of the eight contract clauses and to compare restrictiveness with district class size, one-way analysis of variance was used. The F-test was used to measure the significance of the difference between sample school districts.

The findings indicated that statistically significant differences existed in the number of clauses negotiated in Michigan public school districts' contracts between 1965 and 1985. The larger the district, the more criteria were mentioned in its contract. The number of criteria negotiated was not significantly related to geographic location of the district.

Statistically significant differences existed among Michigan K-12 school districts with regard to restrictiveness of contract clauses. A statistically significant difference also was found with regard to district size. The larger the district, the more restrictive principals perceived the language to be.

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CHAPTER I

INTRODUCTION

Background of the Study

As of 1985 there were 2.2 million public school teachers in the United States and nearly ninety per cent of them belonged to either the National Education Association (NEA) or the American Federation of Teachers (AFT). In Michigan 87,000 teachers belong to the Michigan Education Association and another 20,000 teachers belong to the Michigan Federation of Teachers. (Grand Rapids Press, 1985, p. 2)

Teaching is one of the most highly unionized occupations. Through the collective-bargaining process, teacher organizations are demanding more control over the governance of schools than ever before. Teacher associations are moving from a limited bargaining role to a position in which they are attempting to influence educational policy making. The scope of negotiations between school boards and teachers has expanded beyond the traditional concerns of salary, fringe benefits, and working conditions to include such matters as class size, transfer policies, textbook selection, and teacher-evaluation procedures. Some have claimed that this expansion in the scope of bargaining has provided teacher unions with disproportionate political power, undermining the traditional political process (Finn, 1985; Johnson, 1984).

Finn (1985), writing in the Phi Delta Kappan, observed that:

Over the decades, the NEA and the AFT have accumulated quite a lot of political power and economic influence and a measure of moral authority as well. They have claimed to represent both what is good for school children and what is good for teachers, and they have insisted that the two are compatible. Although not everyone has accepted this equation, the unions have still become extremely influential in thousands of decisions made by local, state and national governments. (p. 332)

Today, nearly 40 years after the first teachers' contract was negotiated, controversy persists about the effect of collective bargaining on public education. Advocates of collective bargaining contend that teacher unions are reforming the schools; critics argue that these unions are laying the schools to waste.

Bailey (cited by Johnson, 1984) characterized the popular and professional debates as follows:

Few issues in the field of American education have been more controversial in the past two decades than the rise of teachers' unions. Struggles over appropriate bargaining agents, what issues are negotiable, grievance procedures, the right to strike and even the underlying compatibility of unions and the educating professions have divided faculty, outraged administrators, politicized schools and colleges, entangled the courts, and riled public opinion. (p. 36)

Few would deny that during the last 20 years collective bargaining and teacher unions have emerged as important political and institutional forces in public education or that bargaining has influenced the way in which schools are managed. In January 1986, U.S. Secretary of Education William J. Bennett reported on what is successful in American education. This report, addressed to the American people, was intended to provide accurate and reliable information about what works when it comes to educating children. According to the report, "Schools with high student achievement and morale show certain

characteristics: a vigorous instructional leadership, a principal who makes clear, consistent and fair decisions. . . ." (U.S. Department of Education, 1986, p. 45).

Some critics have said the reallocation of authority created by the collective-bargaining process has left principals without sufficient discretion to make clear, consistent, and fair decisions (Cheng, 1976). Thus they cannot provide the instructional leadership the many current reports on reforms in education emphasize is needed to run effective schools.

Statement of the Problem and Research Questions

Educational labor relations has received little attention in systematic research. A review of the literature on the topic of collective bargaining in the K-12 public school setting demonstrated the fact that many gaps exist in the research on collective bargaining, as well as on the effect collective bargaining has had on school management. The extent to which unions and contracts have affected school practices is valuable information for school boards, administrators, and teacher unions, as well as for the public. Citizens want to know what collective bargaining is doing to their schools. School administrators and teacher union leaders want to know how to make collective bargaining work, or at least how to work with collective bargaining. Policymakers want to know how legislative action might change the influence of teacher unions. Those who analyze policy want to understand how collective bargaining, as an educational policy-making procedure, works.

This research was an attempt to fill some of the gaps in the literature by identifying the trends that are occurring in collective-bargaining agreements. The specific questions addressed in the study are:

1. Has the scope of issues negotiated into teacher contracts expanded since the passage of Public Act 379 of the Michigan Public Acts of 1965?

2. Has collective bargaining brought about uniformity in contract issues, excluding compensation and fringe benefits, among districts in Michigan?

3. Has collective bargaining restricted the administrative management of schools in Michigan K-12 public school districts, as perceived by building principals?

Purposes of the Study

As collective bargaining has evolved in the educational setting during the past 20 years, the scope of issues being negotiated into teacher contracts has expanded. Various authors have concluded that collective bargaining has increased teachers' authority and restricted the formal authority of school managers (Finn, 1985; Johnson, 1984). The literature suggested that changes in the breadth and scope of negotiated agreements often occur gradually and even innocuously. A longitudinal view of the changes found in Michigan K-12 public school district contracts will show the trends that collective bargaining is taking.

The major purpose of this study was to predict trends for collective bargaining in Michigan and to discuss implications of possible value to school boards, school district administrators, school district negotiators, teacher unions, their individual members, and those who negotiated contracts on behalf of the teachers' union.

Additional purposes of the study were:

1. to substantiate whether the scope of issues negotiated into teacher contracts in Michigan K-12 public school districts expanded from 1965 through 1985.

2. to determine whether collective bargaining has brought about uniformity among issues negotiated into Michigan K-12 public school district contracts, excluding compensation and insurance benefits.

3. to determine whether collective bargaining has restricted administrative management of schools in Michigan K-12 districts, as perceived by building principals.

4. to determine whether larger school districts have negotiated more issues into their teacher contracts than have smaller districts.

Importance of the Study

Michigan has been recognized throughout the United States as a leader in collective bargaining for teachers. Collective bargaining may eventually be viewed as one of the forces that has influenced American education. Therefore, this study is important in light of the absence of literature and research concerning trends in collective

bargaining. The research is also important because of its timeliness and relevance to those seeking quality in education, as well as a professional relationship among boards of education, administrators, and teachers.

Hypotheses

The following hypotheses, stated in the null form, were formulated to test the data collected in this study.

Hypothesis 1: There will be no statistically significant difference in the number of clauses negotiated in Michigan K-12 public school districts' contracts between 1965 and 1985.

Hypothesis 2: There will be no statistically significant difference in the scope of issues negotiated into teacher contracts between second-, third-, and fourth-class districts in Michigan.

Hypothesis 3: There will be no statistically significant difference in the scope of issues negotiated into teacher contracts, based on the geographical region of Michigan in which the district is located.

Hypothesis 4: There will be no statistically significant difference in the restrictiveness of contract language among Michigan K-12 public school districts, as perceived by building principals.

Hypothesis 5: There will be no increase in the range of perceived restrictiveness of contract language as school district size increases.

Limitations

Constraints on teacher negotiations are essentially identical to those on collective bargaining for all public employees. These constraints fall into the following categories:

statutory limitations which exist in various statutes, legal and practical limitations on the fiscal and managerial authority of public employers, pre-existing employment laws, rules and regulations, management rights directed by pre-existing laws, rules and

regulations, limitations upon the obligation to bargain any changes in working conditions and finally limitations upon the public employee's right to strike. (Kerchner, 1979, p. 186)

Limitations on bargaining exist because restricted authority is vested in the public employer. This limited authority and jurisdiction over certain employment areas influences the bargaining process.

One limitation of the study itself was the size of the sample used. Michigan has 531 K-12 public school districts; 21 of them were included in the sample. Another limitation of the study was that only districts affiliated with the Michigan Education Association as the teacher representative were used. Twenty-five districts are represented by the Michigan Federation of Teachers; these districts were eliminated before the sample was selected to control for any philosophical variance between the two unions. This limitation did not allow for the analysis of a first-class district's contract because the Detroit Public Schools constitute the only first-class district in Michigan, and their teachers are affiliated with the Michigan Federation of Teachers.

The writer limited the areas of the contract that would be analyzed to 29 specific contract clauses, omitting clauses dealing with compensation and fringe benefits. The Michigan School Boards Association annually compiles data on salaries and fringe benefits in Michigan school districts. Other contract language that affects how schools are managed does not receive any systematic attention or study.

Another limitation was the number of judges who were used to rate the restrictiveness of the eight contract clauses. Reading the

contract clauses from each of the 21 districts and rating each clause on a scale of restrictiveness was a time-consuming project. Because it was difficult to find more than 16 principals to perform this rating, the interrater reliability among the raters was limited. Each rater rated the clauses independently of the other raters and independently of other clauses rated by other raters.

The data are presented as they existed in collective-bargaining agreements from 1965 through 1985. The researcher did not attempt to determine the effects of such outside influences as legal restrictions, legal traditions, or individual personalities involved in the bargaining process. Because of the nature of collective bargaining, implications derived from the data are generalizable to other Michigan school districts represented by the same union.

Definition of Terms

The following key terms are defined in the context in which they are used throughout this dissertation.

Clause--An article or provision in a collective-bargaining agreement.

Contract--The formalized master collective-bargaining document officially ratified by the union and the board of education. This term is used interchangeably with master agreement, master contract, and collective-bargaining agreement.

The following terms were used in this study as measures of contract language. Contract language that is restrictive means limiting, prohibiting, obstructing and/or confining an administrator from

making a decision having an effect on some aspect of school management, personnel procedures, or policy. Extremely restrictive is limiting, obstructing, and/or confining an administrator to the greatest degree from making a decision having an effect on some aspect of school management, personnel procedures, or policy. Moderately restrictive is limiting, obstructing, and/or confining an administrator to an average degree from making a decision having an effect on some aspect of school management, personnel procedures, or policy. Neutral language is neither restricting nor allowing an administrator to make a decision having an effect on some aspect of school management, personnel procedures, or policy. Somewhat restrictive is limiting, obstructing, and/or confining an administrator to some extent from making a decision having an effect on some aspect of school management, personnel procedures, or policy. Least restrictive is limiting, obstructing, and/or confining an administrator to a lesser degree from making a decision having an effect on some aspect of school management, personnel procedures, or policy.

Governance--The practice of controlling, guiding, or directing.

Issue--Something published or written as a result of an action, which in this case is a concept reduced to writing and negotiated into a contract.

Management--The practice of directing, controlling, or regulating.

Negotiations--A formalized process entered into by boards of education and recognized teacher unions to mutually determine wages,

hours, benefits, and other conditions of employment. In this study, the term is used interchangeably with collective bargaining and bargaining.

Range--The extent of one's knowledge, perception, experience, or ability.

Rate--A measured quantity within the limits of a fixed amount of something else.

Scope--The breadth of an area covered.

Union--The National Education Association, together with its state and local affiliates. Throughout the dissertation, this term is used interchangeably with teacher association, bargaining unit, bargaining agent, and teacher organization.

Overview

Chapter I contained an introduction to the study, together with a statement of purpose, importance of the study, research questions and hypotheses, assumptions and limitations, and definitions of important terms. The literature and research pertinent to the study are reviewed in Chapter II. Also highlighted are related studies on the topic under investigation. In Chapter III, the writer describes in depth the design of the study, background and selection of the sample, and procedures used in collecting, processing, and treating the data. The data are presented and interpreted in Chapter IV. Major conclusions and predictions drawn from the data, as well as suggestions concerning future research, are set forth in Chapter V.

CHAPTER II

REVIEW OF THE LITERATURE AND RELATED STUDIES

Introduction

"The first negotiated contract between teachers and a board of education was ratified in Norwalk, Connecticut, in 1946" (Wesley, 1975, p. 18). However, negotiations did not gain national attention until the early 1960s, when problems occurred between the United Federation of Teachers and the New York City Board of Education.

Collective bargaining between teachers and boards of education has gained momentum since its inception in the early 1960s. In 1962 the National Education Association (NEA) passed a resolution at its national convention stating:

The NEA insists on the right of professional associations, through democratically selected representatives, to participate with boards of education in the determination of policies of common concern including salary and other conditions of professional services. (Finn, 1985, p. 23)

Teacher collective bargaining originated in Michigan following the passage of Public Act 379 of the Michigan Public Acts of 1965. By its own definition, Public Act 379 (the Public Employment Relations Act) is:

an act to prohibit strikes by certain public employees; to provide review from disciplinary action with respect thereto; to provide for the mediation of grievances and the holding of elections; to declare and protect the rights and privileges of public employees;

and to prescribe a means of enforcement and penalties for the mediation of provisions of this act. (Michigan Department of Labor, 1965, p. 16)

Section 9 gives employees the right to organize for purposes of collective bargaining, and Section 11 specifies the mandatory topics of collective bargaining as being "rates of pay, wages, hours of employment and other conditions of employment" (p. 17). Public Act 379 serves as a benchmark for the present study because it was after the act was passed in 1965 that collective bargaining officially began in Michigan.

Collective bargaining and teacher unions have emerged as important political and institutional forces in public education. Since the 1960s, the National Education Association and the American Federation of Teachers have pursued long-term goals and strategies relative to collective bargaining. Teacher organizations have been leaders in the struggle to extend the range of bargainable issues to include almost every conceivable item that would remotely affect the terms and conditions of teachers' employment.

Organized teachers have exerted an increasingly strong influence in educational policy making in a number of ways. Early in the history of negotiations, teacher organizations concentrated on bargaining about such traditional contract items as salary, fringe benefits, and working conditions. As the negotiation process has become more sophisticated, the scope of negotiations has expanded. Teacher unions continue to pursue an expanded bargaining role, which would include any school policy or procedure.

Writing in the Journal of Law and Education, Metzler (1973)

stated:

Public employees battle out by themselves to determine what is or is not negotiable. What issues are negotiable and what constitutes good faith bargaining remain to be hammered out on a case by case basis. The two largest teacher unions contend that any school board policy or practice even remotely affecting teachers' interests and livelihood is or should be negotiable. (p. 140)

A major issue in educational labor relations is what subjects teacher unions can negotiate at the bargaining table. Before winning bargaining rights, teachers had no say in the design of school buildings or their location, financing of education, size and scheduling of classes, purchase of equipment, training of teachers, staff development, or curriculum development (Cheng, 1976). However, now that the scope of bargaining has expanded, school boards and administrators view this expansion as an encroachment on their authority to make policy and manage the schools.

Collective bargaining and teacher unions are central to the educational decision-making process. Both parties involved in the bargaining process have strong opinions about where the control and decision making regarding policy matters and procedures should reside. The issues of power, professionalism, union goals, and management prerogatives should all be kept in mind as one reviews the literature and related studies relative to the scope of collective bargaining and school management.

Historical Perspective on the Scope of Bargaining

In this section, a brief historical summary of the collective-bargaining process provides background information and a frame of reference for a discussion of the scope of bargaining, as well as the viewpoints of boards of education and teacher unions presented later in this chapter.

The National Teachers Association was founded in 1960 "to elevate the character and advance the interest in the education in the U.S." (Wesley, 1975, p. 24). In 1957 this organization became the National Education Association (NEA). During the early years of the organization, NEA leaders stressed the "professional" aspects of public service and did not champion the tangible or monetary benefits of teaching.

The American Federation of Teachers (AFT) was chartered by the American Federation of Labor in 1916. As anti-union sentiment grew following World War I, the AFT was continually linked with anti-war and communist factions. The AFT gained strength during the depression, and by the late 1930s the organization was becoming visibly active. The growth and development of the AFT have fluctuated through the years.

Interest in salaries, pensions, and tenure was evident in the early years of the NEA, even though collective bargaining was not viewed as an appropriate activity for teachers. Because of welfare difficulties during the depression years and the slow, steady growth of the AFT, it was not until the early 1960s that the NEA openly advocated

professional negotiations. The NEA apparently used the term "professional negotiations" deliberately to differentiate from the "collective bargaining" that the AFT advocated. Most experts now agree that any difference in the two terms is purely semantic; today the terms are used interchangeably, as they are in this study.

As mentioned earlier in this chapter, 1960 marked the beginning of the collective-bargaining movement in public education. Before then, both the NEA and the AFT had advocated various forms of collective action by teachers, but no formalized bargaining on a large scale had yet occurred in the teaching profession. In 1960 the first major representation election took place in New York City; the AFT won that election. This was the beginning of collective bargaining for the teaching profession. Teacher collective bargaining began in Michigan in 1965 with the passage of Public Act 379, which allows public employees to bargain for wages, hours, and other conditions of employment.

State statutes regulating teacher collective bargaining serve a purpose for both teachers and school boards. Existence of a state statute mandating collective bargaining guarantees that teachers will have the right to bargain and will be subject to a uniform process. State laws can also regulate the scope of bargaining and thus assure management that its prerogatives will not be unnecessarily compromised. By 1984, 38 states had collective-bargaining statutes. Many of these laws contain provisions describing the scope of what is bargainable.

Several states, including Michigan, have modeled their bargaining provisions after federal statutes governing private-sector bargaining, which allow wages, hours, and other terms and conditions of employment to be negotiated. The following discussion of some of these state statutes provides a better understanding of the language used to define the scope of bargaining.

The Kansas State Collective Bargaining Law states that any mutually-agreed-to items affecting performance of professional services are negotiable. The Oklahoma law is general in its statement that anything not in conflict with the state statutes is negotiable. Nevada passed a law in 1975 to restrict the scope of bargaining. This law provides that "the local government employer shall discuss subject matters outside the scope of mandatory bargaining but is not required to negotiate such matters" (James, 1976, p. 20). The Nevada law also contains an extensive management-rights clause, which strengthens the bargaining stance of school boards.

The Nevada supreme court decided that a number of items significantly related to wages, hours and working conditions are bargainable, including preparation time for teachers, staffing patterns, performance standards, class size, student discipline and instructional supplies. (James, 1976, p. 21)

Indiana's Bargaining Act of 1973 states that "there are mandatory subjects requiring school employers and employees to bargain over salary, wages and salary and wage related fringe benefits" (Cheng, 1976, p. 23). The statute further provides that negotiations can cover a wide range of permissive subjects, including such items as curriculum

development and review, textbook selection, teaching methods, and teacher assignments or promotions.

The Michigan statute mandates that boards of education must negotiate hours, wages, and conditions of employment. The statute also states that it is illegal to negotiate anything against school code or law.

Michigan has determined the scope of bargaining primarily on a case-by-case basis, with decisions being made by the parties at the table and the Michigan Public Employment Relations Commission (MERC). The MERC decides the actual context of what is bargainable when it rules on issues brought before the commission by teacher unions or school boards. Some issues the Michigan board has ruled on as being legitimate for negotiation include salary, insurance benefits, leaves of absence, teaching assignments, date of the contract, and grievance procedures (Jascourt, 1973).

Determining what is bargainable often becomes a critical political issue. In effect, bargaining introduces a new focus: politics in education. In his book Altering Collective Bargaining, Cheng (1976) wrote,

Management of public schools in a significant sense is politics, for politics centers on the principal foci of decision making and public school administration is fundamentally a process in which decisions are arrived at and implemented. (p. 7)

One difficulty in defining the scope of bargaining in education has been the failure to distinguish between working conditions and educational policy. A clear line has never been drawn between educational policy and teachers' working conditions. In the private sector,

the scope of bargaining is interpreted by the National Labor Relations Board and upheld by the Supreme Court. The issues fall primarily into two categories of bargaining. The first category is referred to as the mandatory area of bargaining, which includes wages, hours, and working conditions. The second category is referred to as the permissive area of bargaining. In this instance, bargaining is not required of either party, but upon voluntary agreement by both parties, certain subjects can be negotiated.

Public school teachers have a broader scope of negotiable items than virtually any other class of employees in either the public or the private sector. The NEA has taken the position that:

Anything pertaining to the teaching-learning process is a potential subject for collective bargaining. To negotiate an instructional item means to involve the teacher in educational decision-making via his/her local or state association. (Cooper, 1982, p. 31)

The review of literature for this study indicated that much of the conflict occurring in educational bargaining has resulted from the fact that teachers and teacher organizations are seeking increased power and professional rights, whereas administrators and school board members perceive this expansion of authority as an encroachment into their domain. The two sides of the issue are considered in the following section by examining some of the issues perceived by both groups.

Viewpoints of School Board Members Versus
Teacher Union Representatives

This section focuses on the viewpoints of school board members and teacher union representatives with respect to what constitutes a permissible topic to include in contract bargaining. The references are representative of attitudes and opinions concerning the scope of bargaining and serve as valuable background on the complex questions addressed in this study.

When teachers first began to seek bargaining rights, school boards charged it was unprofessional for teachers to bargain for wages and fringe benefits and encouraged them to concern themselves solely with instructional and curricular matters. At that point, teachers were preoccupied with securing basic bargaining rights that private-sector employees had come to take for granted. Karlitz (1978) predicted then that:

Once matters related to economic conditions are firmly established as negotiable, increasing decisional authority in areas related to educational policy will become a major objective of organized teachers. (p. 125)

A former president of the AFT, Charles Cogen, said:

We place no limit on the items which are subject to the bargaining process. Anything on which two parties can agree should become a part of the agreement. Anything on which they cannot agree will not appear. (cited by Cooper, 1982, p. 33)

The struggle for power has engendered in teachers a desire to influence, if not control, as many elements of the educational enterprise as possible. Unions have continued to press for language that speaks directly to the curriculum. The process by which curriculum and

policy decisions are made is becoming a common provision of some teacher contracts.

The philosophy inherent in professional negotiations is that teachers, like other professional practitioners, have a deep and transcendent interest in all matters that pertain to the standards of their practice. As Stinnett, Kleinmann, and Ware (1966) asserted, "If professionalism in education means anything, it means teachers have a legitimate interest in every decision that affects their pupil clientele and the effectiveness of their work" (p. 154).

In most school districts, curriculum and policy decisions are made by administrative personnel and descend through the system. Teachers want to bargain for a more democratic approach to curriculum and policy development. They feel inherently responsible for the success or failure of curriculum programs and often believe they should be directly involved in or in some instances have ultimate control over curricular decisions. Farr (1983) stated,

Recent contracts contain provisions for curriculum councils, teacher in-service and the selection of teaching materials. The Michigan Education Association and the NEA take the position that negotiations should include all matters which affect the quality of education. These organizations believe administrative decisions regarding curriculum-related matters have had detrimental effects on the quality of education. Both organizations have not been satisfied with the amount of input they have had in curriculum matters. (p. 18)

This attitude toward the scope of issues that are bargainable was reinforced by the Michigan Education Association at a Representative Assembly held in Lansing on November 10, 1984. Among the resolutions approved by this assembly were the following:

The Association urges local affiliates to involve members and those affected in the development and implementation of programs for instructional improvement, curriculum development, and individualized instruction. . . . The Association believes that classroom teachers can be accountable only to the degree that they share responsibility in educational decision-making and to the degree that other parties share this responsibility. . . . Teachers must select instructional materials without censorship. The Association urges its affiliates to seek the removal of laws and regulations which restrict the selection of a diversity of instructional materials or which limit teachers in the selection of such materials. (Voice, 1984, p. 7)

Taking a different position on the question, Alfonso (1970) claimed, "The present model for negotiations . . . is antithetical to all accepted principles of curriculum development" (p. 45). He went on to explain that he believed curriculum decisions should not be made by any power group. Power groups come into being because of strong, motivating self-interest, and self-interest must not be involved in curriculum and instruction decisions. Likewise, Alfonso did not believe curriculum and instruction should be the subject of adversarial negotiations. "Teacher unions and school boards may differ on matters of salary and related fringe benefits, but curriculum and instruction are not matters for taking sides" (p. 48).

In Michigan, the trend has been for collective-bargaining units to gradually gain control over the direction of local school curriculum, as well as other policy issues and school procedures. By law, the board of education is responsible for educational policies and procedures. State legislators, state boards of education, and courts of law provide the parameters that delimit the powers of a board of education.

The growing trend in education is toward more accountability, and teacher-union representatives use this trend as the rationale for their attempt to negotiate curriculum-related issues and school policies into their contracts. If teachers are indeed going to be held accountable, they want to have a voice in determining what they are accountable for. Concerning accountability, Vaughn (1976) maintained that:

This growing trend towards accountability makes it only reasonable for teacher unions to demand a greater role in developing the goals and objectives that teachers are being held responsible for implementing. . . . Through the collective voice, relevant goals can be developed for education and meaningful curriculum change can be negotiated. (p. 22)

Writing on teacher unions and the curriculum change process, Eiken (1977) stated:

A supervisory staff's flexibility in initiating changes is more limited as collective bargaining agreements incorporate issues affecting curriculum innovation. This writer sees curriculum issues becoming more constrained as the negotiating process broadens to include more instructional related issues. (p. 175)

In "A Survey of Teacher Attitudes," Osborn (1975) commented: "The current drive towards teachers' involvement in decision-making is symptomatic of the rapid professionalism now taking place in education . . . defined as the drive of a group to control its own work" (p. 27).

The question of which issues are negotiable remains to be determined on a case-by-case basis. Teachers are demanding more control over their professional destiny, and the two largest teacher unions contend that any school board policy or practice even remotely affecting teachers' interests and livelihood is or should be negotiable.

Teachers' organizations have been leaders in organized labor's attempt to extend the range of bargainable issues to include almost every conceivable topic that might remotely affect teachers' terms and conditions of employment. Three basic areas are included in a contract: money, managerial decision making, and the rights of the parties. The more professional the public employee, the more managerial decision making is demanded.

In the private sector, unions seldom attempt to bargain on production process and product design. In education, however, such limitations would be considered a denial of professional status.

Frequently in-service time is bargained away for more benefits. Negotiated class size creates an administrative mind set to "fill up the classes" in assigning pupils to classes. The traditional labor-management negotiating model in education has a number of weaknesses, one of which is that it links personal needs of teachers to the instructional needs of pupils. (Selden, 1975)

This continuing controversy penetrates directly to the heart of teacher/board of education/labor relations: establishment of policy and management's right to determine the instructional program and overall school curriculum.

Controversy about the issues that should be negotiable is influenced by certain constraints on collective bargaining for all public employees. These constraints fall into one of the following categories:

Statutory limitations which exist in various statutes, legal and practical limitations on the fiscal and managerial authority of public employers, pre-existing employment laws, rules and regulations; management rights directed by pre-existing laws, rules and regulations, limitations upon the obligation to bargain any changes in working conditions and finally limitations upon the public employee's right to strike. (Eiken, 1977, p. 174)

Thus bargaining is influenced by various statutes and pre-existing employment laws. The following section contains a discussion of the balance of power in schools as it relates to the decision-making process and school governance.

Managerial Decision Making and Collective Bargaining

The decision-making process in the schools is controlled by two authority structures: the teachers and the administrators. Each group is continually engaged in attempts to control the behavior of the other. This situation has resulted in a balance of power between teachers and administrators, with each group carefully preserving its own sphere of influence over specific activities of the school. Two trends that affect the balance of power are accountability and collective bargaining. Outside groups are placing increasing pressure on teachers and administrators to be held accountable for the outcomes of education or student learning. These outside groups can be viewed as increasing the emphasis on political and bureaucratic controls and contributing to a shift in the decision making affecting school curriculum, policy, and procedures.

One influential outside group is the United States Department of Education, which under the direction of Secretary William J. Bennett published a report of research about teaching and learning in January 1986 (Bennett, 1986). Preceding this report were Education Advisory 1985, published by Rexford Brown of the Education Commission of

the States, and the Michigan State Board of Education's Better Education for Michigan Citizens: A Blueprint for Action, published in 1983.

These reports and others published in the past four years called for educational reform. They presented what researchers have found about what works when it comes to educating children. Each of these reports stated that schools with high student achievement provide vigorous instructional leadership and are led by a principal who makes clear, consistent, and fair decisions. Collective bargaining has changed the command structure in public schools. The focus of decision making has changed from unilateral to multilateral. In addition, contract language specifies and regulates many school practices.

In Education and Urban Society, Kerchner (1979) wrote, "The most significant qualification about school labor relations is that there are extreme variations in impact on school governance" (p. 186). He made several generalizations about the effect of labor relations on governance and grouped them into the following five general areas:

1. The breakdown of the unitary command structure and its replacement by a multilateral bargaining system or a bilateral system.
2. The introduction of new participants in school decision making, including labor professionals, both advocates and neutral third parties, organized and unorganized citizens, and elected officials outside of education.
3. The movement of the focus of decision making to central offices within school systems and to locations outside school systems, including legislatures, courts and public administrative agencies.

4. The broadening scope of issues that fall into the labor relations arena, both issues raised during formal negotiations and those joined to the collective process during administration of contracts.
5. The changing nature of managerial work. There is evidence that school administrators face different types of issues, new constituents, different managerial roles, and new criteria for success in their jobs. (p. 201)

All of these effects, individually and combined, relate to the central issues of educational labor relations. The breakdown of the paternalistic structure in school decision making impels the organization to political means to reach agreements simply because the legitimate authority within the established school structure is not influential enough to meet its goals alone. It must now bargain with the union and, more than likely, create coalitions with others outside the organization if the schools' goals are to be realized.

Broadening the number and types of issues covered by the collective-bargaining agreement can have a variety of effects. More complex labor-management agreements lead to more detailed rules to implement them. Collective bargaining places greater reliance on uniformity in educational decision making. One of the purposes of labor relations that was stated early on is to avoid capriciousness in school administrators' treatment of employees. The reality behind this goal is that uniform rules for the treatment, payment, and discipline of employees are a part of every labor agreement. This pushes the organization toward centralization. In general, substantive and procedural rules follow the signing of a labor contract and make it operational.

When times are financially tight, management is often pressed to find something that it can give away to labor; thus an agreement is reached on a noncost item such as joint consultation or review of curriculum programs. Kerchner suggested, "The scope of bargaining expands both because of legal interpretation and because the parties themselves take action that increases the number of issues being discussed" (p. 189).

The debate continues. Is a realignment of power occurring between teacher unions and administrators? Is the decision-making process in school districts changing from one of unilateral decision making to bilateral decision making? Are administrators losing ground when it comes to managing their schools? The question of what the scope of bargaining should include can be answered by analyzing the effect of these negotiations on school governance.

Review of Related Studies

The preceding section outlined the viewpoints of school boards and teacher unions concerning the negotiability of policy and procedures in teacher contracts. Formal studies dealing with the degree to which such negotiations have taken place in the past ten years are virtually nonexistent. One in-depth research project with a related follow-up study has been conducted and is reviewed in this section, along with three other studies that were conducted on similar topics.

In 1972, Ziemer completed a doctoral dissertation on the degree to which curriculum-instruction components existed in negotiated contracts. He approached the study by validating 96 curricular items

and then designating them as primary or secondary in nature. Ziemer selected 14 current NEA-affiliate bargaining agreements and 14 current AFT-affiliate bargaining agreements from cities throughout the United States. He then used these documents to determine whether the identified curricular components were, in fact, being negotiated. Ziemer also sampled attitudes of union leaders in the districts from which contracts had been selected and then compared similarities or differences in the emphasis these union leaders placed on negotiation of curricular matters.

Thompson and Ziemer (1975) later expanded the preceding study to include an attitudinal survey of board of education members. Their study was published by the National School Boards Association as a research report entitled Impact of Collective Bargaining on Curriculum-Instruction. One hundred thirty-nine school board members from 26 of the 28 originally surveyed districts responded to an opinionnaire, which listed various curriculum components and sought respondents' opinions about whether the items were clearly negotiable, not negotiable, an administrative function, or whether the respondent was not certain of the answer. Only two curriculum-instruction categories were seen as clearly negotiable by more than 50% of the responding board members. Those categories dealt with working conditions such as non-teaching duties, teacher evaluation, transfer policies, and teacher meetings. Overall, board members expressed no consensus about where the instruction decision making should occur. The implication is that

curricular items are appearing in contracts even though board members maintain that such items are not negotiable.

Frock (1977) analyzed contract language to determine the extent to which language directly affecting curriculum existed in teacher contracts in selected school districts in southeastern Michigan. He sampled school districts in the highly unionized metropolitan Detroit area to determine whether a trend in negotiating curriculum matters into teacher agreements was evident since Public Act 379 was signed into law in 1965. Twenty-five school districts were chosen for study, based on enrollment, relative wealth, and teacher bargaining affiliate. Frock chose six of the variables that Zimmer used in his study because they represent diverse curriculum-instruction components and also have policy implications. The six variables he analyzed were decision-making authority over curriculum policy; selection of textbooks and instructional materials; in-service education; determination of course content; academic freedom; and teacher assignments, involuntary transfer, and bumping. Specific language about each selected curricular component was recorded on a data-collection sheet for each of the contracts analyzed. The data were reported in terms of total frequency with which each component occurred and also in comparison with the three variables: pupil population, state equalized valuation, and bargaining-unit affiliate.

Frock found that from 1967 to 1976 there was a definite trend to include in teacher agreements language giving teachers more voice in

determining curriculum and related policy matters. A similar trend was to include more language related to selection of textbooks and instructional materials. A slight trend was to include language affecting inservice education. Between 1967 and 1976, there was a definite trend in the area of academic freedom. The most dramatic trend was to include language affecting teacher assignment, involuntary transfer, and bumping. Frock determined that the actual language appeared to deal more with determinant power than with substantive elements of curriculum. He also found a relationship between contract language and a district's size and wealth. He did not find that bargaining affiliate played a major role in the type of language negotiated.

Magee (1978) studied the effect of collective negotiations on school districts' curriculum planning and improvement of instruction. He concluded that many contracts contained agreements for teacher participation in curriculum decisions through the formation of curriculum councils or committees rather than the addition of curriculum proposals per se to the contract.

McDonnell and Pascal (1979) conducted a study of recent trends in teacher collective bargaining for the Rand Corporation. The study was funded by the National Institute of Education and the United States Department of Health, Education, and Welfare. The purpose of the study was to examine key gains teachers had made in their negotiated contracts in areas other than salary and fringe benefits. The authors found:

little evidence that collective bargaining had much impact for good or ill on the quality of educational services that teachers provide to students. Regulation of class size was one of the most dramatic gains, but provisions governing teacher assignment and transfer policy were other important collective bargaining achievements. This study also found that organized teachers have a choice in determining length and composition of the school day; how teachers are evaluated and promoted; and how aides are used in schools. The study identified a growing trend toward professionalization in collective bargaining using professional negotiators. (p. 129)

Summary

In this chapter a review of literature concerning the expansion of issues bargained in teacher contracts was presented. The viewpoints of both school board members and teacher union leaders were discussed. The effect of labor relations on managerial decision making was also explored. A historical overview of the scope of bargaining showed the differences that exist in the nature and extent of bargaining issues from state to state.

A review of selected journal articles, dissertations, and related studies from the past ten years indicated a lack of consensus concerning the issue of what should be a topic for negotiation in teacher contracts. Few studies have been conducted on the broad topic of educational labor relations or the specific subject of what is a legitimate issue to be considered in the scope of bargaining. One important study, however, was conducted in 1972, in which Zimmer identified 96 curriculum components and then surveyed the extent to which these components existed in 28 NEA- and AFT-affiliate contracts. He also compared the attitudes of union leaders about the negotiability of these items. Frock (1977) focused on six key curricular items and

the trends in bargaining concerning these issues from 1965 through 1976 in metropolitan Detroit.

The literature review provided background information and valuable insight into perceptions and attitudes concerning the topic under investigation. A basic premise of the study was that changes in negotiated agreements often occur gradually. A trend may exist relative to the expansion in the scope of bargainable issues, and this trend may well affect the management or governance of schools. Because little information is available in the field of educational labor relations, a study of this nature will provide information to both teacher unions and school boards that will be valuable in predicting future trends in contract negotiations.

CHAPTER III

DESIGN OF THE STUDY

Introduction

The literature on educational labor relations has suggested that collective bargaining with teachers may be evolutionary in nature, progressing from basic wage and benefit discussions to more complex and sophisticated interactions. This study examined trends in collective bargaining over a 20-year period in Michigan K-12 public schools. Also considered was the effect of contract language on the management of schools, as perceived by building principals. Another issue addressed in the study was uniformity in the scope of issues negotiated into teacher contracts among K-12 public school districts in Michigan and a comparison of those issues by district size and location.

Collective bargaining had its official beginning in Michigan 20 years ago. Those who negotiate contracts, both for the teachers' union and the school board, should know what trends are occurring in collective-bargaining agreements. Knowing what has been included in past negotiated agreements can be useful in predicting future trends. Awareness of these trends and of the effect that contract language has on the administrative management of schools will be of value to school boards and administrators as well as to teacher union negotiators.

Michigan has been recognized as a leader in teacher unionism and collective-bargaining advances. As mentioned earlier, in public-sector bargaining, policy matters and procedures are likely to be negotiated only when a relatively high level of bargaining sophistication is achieved (Kerchner, 1979). Therefore, a study of trends in a geographic area such as the one selected can have important implications and be of assistance to other school districts and other states that may not have reached the same level of sophistication in bargaining, as well as provide valuable information to those who negotiate school district contracts.

Source of the Data

The data for this study were gathered through a stratified sample selected by geographical regions within Michigan. A sample of 21 school districts was chosen for the study, representing all geographic areas of the state, as well as rural, urban, and suburban regions.

The State Department of Education has divided Michigan into four geographical regions; the districts for this study were selected from within each region according to the size of the district (Appendix A). Michigan school districts are classified by size, according to the pupil population of the district. These classifications are determined by guidelines established in the Michigan School Code. Size classifications were used to select nine fourth-class districts, 11 third-class districts, and 1 second-class district. There are two second-class districts in the state; one is affiliated with the Michigan Federation

of Teachers and therefore was eliminated from the sample. There is only one first-class district in Michigan, and its teacher association is also affiliated with the Michigan Federation of Teachers. Thus, it was eliminated from the sample along with other districts affiliated with that organization.

The contracts negotiated between 1965 and 1985 for each of the 21 selected districts were analyzed using the Contract Content Analysis Form (Appendix B). The contracts were located in the Michigan State University Archives. Superintendents from the 21 districts selected for study were contacted and informed of the study; all of them approved the use of their districts' contracts in this research. A list of the school districts included in the study, along with the size of the district and the region it represents, is presented in Appendix C.

Instrumentation

The methodology used in the study was descriptive research employing content analysis. Content analysis of the contract language, as well as classification and comparison, yielded data that were classified, generalized, and interpreted for use by negotiators of school district contracts.

The Contract Content Analysis Form

The Contract Content Analysis Form was developed for use in this study as a tool with which to analyze contract clauses. The researcher received and reviewed a sample contract printed by the

Michigan Education Association as a model contract. The Michigan School Boards Association provided a checklist of criteria it uses in reviewing local district contracts. From these two sources, the researcher compiled a list of 29 common contract clauses. These 29 clauses are recognized as accepted clauses one might expect to find in teacher collective-bargaining agreements. For each clause, a number of criteria were listed as items to look for when analyzing the clause. These criteria were presented as neutral criteria, not being considered to be union criteria for a good union clause or management criteria for a good management clause. The criteria were used as the measure for Hypotheses 2 and 3 of this study.

The instrument was tested by analyzing nine school district contracts. Modifications were made in the criteria listed for two clauses, based on the absence of the criteria in the nine district contracts. Maternity and child-care leaves were combined since child-care-leave terminology did not begin appearing in teacher contracts until the mid-1970s.

The 29 items listed on the Contract Content Analysis Form are individual clauses found in teacher contracts. Each clause is further defined by the criteria listed next to it. These criteria comprise specific items to look for when analyzing the clause. The clauses are listed on the Contract Content Analysis Form in the order in which they are usually listed in a teacher contract. Each clause is discussed below.

Recognition. This clause provides the statement of the bargaining agent. Usually this is referenced to Public Act 379 of 1965, which allows teacher associations to organize for the purposes of collective bargaining. This clause also defines categories of employees included in the bargaining unit and specifies employees excluded from the bargaining unit.

Board/district rights. This clause reinforces the rights of the school board, including statutory rights and the right to establish policies and procedures. These rights may be listed specifically, or it may be stated that the board retains all discretion not modified by the agreement.

Association/teacher rights. This clause usually states that teachers have the legal right to organize, join, and support the association for the purpose of collective bargaining. This clause can also list specific items, such as the right to use school facilities and equipment under certain conditions, to use bulletin boards for posting notices, and to use the district mail service. The association's right to financial information, board meeting agendas, and information necessary for processing a grievance may be stated.

Union security/membership. This clause usually makes membership in the union or payment of an equivalency fee a condition of employment. The amount of time an individual can work in the district before paying association dues or an equivalency fee may be specified. This clause usually contains language protecting the board

from legal action if an individual chooses to seek legal recourse in case of dismissal.

Class size. This clause may be found under the general category of teaching conditions. A limit on the number of students who may be assigned to a class is usually specified, and remedies may be provided if the class size is larger than the number listed in the clause. Additional pay for students above the limit or additional help in the classroom in the form of an aide may be included. This clause may provide a weighting of special education students in the regular classroom, i.e., counting each one as two students. The clause may require consultation with the association before placing additional students in a teacher's class. Access to grievance procedures if the class size exceeds the limit may be provided.

Teaching conditions. This clause may specify the hours of work for association members, listing an exact time at which they must be at school and an exact time at which they may leave school for the day. The number of classes that can be taught in a day, the amount of planning time that must be made available, and the use of planning time may be stated. This clause may also list the amount of time that must be provided for a duty-free lunch period. Extra compensation for teachers if they have an assignment exceeding what the clause specifies may be provided.

Teaching assignment. This clause usually specifies a date by which teachers must be notified of their teaching assignment for the

next school year and that a teacher cannot be assigned to a class the State Department of Education has not certified him/her to teach.

Vacancies/transfers/promotions. These three items are usually included in the same clause and may be defined in the clause. Language may require vacancies and new positions to be posted following a specific procedure for a certain amount of time. This clause may require that the association be notified of a vacancy. Language in this clause may require an association member to be transferred to a vacant position before someone new is hired to fill the vacancy. This clause may also include language limiting involuntary transfers to a vacant position.

Teacher evaluation. This clause may specify the procedure for evaluating teachers, along with the timeline that must be followed in such evaluations. Specified may be the number of classroom observations that must be conducted; the final evaluation be in writing, signed by the teacher; and that the teacher respond in writing. The language may require that association representatives be involved in developing the evaluation criteria and instrument. The clause may specify the frequency with which tenured teachers are evaluated and may also include a procedure for teachers to review their personal files. Access to grievance procedures if there is disagreement with regard to the evaluation and/or process may be provided.

Professional behavior. This clause may state that the teacher is obligated to comply with the rules, regulations, and policies established by the board of education.

Maintenance of standards. This clause states that the conditions of employment cannot be changed except by mutual agreement of both parties.

Leaves of absence. Numerous types of leaves may be listed in this clause. Ten different leaves that may be available to teachers were examined in this study.

Association leave. This clause provides for association members to be absent from school to attend meetings of the association. The clause may specify the number of days allowed each year, define who is eligible to use the leave, allow for reimbursement to the district for substitutes' pay, and specify a procedure for requesting the leave.

Bereavement leave. This clause may define the term "immediate family," the number of days that may be used, the procedure for requesting the leave, and state that the days are to be taken from sick leave.

Maternity/child care leave. This clause provides for leave after the birth of a child and may state that it is a leave without pay. A specific amount of time for notifying the district and limit the amount of time of the leave may be required.

Disability leave. This clause may define what is meant by "disability" and include a procedure for requesting the leave.

Jury-duty leave. This clause allows for absence when an association member is subpoenaed for jury duty. It may specify the procedure for handling jury-duty pay.

Personal leave. This clause may state the parameters for personal leave, set a limit on the number of days that may be used, and specify that personal-leave days are deducted from sick leave.

Professional leave. This clause allows for association members to attend professional conferences, workshops, or meetings. The clause may define what constitutes professional leave, set a limit on the number of days, and specify a procedure for using the leave.

Unpaid leave. This clause may specify what unpaid leave may be used for, delineate the procedure for requesting leave, and place a limit on the length of the leave.

Sabbatical leave. Such leave is provided for in the Michigan School Code, section 380.1235. The clause may specify the number of staff members who may be granted sabbatical leave at one time and state a beginning and ending date for the leave.

Sick leave. This clause may contain a definition of what is considered eligible use for sick leave. The clause may specify the number of days available, a total accumulation for unused days, and a procedure for notifying the district of intention to use the leave.

Reduction in personnel/seniority/layoff/recall. These four items are usually found in the same clause, and the terms may be defined. The clause may specify the procedure for laying off probationary and tenured teachers. The procedure for notification of recall as well as the amount of time left on the recall list may be specified. The clause may state the amount of time to respond to a recall notice. In addition, this clause may provide for a teacher to gain tenure in a

specific position. The language may address administrators' seniority and may state that a teacher who becomes requalified while on layoff can be recalled when a position becomes available.

Grievance procedure. The grievance-procedure clause provides for enforcement of the written contract without going to court. The clause may define a grievance and may limit it to a violation, misinterpretation, or misapplication of the contract. Steps to be followed and a time limit on each step may be stated. This clause may provide for binding arbitration as the final step in the procedure, specify for payment of the arbitrator, and put limits on the authority of the arbitrator. The release of employees involved in a grievance hearing and a place for the hearing may be provided. The language may exclude probationary teacher discharge or placement on a third year of probation from access to the grievance procedure.

Instructional council/curriculum committee. This clause may provide for the formation of a committee to make recommendations to the superintendent for textbook or curriculum changes and may specify joint membership of association and board members. The clause may also provide for regularly scheduled meetings of the group.

School calendar. This clause may specify the number of teacher workdays as well as student attendance days. The contract may contain the specific school-year calendar and a procedure for making up days lost from inclement weather.

Teacher protection/student discipline. This clause may provide for reasonable support of teachers and allow them temporarily to exclude students from class.

Continuity of operations/no-strike clause. This clause specifies that association members agree not to strike during the term of the agreement. Procedures for the board to discipline employees found in violation may be included.

Waiver or zipper clause. This clause states that the written agreement is the complete and full agreement between the parties. That neither party is obligated to negotiate on other items during the terms of the agreement unless both agree to do so may be stated.

One difficulty encountered in analyzing contracts was that the first officially negotiated teacher contracts did not appear until 1966. Even though school boards may have had unofficial agreements with their teachers before 1966, it was not until then that ratified agreements began to appear. Another difficulty in analyzing contracts was the physical condition of some of the early contracts. Some were mimeographed and the pages were faded or poorly reproduced, making them difficult to read.

Measurement of Contract Restrictiveness Scale

The 29 clauses listed on the Contract Content Analysis Form were listed with a brief description on the Measurement of Contract Restrictiveness Scale (Appendix D). Twenty-five randomly selected principals were asked to rate each of the 29 clauses on a scale of

restrictiveness ranging from 5 = extremely restrictive to 1 = least restrictive. A neutral rating of 3 was given as one of the choices. All rankings were tabulated, and the eight clauses that received the highest average score were used to measure the restrictiveness of the actual contract language for the 21 districts in the sample.

A panel of 16 principals was selected to rate the actual contract language for the eight selected clauses from the sample districts. The panel was composed of three senior high principals, one working in a second-class district, one in a third-class district, and one in a fourth-class district; three middle school principals, one each from a second-, third-, and fourth-class district; and ten elementary principals, three from a second-class district, three from a third-class district, and four from a fourth-class district. The principals had between 3 and 19 years of experience as a building principal.

The principals were given the Measurement of Contract Restrictiveness form with the definitions of the terms on the scale and asked to rate the clauses as they perceived the language would limit, obstruct, or confine them from making a decision having an effect on some aspect of school management, personnel procedure, or establishing school policy if they were to use the language in their building and school district. Each of the judges rated ten clauses in one of the eight areas selected. The principals were asked to make their judgments on the restrictiveness of the specific language independently of the other clauses they were rating.

Nature of Data Collected

Two types of data were collected: factual and perceptual. The factual data concerned the issues and scope of criteria in each teacher contract negotiated between 1965 and 1985 in each of the 21 districts in the study sample. The perceptual data were principals' perceptions of the restrictiveness of the eight contract clauses rated as the most restrictive of the 29 clauses.

Statistical-Procedure for Analyzing the Data

The investigator selected several statistical procedures to clarify certain aspects of the study and to test the hypotheses formulated for the research. To test Hypothesis 1, related to the difference in the number of clauses negotiated in Michigan K-12 public school districts' contracts between 1965 and 1985, the analysis was performed in two parts. For each district, the number of clauses found in the first contract year (1965) was subtracted from the number of clauses found in 1985, resulting in a difference score. These differences were analyzed using a t-test for significance of differences between correlated means (Downie & Heath, 1965).

To assess the difference in the scope of issues negotiated into teachers' contracts based on districts' class size or geographic location, the numbers of issues were expressed in frequency categories. The data were then analyzed using the chi-square technique to test for significance of the relationship between the number of issues mentioned

and the district's size (Hypothesis 2) or geographic location (Hypothesis 3).

Hypotheses 4 and 5 were tested using one-way analysis of variance. This statistic allowed the researcher to test the null hypothesis of no significant difference among the means of the various districts or groups of districts. Variation in each rater's response to each of the eight clauses was considered in analyzing the variance between district results. When the variance was deemed significant, further analysis was conducted to ascertain differences between districts or groups of districts. An F-test was used to measure the significance of the difference between the independent variables (school districts) in this study.

The .05 alpha level was selected as the criterion for acceptance or rejection of the statistical hypotheses. This level was thought to be sufficiently rigorous for the conditions of the study. Thus, if the probability was equal to or less than five times in a hundred, the observed differences could be attributed to chance and the null hypothesis rejected. If the observed difference was of such magnitude that it might arise more than five times in a hundred through the operation of chance factors, the null hypothesis was accepted.

Summary

Sources of data for the study were described in this chapter. The statistical-analysis procedures used in testing the hypotheses were explained. Results of the data analysis are discussed in Chapter IV.

CHAPTER IV

PRESENTATION AND ANALYSIS OF THE DATA

Introduction

To begin Chapter IV, it is appropriate to discuss some general findings about Michigan teacher contracts that became apparent as the bargaining agreements were analyzed. The 21 school districts in the sample produced a total of 186 teacher contracts between 1965 and 1985. These contracts can be found in the archives at the Michigan State University Library. The number of contracts negotiated during the 20-year time span varied for each district because each district negotiates its own contracts; some are single-year agreements and others are multiple-year agreements. Most districts negotiated contracts of two years' duration, but the range was from single-year agreements to those of four years' duration. Therefore, the number of contracts analyzed for each individual district ranged from 6 to 13 over the 20-year period.

Some of the earlier teacher contracts were part of a district teacher handbook compiled by the administration to provide basic guidelines for the teaching staff. Other early contracts were a compilation of mimeographed pages that incorporated board policies, district philosophy, and the Code of Ethics of the Michigan Education Association. After three rounds of bargaining, the Code of Ethics of the Michigan

Education Association no longer appeared in teacher bargaining agreements. The physical appearance of the contracts gained sophistication as mimeographed pages were soon replaced by typed and professionally reproduced documents. The number of pages also increased as contract language became more sophisticated and clauses expanded.

Public Act 379 of the Michigan Public Acts became law on July 1, 1965, and the following year formal negotiated teacher bargaining agreements began appearing in Michigan. Of the 21 districts in the sample, 16 had contracts that were in effect during the 1966-67 school year. Of these 16 districts, five had multiple-year agreements of two or three years' duration. Five of the districts in the sample did not have a negotiated contract until the 1967-68 school year.

In analyzing the 186 contracts, some inconsistencies were noted in the contract clauses during the 20-year time span. In seven of the districts, contract clauses that were present in the first negotiated agreement were not present in the contract that was in effect during the 1984-85 school year. In each of these seven districts, one to three clauses were dropped from the contract at some point during the 20-year period. These seven contract clauses were (a) association leave, (b) disability leave, (c) maternity/child-care leave, (d) academic freedom, (e) instructional/curriculum council, (f) maintenance of standards, and (g) continuity of operations. In three of the districts, clauses were absent from the first contract and the last contract analyzed but appeared at some point within the 20-year period. These clauses were (a) waiver or zipper clause, (b) jury-duty leave,

(c) professional leave, (d) union security/membership, and (e) instructional council/curriculum committee. The researcher assumed that such fluctuations in contract language were related to variables involving the overall economic climate, changes in personnel and their level of skill in negotiating the agreements, and changes in law and rulings that were passed on through legislative bodies influencing teacher negotiations.

As mentioned earlier, various authors (Finn, 1985; Kerchner, 1979) have asserted that contract negotiations are evolutionary in nature, and the data compiled for this study substantiated the evolutionary nature of collective bargaining in Michigan teacher contracts.

Results of the Data Analysis

The findings related to the hypotheses of the study are presented in this section. The first subsection contains the findings with regard to the contract clauses of the 21 districts. Findings related to the restrictiveness of the eight selected contract clauses are discussed in the second subsection.

Findings Regarding Contract Clauses

Hypothesis 1: There will be no statistically significant difference in the number of clauses negotiated in Michigan K-12 public school districts' contracts between 1965 and 1985.

Table 1 shows the number of clauses negotiated for each of the 21 districts in the study for the years 1965 (or first negotiated contract) and 1985. The statistical technique used to determine

whether the difference between the number of clauses negotiated from 1965 to 1985 was significant was the t-test of the means of correlated data because the two sets of measures (1965 and 1985) were on the same districts.

Table 1.--Number of clauses negotiated: 1965 and 1985.

District Name	Region	Class	Number of Clauses	
			1965	1985
Grand Rapids	2	2	20	26
Grand Haven	2	3	21	26
Port Huron	2	3	21	27
Utica	1	3	15	24
Traverse City	3	3	12	24
Saginaw	2	3	21	26
Battle Creek	2	3	17	24
Livonia	1	3	21	28
Lansing	2	3	21	28
Cadillac	3	3	11	24
Sault Ste. Marie	4	3	23	27
Allegan	2	3	18	19
Mio-Au Sable	3	4	13	19
Petoskey	3	4	13	20
Camden-Frontier	2	4	13	20
Ewen-Trout	4	4	12	21
Onkama	3	4	8	20
Cassopolis	2	4	11	20
Whitmore Lake	2	4	10	20
Deerfield	2	4	13	20
Iron Mountain	4	4	6	20

To determine the significance of the difference between the 1965 and 1985 contract clauses, the following formulas were used to compute the significance of the differences between the correlated means obtained from the 1965 and 1985 contracts.

$$t = \frac{\bar{X}_{85} - \bar{X}_{65}}{SE_d}$$

where $\bar{X}_{65}$ = mean number of clauses negotiated in 1965

$\bar{X}_{85}$ = mean number of clauses negotiated in 1985

SE_d = standard error of the difference between correlated means

$$SE_d = \sqrt{(SE_{85})^2 + (SE_{65})^2 - 2r(SE_{65})(SE_{85})}$$

where SE_{65} = standard error for 1965

SE_{85} = standard error for 1985

r = correlation between 1965 and 1985 number of clauses

The means, standard deviations, and the resulting t-ratio were compared with the t-value in a table of t-values. These data are presented in Table 2. The average number of clauses negotiated in 1985 was 23, whereas the average number of clauses negotiated in 1965 was 15, a difference of eight clauses. The observed t-value of 10.1 indicated that this difference was significant at all levels ($p < .0001$). Thus Hypothesis 1--that there would be no statistically significant difference in the number of clauses negotiated in Michigan K-12 public school districts' contracts between 1965 and 1985--was rejected.

Table 2.--Means, standard deviations, and resulting t-ratio of clauses in district contracts from 1965 to 1985.

	1965	1985
Number of districts	21	21
Mean number of clauses	15	23
Standard deviation	5.1	4.1
Standard error of the mean	1.1	.9
Correlation coefficient		.71
Standard error of differences between means		.80
Observed t-value		10.1

Significant at the 5% level ($t_{.05}(20) = 2.1$).

Further analysis by districts indicated that the differences in the number of clauses between the two years under investigation were also significant when district clauses were analyzed by district size. Table 3 shows the significant differences.

Table 3.--Number of clauses negotiated by district class and region.

	1965	1985	Difference
<u>District Class</u>			
Two	20	26	6*
Three	18	25	7*
Four	11	20	9*
<u>Region</u>			
One	18	26	8*
Two	17	23	6*
Three	11	21	10*
Four	14	23	9*

*Significant at the 5% level.

Hypothesis 2: There will be no statistically significant difference in the scope of issues negotiated into teacher contracts between second-, third-, and fourth-class districts in Michigan.

Results of the chi-square analysis conducted on the data for Hypothesis 2 are shown in Table 4.

Table 4.--Number of criteria mentioned, by district class.

Number of Criteria Mentioned		District Class			Total
		Two	Three	Four	
100+	N count	0	1	0	1
	% of row total	0	100	0	5
	% of column total	0	10	0	
90-100	N count	1	3	0	4
	% of row total	25	75	0	19
	% of column total	100	27	0	
80-90	N count	0	5	0	5
	% of row total	0	100	0	24
	% of column total	0	45	0	
70-80	N count	0	2	4	6
	% of row total	0	33	67	29
	% of column total	0	18	44	
60-70	N count	0	0	5	5
	% of row total	0	0	100	24
	% of column total	0	0	56	
Total	N count	1	11	9	21
	% of row total	5	52	43	100

Chi-square = 20.68

Chi-square with 8 df at the 5% alpha level of significance = 15.5

df = (number of class districts - 1) x (number of criteria - 1) = (3-1)
x (5-1) = 8

The resulting chi-square value of 20.68 was larger than the table value of 15.5. Based on these results, the second hypothesis--that there would be no statistically significant difference in the scope of issues negotiated into teacher contracts between second-, third-, and fourth-class districts in Michigan--was rejected.

The highly significant chi-square value gave a strong indication that statistically significant differences existed among the three district classes. A further test was conducted to determine whether third-class districts differed from fourth-class districts. Results of the chi-square analysis are shown in Table 5.

The resulting chi-square value of 14.22 was larger than the table value of 9.5. Based on these results, it was concluded that statistically significant differences existed in the scope of issues negotiated into teacher contracts between third- and fourth-class districts in Michigan.

Because only one second-class district (Grand Rapids) was included in the sample, a chi-square analysis could not be conducted for that district against the third-class or fourth-class districts independently. However, the number of issues or criteria for Grand Rapids (94) was clearly significantly higher than that for third-class districts (average = 88) and for fourth-class districts (average = 69).

The data analyzed for this hypothesis strongly indicated that the number of issues (criteria) mentioned in the second-class districts' contracts was significantly higher than the number mentioned in third-class districts, which in turn was significantly higher than

those mentioned in fourth-class districts. Based on these findings, it was concluded that the larger the district, the greater the probability that its teacher contracts would include more criteria and therefore the contract clauses would be more specific.

Table 5.--Number of criteria mentioned, by district class: third- and fourth-class districts.

Number of Criteria Mentioned		District Class		Total
		Three	Four	
100+	N count	1	0	1
	% of row total	100	0	5
	% of column total	10	0	
90-100	N count	3	0	3
	% of row total	100	0	15
	% of column total	27	0	
80-90	N count	5	0	5
	% of row total	100	0	25
	% of column total	45	0	
70-80	N count	2	4	6
	% of row total	33	67	30
	% of column total	18	44	
60-70	N count	0	5	5
	% of row total	0	100	25
	% of column total	0	56	
Total	N count	11	9	20
	% of row total	52	43	100

Chi-square = 14.22

Chi-square with 4 df at the 5% alpha level of significance = 9.5

df = (2-1) x (5-1) = 4

Hypothesis 3: There will be no statistically significant difference in the scope of issues negotiated into teacher contracts, based on the geographical region of Michigan in which the district is located.

Results of the chi-square analysis conducted on the data for Hypothesis 3 are shown in Table 6.

Table 6.--Number of criteria mentioned, by geographic region.

Number of Criteria Mentioned		Geographic Region				Total
		One	Two	Three	Four	
100+	N count	0	1	0	0	1
	% of row total	0	100	0	0	5
	% of column total	0	10	0	0	
90-100	N count	1	3	0	0	4
	% of row total	25	75	0	0	19
	% of column total	50	57	0	0	
80-90	N count	1	1	2	1	5
	% of row total	20	20	40	20	24
	% of column total	50	10	40	33	
70-80	N count	0	4	2	0	6
	% of row total	0	67	33	0	29
	% of column total	0	36	40	0	
60-70	N count	0	2	1	2	5
	% of row total	0	40	20	40	24
	% of column total	0	18	20	67	
Total	N count	2	11	5	3	21
	% of row total	10	52	24	14	100

Chi-square = 11.62

Chi square with 12 df at the 5% alpha level of significance = 21.0

df = (number of regions - 1) x (number of criteria - 1) = (4-1) x (5-1)
= 12

The resulting chi-square value of 11.6 was smaller than the table value of 21.0. Based on these results, the third hypothesis--that there would be no statistically significant difference in the scope of issues negotiated into teacher contracts, based on the geographical region of Michigan in which the district is located--was not rejected. No further analysis between regions was necessary. The researcher concluded that the number of issues (criteria) negotiated was not significantly related to the geographic region of Michigan in which the district was located.

In summary, the tests of the first two hypotheses showed that significant differences existed in contract clauses negotiated in Michigan K-12 public school districts from 1965 to 1985 and that significant differences existed in the scope or number of issues negotiated into district contracts between second-, third-, and fourth-class districts. The test of the third hypothesis showed that the location of the district made no difference in the scope of issues negotiated into its teacher contracts.

Narrative analysis of the 29 specific contract clauses.--Table 7 shows a list of the 29 contract clauses considered and the number of districts with such clauses for the two years examined in the study. During the first year of contract negotiations, 27 of the 29 contract clauses were found in at least one district contract. The only contract clause that was present in each of the 21 sample districts was the sick-leave clause. The recognition clause and the grievance-procedure clause were present in 20 contracts. Teaching conditions and

bereavement leave were present in 19 of the 21 districts, and association rights/teacher rights and teacher protection or student discipline were present in 18 of the 21 district contracts. The lowest number of clauses found in the district contracts during the 1984-85 contract year was 19.

Table 7.--Number of districts with specific clauses, 1965 and 1985.

Clause	Number of Districts	
	1965	1985
Recognition	20	21
Board/district rights	10	20
Association rights/teacher rights	18	20
Union security/membership	6	21
Class size	7	15
Teaching conditions	19	21
Teaching assignment	17	21
Vacancies/promotions/transfers	15	20
Academic freedom	8	10
Teacher evaluation	7	21
Professional behavior	3	7
Maintenance of standards	7	9
Association leave	10	19
Bereavement leave	19	21
Maternity/child care leave	14	20
Disability leave	0	1
Jury-duty leave	9	18
Personal leave	17	21
Professional leave	6	10
Unpaid leave	11	21
Sabbatical leave	8	13
Sick leave	21	21
Reduction in personnel/seniority/layoff/recall	0	21
Grievance procedure	20	21
Instructional council/curriculum committee	9	9
School calendar	8	20
Teacher protection/student discipline	18	18
Continuity of operations/no strike	7	15
Waiver or zipper clause	3	9

The two contract clauses that were absent from the first negotiated teacher contracts were disability leave and reduction in personnel/seniority/layoff/recall. The nonexistence of these clauses in early contracts was in all probability due to the economic climate and supply and demand of teachers. During the 1966-67 school year, teaching positions were plentiful; school districts were hiring staff and were not concerned about cutbacks or layoffs due to economic necessity. Within five years this trend quickly changed, as districts were beginning to experience economic difficulties coupled with declining enrollments. Therefore, the focus on contract negotiations began to change with the introduction of contract language on reduction in personnel/seniority/layoff/recall.

The first reduction-in-personnel clause language appeared among sample districts during the 1970-71 school year, and by 1976 each of the 21 districts had some language on reduction in personnel. The first clauses negotiated were very basic, providing for layoff of tenured teachers according to seniority. During the next round of negotiations, the language expanded to cover layoff of probationary teachers before the layoff of tenured teachers, the specific amount of time required for notification, and the amount of time a teacher would remain on the recall list. The language continued to evolve and become more sophisticated with the inclusion of a specific amount of time to respond to a recall notice, a procedure and timeline for a seniority listing of district teachers, a specific procedure for notifying the teacher of layoff, and a definition of terms used in the

clause. This clause appeared in all 21 districts by the 1984-85 contract year.

The other contract clause that did not exist in any of the sample districts during the 1966-67 contract year was disability leave. This clause was the most consistently absent from district contracts during the 20-year period examined in this study. Just one district had disability-leave language by the 1984-85 contract. It became apparent as the contract clauses were analyzed that disability leave, if addressed by contract language, was included with the sick-leave language and not as a separate clause in the contract. During the late 1970s, some language began to appear concerning workers' compensation as it relates to district procedures and sick-leave benefits. Perhaps the legal requirements of the school districts with regard to workers' compensation covered disability leave.

Two clauses that were included in only three district contracts during the 1966-67 contract year were a professional-behavior clause and a waiver or zipper clause. The criteria for a professional-behavior clause state that a teacher is obligated to comply with the rules and regulations established by the board. During early contract negotiations, it was probably assumed that teachers would comply with rules and regulations established by the board; thus, the parties did not deem it necessary to include such language in the collective-bargaining agreement. This clause was present in the contracts of seven third-class districts during the last year of the study.

The waiver or zipper clause states the contract is the complete agreement between the parties and that neither party is obligated to negotiate on other items during the duration of the contract. The purpose of this clause is to avoid continuing negotiations after the contract has been ratified; and, when coupled with a strong board-rights clause, can limit the role of past practice used by grievance arbitrators. This clause appeared in three contracts during the first year of the study and in nine contracts during the last year of the study.

The union security/membership clause appeared in the first contract of six sample districts. This clause is one that expanded with changes in law regarding agency shop for teacher unions. In the first contracts, this clause contained language allowing the board to deduct union-membership dues from teachers upon authorization. By the second or third round of contract negotiations in the late 1960s or early 1970s, language began to appear that allowed for collection of an equivalency fee for teachers not choosing to join the MEA. The contract clause was present in all 21 sample districts during the last year of the study.

Sabbatical-leave language appeared in eight district contracts the first year of the study and in 13 district contracts the last year of the study. The Michigan School Code covers sabbatical leave for teachers, making it an option of the board to grant such leave to a teacher who has been employed with the district seven years. District negotiators may deem this coverage or provision for sabbatical leave adequate.

Leave language was popular in the first contracts. In fact, ten different leave clauses were part of the 29 clauses analyzed. Nine of these ten leaves were present in the first year's contract. The only leave clause absent was the disability-leave clause. Bereavement leave was found in 19 of the 21 district contracts and personal-leave language in 17, followed by maternity/child-care leave in 14 of the contracts. Language regarding maternity/child care has evolved to reflect changes in the law (Elliott-Larsen Civil Rights Act). The first clauses required teachers to quit working from four to six months before the birth and forbade them to return sooner than six weeks after birth. In the mid-1970s, the language began changing to allow teachers to work until, by notice of their physician, they were unable to do so, and to return as soon as their doctor stated they were physically able to resume their duties. This clause appeared in 20 of the 21 sample districts' contracts during 1984-85.

Sick-leave clauses specify the number of days allowed per year for illness and the total number of days of unused sick leave that teachers may accumulate. The number of days allowed for sick leave ranged from 9 to 12 the first year of the contract. The total accumulation of days ranged from 60 to an unlimited number. Districts mentioning a specific number of days in the clause increased that number with subsequent teacher contracts. Sick days could accumulate to 130 in some districts and to 200 in others. Increases in total accumulation were apparent, whereas the number of days allotted per year remained fairly consistent within each district. Three of the

districts in the sample (Port Huron, Livonia, and Cadillac) had language providing for a sick-leave bank for teachers. Each teacher donated one day of his/her sick-leave allotment to a district bank administered by administrators and a committee of teachers appointed by the education association. This group determined teachers' eligibility to use the sick-leave bank.

Personal-business-leave language, which appeared in 17 contracts the first year of the study and in all 21 contracts the last year, specified the number of days per year each teacher could use, set guidelines for use of the days, and outlined a procedure for obtaining use of the days. The 21 districts allowed between one and three personal-business days per year. As the contracts progressed, the clause language expanded to require teachers to give notice and complete a district form before taking a personal-business day. Three of the 21 districts in the sample (Camden-Frontier, Grand Rapids, and Sault Ste. Marie) allowed tenured teachers two days of personal-business leave per year; probationary teachers were given one day per year. Two of the sampled districts (Cassopolis and Traverse City) allowed the first day of personal business to be taken at no charge to the teacher; if a second day was taken, the substitute teacher's pay was deducted from the teacher's salary. Three of the districts in the sample (Allegan, Camden-Frontier, and Petoskey) allowed teachers to accumulate three or five unused personal-leave days.

Another change that appeared in the mid-1970s was language limiting the number of teachers who could take a personal leave on the

same day. In three of the sampled districts (Battle Creek, Grand Rapids, and Petoskey), the terminology was changed in the mid-1970s from personal leave to business or emergency leave. This change also brought about modifications in the language, specifying that personal-leave days be used to attend to business that cannot be taken care of outside the work day or emergency situations that need immediate attention. These districts go as far as to list examples of what is meant, such as seeking a lawyer's advice, closing a house sale, or taking a sick child to the doctor. The language says the days may not be used for recreation or vacation or to extend a vacation.

Class-size language appeared in the first contracts of 7 of the 21 sampled districts and in 15 1984-85 contracts. In all cases, the early contract language was vague and spoke of a "goal" of 25 or 30 students per class at the elementary level and 150 students per day at the secondary level. Class size appeared in contracts of another seven of the sampled districts by the second round of contract negotiations, which took place from 1969 through 1971. One other district had class-size language by 1978-79, and the remainder did not have any language concerning class size by 1984-85. Class-size language changed gradually over the 20 years under study in the 15 districts whose contracts included such clauses.

The number of students who could be assigned to a teacher's class decreased at the elementary level and remained consistent at the secondary level. The language expanded to include various remedies for classes exceeding the stated limit, including such things as an aide

provided to assist the teacher, extra teacher pay for each student above the limit, and consultation with the union if class size exceeded the limit, in order to reach agreement on a solution. Three districts (Port Huron, Traverse City, and Lansing) went to weighted-class language in the early 1980s. This language allowed for counting special-education students who were mainstreamed into a regular education teacher's class as one and one-half students.

Grievance-procedure clauses appeared in the first contract of 20 of the 21 districts. The one district (Iron Mountain) that did not have a grievance-procedure clause in the first contract negotiated such language in the second contract, which was in effect during the 1968-69 school year. All but one district in the sample had binding-arbitration language in their grievance-procedure clauses. The one third-class district (Battle Creek) without binding arbitration had advisory arbitration provisions.

Seven of the 21 districts had binding-arbitration language in their first contract's grievance-procedure clause. Two districts had obtained binding arbitration by the second round of negotiations, and five districts had binding arbitration by the third contract negotiation. The remaining districts in the sample had binding-arbitration language by 1980. Five districts had advisory arbitration during the first contract and binding arbitration by 1980. Along with language allowing for binding arbitration were provisions for limiting the authority of the arbitrator and provision for payment of the arbitrator.

In 11 of the districts' early contracts, grievance-procedure clauses specified the State Labor Mediation Board as the agency to settle grievance disputes. Each district had a committee that heard the grievance at the second or third step and attempted to reach a settlement on the issue before proceeding to a hearing by an outside agency. Most districts called this entity a professional rights and responsibilities committee, an MEA term. Other districts called this group the grievance committee or the arbitration panel. In the early 1980s, districts made a change in the selection of arbitrators; 11 districts specified the American Arbitration Association, and one named the Michigan Employment Relations Commission as the agency from which both parties would mutually select the arbitrator. Other district contracts did not name the agency to be used to select an arbitrator.

One of the sample districts, Grand Rapids Public Schools, had language specifying two types of grievances. In the 1969-71 contract, language appeared establishing a Type-A grievance, which concerns disputes with which the parties are not in agreement; such disputes are nongrievable. Type-B grievances concern misinterpretation of the collective-bargaining agreement; these issues are grievable. One other third-class district, Saginaw Public Schools, had some unusual grievance-procedure language allowing for administrators to file grievances against individual teachers or the union for violations of the bargaining agreement.

Grievance-procedure language has evolved from advisory arbitration to binding arbitration and from selection of an arbitrator from the State Labor Mediation Board to choice of either the American Arbitration Association or the Michigan Employment Relations Commission.

Language on teaching conditions appeared in 19 of the 21 districts' first contracts. This language covers teaching hours, number of classes taught each day, amount of time allotted to planning time, specific time for the beginning and end of the work day, and amount of time for lunch. This clause also provides for extra compensation for additional assignments. The two districts (one third-class district and one fourth-class district) that lacked such language the first contract year had it after the second round of negotiations in 1968-69.

The early clauses contained provisions establishing the teachers' workday. Twelve of the districts stated the hours of the workday, specifying the time teachers must report to work and when they could leave. These times varied from district to district, depending on school schedules and unique characteristics of individual communities and districts. The basic time parameter fell between 7:50 a.m. and 4:30 p.m. for the first contracts. In subsequent bargaining agreements, teachers' workdays were shortened considerably. By the mid-1970s, the length of teachers' workday was six and one-half to seven and three-quarters hours. Because individual building schedules can vary within a district, four of the districts addressed this problem with contract language stating that the teacher must be at work 15

minutes before the students report for class and remain 15 minutes after the students leave.

Another provision of the teaching-conditions clause that 6 of the 21 districts addressed dealt with the amount of time after the normal workday that teachers were required to attend meetings. In the mid-1970s, language appeared in the second-class district's contract that required teachers to be available for four meetings and four after-school events each month. The language in the three third-class districts' contracts required teachers to be available from 60 to 90 minutes one day a week for staff meetings. By the mid-1970s, the amount of time and the number of meetings that could be held each month were reduced.

The amount of time allowed for lunch was also addressed in the teaching-conditions clauses. In general, lunch time ranged from 30 to 60 minutes, depending again on student and building schedules. One fourth-class district (Onokama) also had a statement that, during the workday, teachers could not leave the premises without the administrator's permission.

One fourth-class district (Camden-Frontier) had language in the early contract years stating that excessive delinquency in reporting to work would be dealt with by the administration and two members of the education association. This language no longer appeared in contracts after 1972.

One fourth-class district (Deerfield Public Schools) has some unique language under the teaching-conditions clause in its present

contract. This language states that teachers are not expected to check students for head lice except under extreme emergencies. Unique situations exist in each district, and if they become a problem they often are addressed in the contract with specific language attempting to resolve the situation.

The teaching-assignment clause appeared in the first contract for 17 of the 21 districts. The four districts lacking such language in the first contract had it in the second negotiated agreement. All 21 districts had teaching-assignment clauses by 1971. Six of the districts had vague language, stating that teachers would be notified of their assignment as soon as possible or as soon as practical. Eight districts had language in the first contract saying teachers would be notified of their tentative assignment before June 1.

During subsequent contract negotiations in nine districts, the date was moved back to June 30, July 1, or July 15. This clause was changed to allow administrators more time to notify teachers of their assignment for the following year. These changes occurred in the second or third round of contract negotiations and remained constant until the early 1980s. Later language changes in the teaching-assignment clause required notification only if the assignment was going to be changed from the previous year.

The other criteria analyzed for the teaching-assignment clause pertained to assignment only within the major or minor area of certification. The early contracts did not contain this language in their teaching-assignment clauses, but it began appearing in the mid-1970s in

some of the districts. The second-class district referenced the guidelines established by the North Central Accreditation Association for assignment certification.

The teacher-protection/student-discipline clause states that teachers will receive reasonable support and assistance and includes language allowing teachers temporarily to exclude a student from class for misbehavior. This clause appeared in 18 of the 21 districts' contracts the first year and remained in these 18 contracts over the 20-year period addressed in the study. The three fourth-class districts that did not have such language present in the first contract remained consistent in this omission throughout the 20 years under study.

Vacancies/promotions/transfers language specifies that new positions will be posted throughout the district, notification sent to the association, and request for transfer considered before new staff members are hired; it also limits involuntary transfers of staff. This clause appeared in 15 of the 21 districts' contracts during the first round of negotiations but was absent from the first contract of six fourth-class districts and then began appearing during the second round of contract negotiations. One district remained silent on this clause throughout the 20-year period of the study. One of the districts (Whitmore Lake) did not negotiate such language until the 1984-87 contract year; that language provides for vacancies to be posted throughout the district and notice sent to the association. The remaining criteria are absent from the contract.

Another district (Cassopolis) had language in the 1974-76 contract requiring that notification of a vacancy be sent to the association and in the 1984-87 contract expanded the clause to include criteria allowing for vacancies to be posted throughout the district, consideration of a request for transfer before new staff are hired, and language limiting involuntary transfers.

An instructional-council/curriculum-committee clause was found in nine districts' first contract and in nine districts' 1984-85 contract, even though they were not the same nine districts. This clause specifies that the committee will have joint membership of teachers and administrators, provide for regularly scheduled meetings, and provide a procedure for recommending textbook changes. Three third-class districts (Allegan, Lansing, and Petoskey) had such language in the first contract but not in the 1984-85 contract; two districts (Battle Creek and Port Huron) had no such language in the first contract but had negotiated language by the 1984-85 school year. In five third-class districts, the clause was present during the 20 years of the study. Eight fourth-class districts lacked such language in both the first and last contract years under investigation. The second-class district also was absent language pertaining to instructional councils/curriculum committees throughout the 20-year period of study. This clause was one recommended in the MEA sample contract and was introduced as the Professional Study Committee. By the mid 1970s, the clause had been changed to either instructional council or joint curriculum committee.

The recognition clause is considered one of the fundamental clauses of a bargaining unit's agreement because it provides a framework for the existence of the collective-bargaining agreement. This clause specifies the bargaining agent, categories of employees included in the unit, and employees excluded from the bargaining unit. Twenty of the 21 sample districts had a recognition clause in their first contract. The only fourth-class district without a recognition clause in its first contract had one in the second bargaining agreement. These clauses expanded through the 20-year period to include more positions in the bargaining unit. The first clauses included teachers only and were expanded to include special personnel like music, art, and physical education teachers and school nurses. During the mid-1970s, the language in eight districts was expanded to include a definition of "teacher." Substitute teachers were excluded from the recognition clause of most districts by the early 1980s.

The association rights/teachers' rights clause was found in the first collective-bargaining agreement of 18 of the 21 sample districts. Only one fourth-class district did not have this clause in the 1984-85 bargaining agreement.

The board/district rights clause was found in 10 of the 21 districts' first bargaining agreements. Five of those ten districts were third-class and the other five fourth-class districts. By the 1984-85 contract, only one fourth-class district (Whitmore Lake) remained without such a clause. One third-class district negotiated its first board/district rights clause into the 1983-85 contract.

The academic-freedom clause appeared in eight districts' contracts the first contract year and in ten districts' contracts during the 1984-85 school year. Three third-class districts lacked this language in the first contract but had a clause by the 1984-85 contract year. Two fourth-class districts had no academic-freedom language the first contract year but did have it in the 1984-85 contract. Seven third-class districts had an academic-freedom clause in each contract from 1965 to 1985.

The school-calendar clause listed criteria specifying a particular calendar, the number of teacher workdays and student attendance days per year, and a procedure for making up snow days that would be applicable to multi-year contracts in effect from 1986 on. Six third-class districts, one fourth-class district, and the second-class district had school-calendar language in the first contract, and it remained throughout the 20-year period. All but one fourth-class district had negotiated such language by the 1984-85 contract year. Beginning with the 1975-76 contract, one third-class district (Sault Ste. Marie) and one fourth-class district (Mio-Au Sable) had criteria for making up snow days if they exceeded a specified number. Another third-class district (Cadillac Area Schools) had such language in effect during the 1975-77 school year, and yet another (Allegan) had included it by the 1978-81 contract year. Two third-class districts (Port Huron and Traverse City) and one fourth-class district (Onkama) had language on making up snow days in the last contract analyzed for the study.

The continuity of operations or no-strike clause appeared in 7 of the 21 districts' contracts the first year of the study and in 15 districts' contracts the last year. Six fourth-class districts were without such language throughout the 20-year period. This clause lists criteria stating that the association, its agents, and members agree to no strike or work stoppage during the term of the agreement. It also contains criteria specifying that the board reserves the right to discipline employees found in violation. The districts that had no continuity of operations/no-strike clauses the first year had negotiated that language by the mid-1970s.

Restrictiveness of Contract Language,
as Perceived by Principals

Hypotheses 4 and 5 tested the perceptions of a randomly chosen group of principals regarding the restrictiveness of eight contract clauses. The principals perceived these clauses as limiting, obstructing, and/or confining their ability to make a decision having an effect on some aspect of school management, personnel procedures, or school policy to a great degree. The eight clauses were as follows:

1. Teaching assignment
2. Reduction in personnel/seniority/layoff/recall
3. Grievance procedure
4. School calendar
5. Teaching conditions
6. Class size
7. Vacancies/promotions/transfers
8. Teacher evaluation

Table 8 shows the degrees of restrictiveness of the eight contract clauses, as perceived by the principal raters. The mean total rating is the sum of the average rating (two-raters) for all eight clauses reviewed by the principals. The scaled rating is simply the sum of the average ratings divided by eight. It is obvious from this table that the more restrictive contract clauses were negotiated by the second-class district and the third-class districts. With the exception of the Deerfield School District, all fourth-class districts had "neutral" or "moderately restrictive" language. It is interesting that none of the districts had a scaled rating below 2.3. In the views of the raters (principals), no district had a "somewhat restrictive" or "least restrictive" contract clause.

Hypothesis 4: There will be no statistically significant difference in the restrictiveness of contract language among Michigan K-12 public school districts, as perceived by building principals.

Table 9 shows the results of the analysis of variance on the principals' (raters') perceptions toward the restrictiveness of contract clauses for the 21 districts. Because the F-value of 7.75 was significantly larger than the table F-value of 2.94, the null hypothesis--that there would be no statistically significant difference in the restrictiveness of contract language among Michigan K-12 public school districts, as perceived by building principals--was rejected. That is, statistically significant differences existed among Michigan K-12 public school districts in terms of the restrictiveness of their contract language.

Table 8.--Degrees of restrictiveness of the eight contract clauses.

District Class	District	Mean Total Rating ^a	Mean Scaled Rating ^b
2	Grand Rapids	32.0	4.0
3	Grand Haven	21.5	2.7
3	Port Huron	29.5	3.7
3	Utica	26.0	3.3
3	Traverse City	25.0	3.1
3	Saginaw	30.0	3.8
3	Battle Creek	22.5	2.8
3	Livonia	30.0	3.8
3	Lansing	32.5	4.1
3	Cadillac	22.5	2.8
3	Sault Ste. Marie	26.0	3.3
3	Allegan	23.5	2.9
4	Mio/Au Sable	19.0	2.4
4	Petoskey	23.0	2.9
4	Camden-Frontier	23.0	2.9
4	Ewen-Trout	18.5	2.4
4	Onokama	20.5	2.6
4	Cassopolis	18.0	2.3
4	Whitmore Lake	20.0	2.5
4	Deerfield	26.0	3.3
4	Iron Mountain	21.0	2.6

^aMaximum = 40; minimum = 8.^bMaximum = 5; minimum = 1.

Table 9.--Results of analysis of variance on perceptions of raters toward the restrictiveness of contract clauses for all 21 districts.

Source of Variance	df	Sums of Squares	Mean Squares	F-Value
Treatment	20	767.33	38.46	7.75*
Error	21	104.00	4.95	
Total	41	871.33		

*Significant at the 5% level.

Further analysis of two districts at one time and testing the differences between them indicated the following:

1. Grand Rapids, Lansing, Livonia, and Saginaw School Districts were equally restrictive, as perceived by the principals, and were significantly more restrictive than other districts in the study. The eight clauses in these districts were perceived as "extremely restrictive."

2. Deerfield, Port Huron, Sault Ste. Marie, Traverse City, and Utica School Districts had similar degrees of restrictiveness. This degree of restrictiveness was judged to be "moderately restrictive."

3. Allegan, Battle Creek, Cadillac, Camden-Frontier, Grand Haven, Iron Mountain, and Petoskey School Districts had similar degrees of restrictiveness in the contract clauses that principals rated. Principals perceived them to have "neutral" language.

4. Cassopolis, Ewen-Trout, and Mio/Au Sable School Districts were "least restrictive," as perceived by the principals, and were significantly less restrictive than the other districts in the study.

Hypothesis 5: There will be no increase in the range of perceived restrictiveness of contract language as school district size increases.

Table 10 contains the results of the analysis of variance on the restrictiveness of eight contract clauses as perceived by principals, by district class size. Because the F-value of 95.11 was highly significant, the null hypothesis--that there would be no increase in the range of perceived restrictive of contract language as school

district size increases--was rejected. Districts of different sizes differed significantly in terms of the perceived restrictiveness of their contract clauses. The analysis of variance was conducted between the second-class district and the third-class districts.

Table 10.--Results of analysis of variance on the restrictiveness of eight contract clauses as perceived by principals, by district class size.

Source of Variance	df	Sums of Squares	Mean Squares	F-Value
Treatment	2	119.85	59.92	95.11*
Error	3	1.89	0.63	
Total	5	121.74		

*Significant at the 5% level.

Table 11 shows the average (mean) ranking of the districts, by class, as perceived by the principals (raters), on the eight contract clauses.

Table 11.--Ranking of district classes by degree of restrictiveness of eight contract clauses.

District Class	Mean Total Rate	Mean Scaled Rate	Rank
Second	32.0	4.0	1
Third	26.3	3.3	2
Fourth	21.1	2.6	3

The statistical significance of the magnitude of the differences on the rating scales between district classes was also computed. Comparisons were performed between the second-class district and the third- and fourth-class districts, as well as between the third- and fourth-class districts. A summary of the results is shown in Table 12. All F-values were significant at the .05 level. Based on these results, it is clear that the larger the district, the more restrictive the language of the eight contract clauses, as perceived by the principals (raters).

Table 12.--Summary of differences between districts in different size classes.

District Class	Mean Difference in Rating	F-Value
Second and third	5.7	63.60*
Second and fourth	10.9	134.14*
Third and fourth	5.2	29.31*

*Significant at the 5% level.

A further analysis of the ratings of the eight contract clauses to determine which clauses the raters perceived as the most restrictive resulted in the ranking shown in Table 13. The principals who rated the contract language perceived the grievance-procedure clause to be the most restrictive for all districts, followed by teaching conditions. Next in order of restrictiveness were class size and reduction in personnel/seniority/layoff/recall clauses, which were perceived as

being equally restrictive. The next most restrictive clause was school calendar, followed by teacher evaluation, teaching assignment, and vacancies/promotions/transfers. The school-calendar clause received the greatest number of neutral ratings for all 21 districts in the study.

Table 13.--Ranking of eight contract clauses, by restrictiveness.

Mean Rating of Restrictiveness	Clause
3.97	Grievance procedure
3.52	Teaching conditions
3.19	Class size
3.19	Reduction in personnel/seniority/layoff/recall
2.88	School calendar
2.86	Teacher evaluation
2.52	Teaching assignment
2.50	Vacancies/promotions/transfers

The 21 sample districts were ranked by the degree of restrictiveness for the sum total of the eight contract clauses, as perceived by the principals. Table 14 shows that ranking. The districts are listed from most to least restrictive. Districts that received the same mean scaled rating have the same ranking.

Table 14.--Ranking of districts by restrictiveness of contract clauses.

Rank	District
1	Lansing
2	Grand Rapids
3	Saginaw
3	Livonia
5	Port Huron
6	Utica
6	Sault Ste. Marie
6	Deerfield
9	Traverse City
10	Allegan
10	Petoskey
10	Camden-Frontier
13	Battle Creek
13	Cadillac
15	Grand Haven
16	Onkama
17	Iron Mountain
18	Whitmore Lake
19	Ewen-Trout
19	Mio-Au Sable
21	Cassopolis

Summary

This chapter contained an analysis of the data, in both tabular and narrative form, as it related to the hypotheses of the study. A summary of the study, conclusions, trends and implications for future contract negotiations, and recommendations for further study are presented in Chapter V.

CHAPTER V

SUMMARY, CONCLUSIONS, IMPLICATIONS, PREDICTIONS, AND RECOMMENDATIONS

Introduction

In this study, teacher contracts for 21 Michigan school districts were analyzed over a 20-year period. Also tested were the perceptions of a randomly selected group of principals regarding the restrictiveness of eight contract clauses, which were rated as being extremely restrictive. The contracts were analyzed for 29 specific clauses and the 113 criteria that establish the language of the clause. The researcher compared the clauses between 1965 and 1985; between second-, third-, and fourth-class districts; and between districts in different geographic regions within Michigan. The data were presented in statistical form, along with a narrative analysis of the contract clauses included in this study.

Summary

Collective bargaining between teachers and boards of education has been taking place in Michigan since the passage of Public Act 379 of the Michigan Public Acts of 1965. Patterns of school governance and decision making in the public schools have been affected by collective bargaining.

The expansion of collective bargaining in Michigan K-12 public school districts was analyzed in this study. A major purpose of the study was to examine specific contract clauses to determine the degree of uniformity among such clauses in Michigan school districts. Another purpose of the study was to measure the restrictiveness of contract language as perceived by building principals--those most closely responsible for implementing contract language. A review of the literature on teacher collective bargaining revealed that little research has been conducted in these areas.

The findings indicated that there was a significant difference in the number of clauses negotiated between 1965 and 1985. Therefore, there has been an expansion in collective bargaining in Michigan districts since the passage of Public Act 379 of the Michigan Public Acts of 1965. The writer presented a comprehensive review of the expansion of the 29 contract clauses included in the study.

The findings also showed that district size has a significant effect on the breadth of the clauses negotiated into teacher contracts. The larger the school district, the more specific the contract language.

Conclusions

The findings of this study led the writer to draw the following conclusions:

1. The analysis of the specific contract language confirmed that teachers have increased their formal power. Their contracts specify and regulate many school practices and procedures such as the

following examples. Class-size clauses limit the number of students who can be assigned to a class. Teaching-conditions clauses specify the length of the teacher work day, the number of meetings teachers can be required to attend, extracurricular and voluntary activities that teachers are required to participate in, and the amount of student supervision they can be required to perform. Teaching-assignment clauses specify a date by which a teacher must be notified of his/her assignment for the following year and often limit changes in assignment after a specific date. This clause has the potential of limiting an administrator's prerogative to change a teacher assignment. The grievance procedure requires specific detailed procedures along with a timeline for solving problems and differences of opinion about the interpretation of contract language. This clause also allows a third party to enter the picture to help resolve the dispute. Vacancies/promotions and transfer clauses limit the administration from involuntarily transferring a teacher and require that employees on staff be considered first for any district vacancies for which they are qualified before someone from outside the district is hired. Reduction in personnel/seniority/layoff/recall clauses have the potential of limiting administrators' prerogatives to retain the teachers they would like to employ under conditions of reduction in staff. The clauses require the least-senior teacher to be laid off first, regardless of teaching performance. Teacher-evaluation clauses limit the number of evaluations a principal can make on a teacher's performance, the

frequency of the evaluation, and in some cases the number of observations the principal can make in a teacher's classroom.

2. Once a clause is negotiated into a teachers' contract, it remains there. The study showed that only three clauses were dropped from any one district's contract over the 20-year period examined. This could have occurred due to a tradeoff of contract language for economic gains made by the teachers' union or the evolution of contract language that meets the needs of both parties.

3. The scope or breadth of issues negotiated into Michigan teacher contracts has expanded in the last 20 years. In 1965, the average number of clauses was 15, and the average number in 1985 was 23 (Table 1). The sophistication of the negotiators, goals and objectives of the parties involved in the bargaining process, and statutes have affected the expansion of the scope of issues in teacher contracts.

4. The larger the school district, the greater the number of clauses present in its contract. In addition, in the contracts of larger districts, the clauses had more breadth or included more specific criteria, and they were more restrictive (Tables 4, 5, and 8). Larger districts employ more people and have the potential for more problems. Contract language tends to address problems that arise between the employer and the employee, and this can account for a greater breadth in contract language, as well as more restrictive language in the teacher contracts of larger districts.

5. The geographic location of the district did not play a significant role in determining the number of clauses or criteria that

were present in the teachers' contract. This finding supports the notion that the MEA has prepared its negotiators and has been able to effect a consistent negotiating stance throughout Michigan.

6. Contract language developed during the 20-year period from vague and general to specific and comprehensive. An increase in sophistication of the parties responsible for negotiating the contract and increasing complications and restrictions in dealing with personnel and district problems can account for this trend in contract-language negotiation. The use of legal counsel by both parties to assist in drafting language for teacher contracts can also account for more specific language.

7. Contract language appears to have reached a limit in regard to the number of sick days and personal-business days that will be allotted. Changes in the number of days allotted have not occurred in the sampled districts' contracts since the mid-1970s. Both parties appear to be satisfied that the number of days negotiated is meeting the needs of the employees.

8. Certain basic contract clauses have appeared from the beginning of collective bargaining for teachers in Michigan and have remained constant. Such clauses address recognition, sick leave, bereavement leave, and the grievance procedure. These clauses are basic to any collective-bargaining agreement. The recognition clause provides the framework for identifying the members covered by the collective-bargaining agreement. Sick leave and bereavement leaves were provisions that teachers had before official bargaining agreements

were negotiated. The grievance procedure provides a means for settling disputes arising from misinterpretation of contract language.

9. The larger the school district, the more criteria that were found in the contract and the more restrictive were the clauses. Larger school districts are faced with more complicated procedures and policies for handling employee problems, and the size of the district as well as the number of employees can account for more specific and restrictive contract language.

10. Statistically significant differences existed among Michigan school districts with regard to the restrictiveness of the eight contract clauses measured. The larger the school district, the more restrictive principals perceived the eight clauses to be. The second-class district had the most restrictive language, followed by the third-class districts and the fourth-class districts.

Trends and Implications

In analyzing the contracts for the 21 sample districts, the writer observed the following trends. The data showed that once a contract clause was negotiated into a teachers' contract, it remained there. Thus it is important that contract negotiators be cautious when drafting contract language to avoid ambiguous or easily misinterpreted clauses. Also, because contract negotiations often take place under the pressure of reaching an agreement quickly, those who negotiate contracts should be careful in writing clauses and consider the implications of such language on the total educational program.

Specific contract language evolves over time. This became apparent when analyzing the contracts from each district. Without exception, each clause was simply stated initially, without comprehensive procedures included. However, with each subsequent round of negotiations, the language became more specific and included detailed standardized procedures or guidelines. Class-size language is an example. Early class-size clauses stated that 25 students per class would be the goal. The language changed to state that there would be no more than 25 students per class in grades K-2, 30 students in grades 3-6, and 150 students per day in grades 7-12. The language continued to expand to include procedures to remedy situations in which class size exceeded the limitations established in the contract clause. Class-size limits decreased over the 20-year period of study, as has the defined work day for teachers.

School-calendar language has been changing in the most recent contracts, providing a means of making up student attendance days lost because of inclement weather. Recent changes in the School Code (1985) require districts to have 180 days of student attendance or lose state aid for those days under the requirement.

Most recent district contracts showed few changes in contract language. The trend appears to expedite the formal negotiation process by limiting discussion to compensation and fringe benefits and perhaps one or two other critical issues. The parties meet for a limited number of sessions for the purpose of reaching an agreement quickly. The language of the previous contract is extended throughout the new

agreement, along with changes in the critical issues and compensation and fringe benefits.

The Michigan Education Association was better prepared for collective bargaining than were district school boards and administrators. District contracts and the proposed model contract published by the MEA are very similar. The data presented in this study showed geographic regions of the state made no significant difference in the contract clauses; smaller rural districts had the same or very similar contract language to that found in larger urban districts. The investigator believes that this similarity did not occur by chance but was the result of a concerted effort on the part of the Michigan Education Association as they trained and prepared their people to negotiate contracts.

The findings on the restrictiveness of the eight contract clauses should be of particular interest to school-board negotiators. Principals, who are most closely involved with contract implementation, rated the clauses, and they perceived that the most restrictive clause was the grievance-procedure clause, followed by teaching conditions, class size, reduction in personnel/seniority/layoff/recall, school calendar, teacher evaluation, teaching assignment, and vacancies/promotions/transfers. Each of these clauses affects personnel procedures and provides for a standardization of the way in which principals handle teachers. Class-size clauses standardize the number of students assigned to a teacher's class and provide a means of relief for classrooms that exceed the maximum.

Teaching-conditions clauses specify a standard work day for teachers, the amount of preparation time that is to be provided for teachers, the length of time for a duty-free lunch period, and provide for extra compensation if the assignment exceeds the listed norm. Reduction in personnel/seniority/layoff/recall clauses at times of reduction in staff can restrict the principal's ability to retain the staff member best suited for an assignment to allow a teacher with more seniority to remain in position. Teacher-evaluation clauses have the potential of limiting the number and frequency of evaluations that a principal can conduct in a teacher's classroom. Vacancies/promotions/transfer clauses have the potential of limiting a principal's prerogatives in filling vacancies and transferring employees from one building to another.

School-calendar clauses specify the number of work days for teachers, and this has the potential of limiting an administrator from extending a teacher's work year without additional compensation for curriculum development or other instructional planning activities. This language can limit the administrator's ability to use nonteaching days for curriculum planning or for inservice training.

It is important for school board negotiators to be careful when negotiating any language changes in these clauses because they are perceived by principals to be extremely restrictive.

Teacher contract language has attempted to reduce the perceived abuses of teachers' time, energy, and commitment to the teaching profession, as well as capricious or discriminatory treatment by

administrators. As contract provisions reduce teacher responsibilities, the difficulties of principals' work will increase as they look for alternative methods of handling such issues as student supervision during and beyond the teacher work day and the availability of the teaching staff for curriculum-planning meetings.

Predictions for Future Contracts

The following predictions for future teacher contracts are made by the researcher, based on the analysis of teacher contracts in the sampled districts negotiated over a 20-year period and the trends that are occurring in education.

Throughout the 20 years under investigation, the research showed that contract language became more specific and restrictive. The writer predicts that contract language will continue to become more restrictive from the management perspective. As contract language evolved throughout the 20 years of the study, it was apparent that clauses often were vague at first mention in a contract and with subsequent agreements became more specific and detailed. Teacher-evaluation clauses provide an example. First mention of this clause in district contracts made a statement that teacher evaluations would be reduced to writing. During the next round of negotiations, language was added to specify the frequency for teacher evaluation. Subsequent negotiations expanded the language to include specific procedures for principals to follow when making classroom observations, dates by which the procedure must be completed, and allowed for recourse on the part of the teacher if he/she did not agree with the evaluation.

The researcher predicts that contract language will continue to standardize and centralize school practices. The teaching-conditions clause defines the teacher work day and specifies the length of the work day, required and voluntary participation in extracurricular activities, and the amount of preparation time for teachers. Preparation time for secondary teachers has generally been provided in the amount of one class period per day. Elementary planning time has been less specific in teacher contracts because of the nature of the self-contained elementary classroom. Elementary teachers usually rely on another professional to take their class to teach art or music or physical education to provide their planning time. The researcher predicts that the amount of planning time between elementary and secondary teachers will become more consistent in future teacher contracts. The researcher also predicts that contract language in the future will decrease the amount of time that teachers are required to supervise students before and after the school day, as well as during recess and lunch periods. The trend has been to shorten the work day for teachers, and the researcher believes this trend will continue. As more emphasis is placed on the professionalism of teachers and educators continue to strive to improve the quality of education, the researcher predicts that supervisory and clerical responsibilities will shift from teachers to other noncertified district employees.

The researcher predicts that changes in teacher-certification requirements, requiring elementary teachers to have a major or minor if they teach above grade five, will cause contract language to

change. Present contract language dealing with teacher assignment and reduction in personnel/seniority/layoff/recall now classifies elementary teachers as K-8 certified. Contract language makes the assumption that elementary teachers can be assigned to any classroom, kindergarten through eighth grade. Changes in certification requirements will require changes in contract language to address the issue.

The researcher predicts that school-calendar language will continue to change. The minimum number of required days of attendance for students will require more flexibility in contract language governing the number of days teachers work each year. School districts in northern and western areas of Michigan experience a large number of snow days each winter when district buses are unable to navigate rural roads, and thus schools close. Teacher contract language in all of the sampled districts does not require teachers to work on those days when schools are closed to students because of inclement weather. For districts to hold 180 days of required student attendance, contract provisions will need to be made for a more flexible work year for teachers.

The researcher predicts that leave language in teacher contracts will become more flexible, allowing teachers leaves of absence for study, taking required courses for recertification, or continuing-education credits. Changes in teaching-certification requirements and the emphasis on excellence in education will promote the concept of flexible leave time for teachers to meet requirements for further education and training.

The researcher predicts that uniformity among contract clauses in Michigan school districts will continue. The researcher believes that boards of education and teacher union leaders are making attempts to resolve labor disputes and problems with contract interpretation before they become major issues and the parties become polarized on the issues. The researcher predicts the 1980s will be remembered for more harmonious labor relations in public education than that of the 1970s, as district negotiators continue to learn how to work with collective bargaining.

Recommendations for Future Study

More research in the area of educational labor relations is needed. Few studies have been conducted on teacher collective-bargaining agreements. Those that were done were limited to a specific contract area. These studies have not begun to influence the multitude of areas that could be researched.

In relation to the specific areas addressed in this study, the following topics are appropriate for further research:

1. This writer examined, in depth, the contracts from 21 districts representing all areas of Michigan. A further investigation could include a larger sample of districts.

2. This writer eliminated areas of the contract addressing compensation and fringe benefits because information on these areas is compiled by other agencies. Further research could include financial data along with information on contract language to present a more

comprehensive picture of the trends in collective bargaining in Michigan teacher contracts.

3. Further study on teacher collective-bargaining agreements from other states would allow for comparison of data between and among states.

4. Further research on variables affecting collective bargaining, such as laws, arbitration rulings, and the skill level of negotiators, would enhance a study on teacher collective-bargaining agreements.

5. This writer measured the restrictiveness of eight contract clauses as perceived by principals. Further research could be conducted to measure the restrictiveness of all contract language and include the perceptions of teachers, school board members, and parents and then compare the perceptions of these groups.

APPENDICES

APPENDIX A

CONTRACT CONTENT ANALYSIS FORM

CONTRACT CONTENT ANALYSIS FORM

DISTRICT _____ CLASS _____

EFFECTIVE DATE OF CONTRACT _____ TERMINATION DATE _____

AREA _____ DATE OF ANALYSIS _____

CLAUSE	CRITERIA	MENTIONED	NOT MENTIONED	COMMENTS
Recognition	1. Statement of bargaining agent.	-----	-----	-----
	2. Categories of employees included in recognized unit.	-----	-----	-----
	3. Categories of employees excluded i.e. substitutes, principals, supervisors.	-----	-----	-----
Board/District Rights	1. Reserve rights doctrine.	-----	-----	-----
	2. Specific waivers on work assignments, etc.	-----	-----	-----
	3. Reinforces statutory rights of board.	-----	-----	-----
Association Rights/ Teacher Rights	1 Teacher right to organize, join and support association.	-----	-----	-----
	2 Association right to use school facilities and equipment at reasonable times.	-----	-----	-----
	3 A designated bulletin board available in each building.	-----	-----	-----
	4 Association access to district mail service.	-----	-----	-----
	5 District financial information available to constituents available to association.	-----	-----	-----
	6. Access to Board Agenda and Minutes of meetings.	-----	-----	-----
	7. Access to information necessary to process a grievance.	-----	-----	-----
Union Security/ Membership	1. Specifies dues collected	-----	-----	-----
	2. Specifies equivalency fee collected.	-----	-----	-----
	3. Save harmless clause.	-----	-----	-----
	4. Indemnification for all costs involved for complying.	-----	-----	-----
Class Size	1. Specifies number of students per teacher (K-6)	-----	-----	-----
	2. Specifies number of students per class (7-12)	-----	-----	-----
	3. Weighted class size.	-----	-----	-----

<u>CLAUSE</u>	<u>CRITERIA</u>	<u>MENTIONED</u>	<u>NOT MENTIONED</u>	<u>COMMENTS</u>
	4. Extra pay for students above the class size limits.	-----	-----	-----
	5. Additional help provided teacher with students above limit.	-----	-----	-----
	6. Consultation with association.	-----	-----	-----
	7. Access to grievance procedure.	-----	-----	-----
Teaching Conditions	1. Specifies number of classes to be taught per day.	-----	-----	-----
	2. Specifies amount of planning time per day/week.	-----	-----	-----
	3. Defines what planning time can be used for.	-----	-----	-----
	4. Specifies beginning and ending time of work day.	-----	-----	-----
	5. Specifies amount of time for duty free lunch.	-----	-----	-----
	6. Provides for extra compensation for assignments in excess.	-----	-----	-----
Teaching Assignment	1. Notification of assignment prior to end of year.	-----	-----	-----
	2. Assignment only within major/ minor area certification.	-----	-----	-----
Vacancies/Promotions/ Transfers	1. Defines terms.	-----	-----	-----
	2. Vacancies, new positions posted throughout district.	-----	-----	-----
	3. Notification sent to association.	-----	-----	-----
	4. Request for transfer considered before new staff hired.	-----	-----	-----
	5. Language limiting involuntary transfers.	-----	-----	-----
Academic Freedom	1. Statement on academic freedom.	-----	-----	-----
	2. Religious, political convictions respected.	-----	-----	-----
Teacher Evaluation	1. Teacher participation in development of instrument, criteria.	-----	-----	-----
	2. Teacher evaluation reduced to writing.	-----	-----	-----
	3. Specifies procedures for classroom observations by administrators.	-----	-----	-----
	4. Specifies time by which procedure must be completed.	-----	-----	-----
	5. Teacher able to respond in writing.	-----	-----	-----

<u>CLAUSE</u>	<u>CRITERIA</u>	<u>MENTIONED</u>	<u>NOT MENTIONED</u>	<u>COMMENTS</u>
	6. Teacher signs signifying receipt of evaluation.	-----	-----	-----
	7. Specifies frequency of evaluation for tenured teachers.	-----	-----	-----
	8. Specifies procedure for reviewing personnel file.	-----	-----	-----
	9. Access to grievance procedure.	-----	-----	-----
Professional Behavior	Teacher obligated to comply with rules, regulations established by board.	-----	-----	-----
Maintenance of Standards	Conditions of employment not changed except by mutual agreement of both parties.	-----	-----	-----
Leaves of Absence				
Association	1. Specifies number of days per year.	-----	-----	-----
	2. Defines who may use days.	-----	-----	-----
	3. Allows for association reimbursement to district for substitute.	-----	-----	-----
	4. Specifies procedure for requesting leave.	-----	-----	-----
Bereavement	1. Definition of term "immediate family".	-----	-----	-----
	2. Specifies number of days.	-----	-----	-----
	3. Specifies procedure for using leave.	-----	-----	-----
	4. Specifies days taken off sick leave.	-----	-----	-----
Maternity/ Child Care	1. Specifies leave without pay.	-----	-----	-----
	2. Specifies length of time for notification to district.	-----	-----	-----
	3. Limits length of leave.	-----	-----	-----
Disability	1. Definition of disability.	-----	-----	-----
	2. Specifies procedure for requesting leave.	-----	-----	-----
Jury Duty	1. Specifies procedure for notifying district.	-----	-----	-----
	2. Specifies handling of jury duty pay.	-----	-----	-----
Personal	1. Sets parameters for use.	-----	-----	-----
	2. Limits number of days.	-----	-----	-----
	3. Specifies days taken off sick leave.	-----	-----	-----

CLAUSE	CRITERIA	MENTIONED	NOT MENTIONED	COMMENTS
Professional	1. Defines eligible use of leave.	-----	-----	-----
	2. Limits number of days to be used.	-----	-----	-----
	3. Specifies procedure for use of leave.	-----	-----	-----
Unpaid	1. Specifies what leave may be used for.	-----	-----	-----
	2. Procedure for requesting unpaid leave.	-----	-----	-----
	3. Limit on number of days.	-----	-----	-----
Sabbatical	1. Meets requirements of School Codes 380.1235.	-----	-----	-----
	2. Specifies number of staff granted leave at one time.	-----	-----	-----
	3. Specific beginning/ending date of leave.	-----	-----	-----
Sick	1. Definition of sick leave.	-----	-----	-----
	2. Specifies number of days.	-----	-----	-----
	3. Specifies procedure for notifying district.	-----	-----	-----
	4. Specifies total accumulation for sick days.	-----	-----	-----
Reduction in Personnel/Seniority/Lay-off/Recall	1. Definition of terms.	-----	-----	-----
	2. Probationary teacher lay-off by seniority.	-----	-----	-----
	3. Tenured teacher lay-off according to certification, qualification.	-----	-----	-----
	4. Tenured teacher lay-off by seniority.	-----	-----	-----
	5. Specifies amount of time left on recall list.	-----	-----	-----
	6. Specifies amount of time for notification.	-----	-----	-----
	7. Provision for tenure in position.	-----	-----	-----
	8. Administrative seniority addressed.	-----	-----	-----
	9. Specific amount of time to respond to recall notice.	-----	-----	-----
	10. Specific procedure for notification.	-----	-----	-----
	11. Requalified teachers recalled when position available.	-----	-----	-----
Grievance Procedure	1. Grievance clearly defined.	-----	-----	-----
	2. Limited to violation, misinterpretation or misapplication of contract.	-----	-----	-----
	3. Time limits on each step.	-----	-----	-----
	4. Limits scope of authority of arbitrator.	-----	-----	-----

CLAUSE	CRITERIA	MENTIONED	NOT MENTIONED	COMMENTS
	5. Excludes probationary teacher discharge or third year probation.	-----	-----	-----
	6. Provisions for place of hearing, release of employees.	-----	-----	-----
	7. Specifies procedure for payment of arbitration	-----	-----	-----
	8. Binding arbitration - final step.	-----	-----	-----
Instructional Council/ Curriculum Committee	1. Joint membership between association and board.	-----	-----	-----
	2. Regularly scheduled meetings.	-----	-----	-----
	3. Procedures for recommending textbook changes.	-----	-----	-----
School Calendar	1. Specifies number of teacher workdays.	-----	-----	-----
	2. Provision for minimum of 180 student days.	-----	-----	-----
	3. Specific school year calendar.	-----	-----	-----
	4. Procedure for making up snow days.	-----	-----	-----
Teacher Protection/ Student Discipline	1. Reasonable support and assistance given to teachers.	-----	-----	-----
	2. Procedure for excluding student from class temporarily.	-----	-----	-----
Continuity of Operations/no Strike	1. Association, agents, members agree to no strike or work stoppage during term of agreement.	-----	-----	-----
	2. Board reserves right to discipline employee found in violation.	-----	-----	-----
Waiver or Zipper Clause	1. States contract is complete agreement between parties.	-----	-----	-----
	2. Neither party obligated to negotiate on other items for duration of contract.	-----	-----	-----

Miscellaneous Provisions:

APPENDIX B

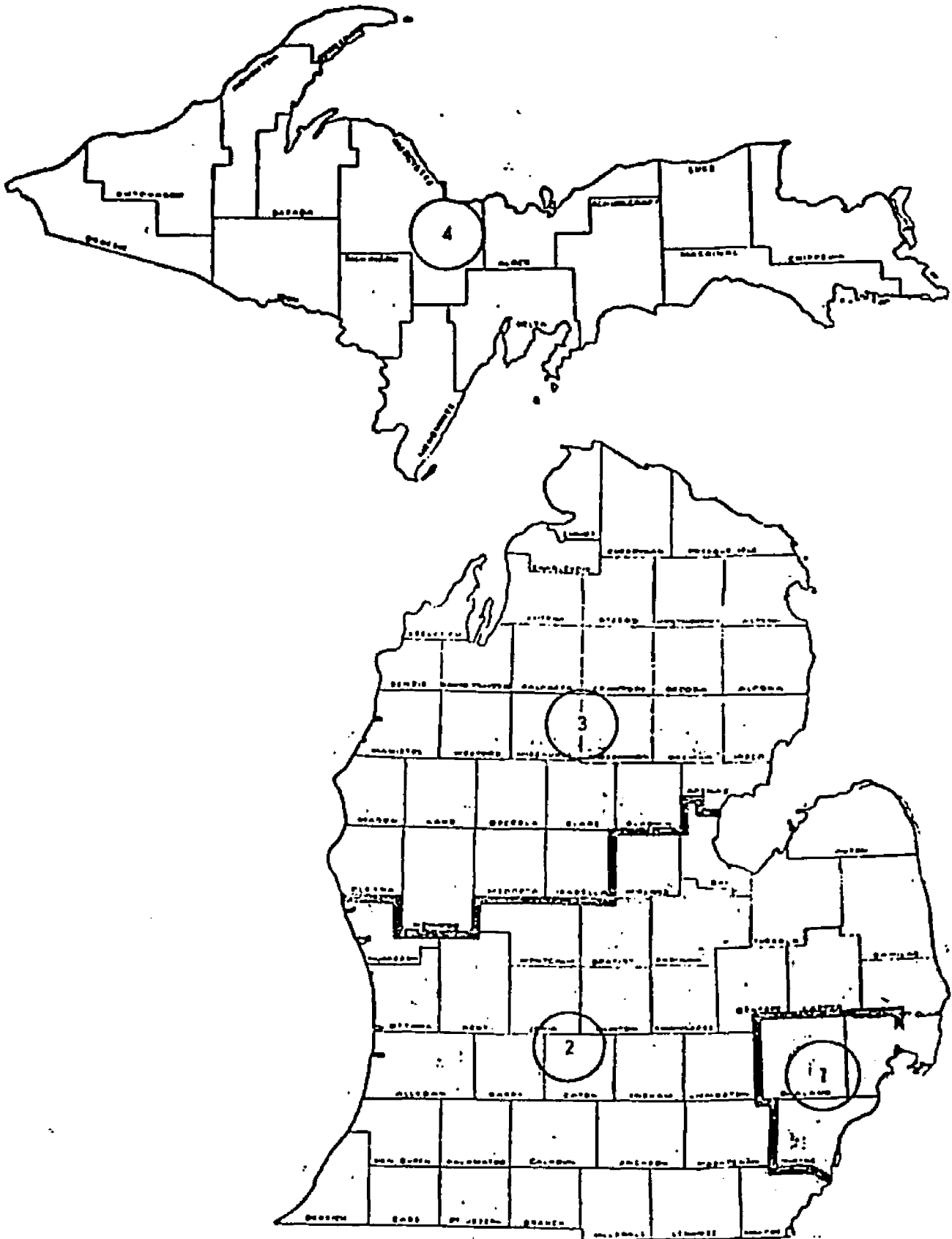
SAMPLE OF THE STUDY

Sample of the Study

<u>District</u>	<u>Region</u>	<u>Class Size</u>
Grand Rapids Public Schools	2	Second class
Allegan Public Schools	2	Third class
Battle Creek Public Schools	2	Third class
Cadillac Area Schools	3	Third class
Grand Haven Public Schools	2	Third class
Lansing Public Schools	2	Third class
Livonia Public Schools	1	Third class
Port Huron Area Schools	2	Third class
Saginaw Public Schools	2	Third class
Sault Ste. Marie Public Schools	3	Third class
Utica Community School District	1	Third class
Camden-Frontier Public Schools	2	Fourth class
Cassopolis Public Schools	2	Fourth class
Deerfield Public Schools	2	Fourth class
Ewen-Trout Creek Consolidated Schools	4	Fourth class
Iron Mountain Public Schools	4	Fourth class
Mio-Au Sable Public Schools	3	Fourth class
Onkama Consolidated Schools	3	Fourth class
Petoskey Public Schools	3	Fourth class
Whitmore Lake Public Schools	2	Fourth class

APPENDIX C

REGION AND COMMUNITY TYPE CATEGORIES



REGION AND COMMUNITY TYPE CATEGORIES

Region 1--Wayne, Oakland and Macomb Counties.

2--All counties in Southern Michigan that are south of and including Muskegon, Kent, Montcalm, Gratiot, Midland and Bay counties. This excludes Region 1.

3--All counties that are north of the above mentioned line and that are in the Lower Peninsula.

4--All counties that are in the Upper Peninsula.

Type I--Metropolitan Core: One or more adjacent cities with a population of 50,000 or more which serve as the economic focal point of their environs.

II--City: Community of 10,000 to 50,000 that serves as the economic focal point of its environs.

III--Town: Community of 2,500 to 10,000 that serves as the economic focal point of its environs.

IV--Urban Fringe: A community of any population size that has as its economic focal point a metropolitan core or a city.

V--Rural Community: A community less than 2,500.

APPENDIX D

MEASUREMENT OF CONTRACT RESTRICTIVENESS SCALE

MEASUREMENT OF CONTRACT RESTRICTIVENESS

How long have you been a principal ? _____

Check the category which describes the size of your school district :

_____	Fourth Class	more than 75 students - 2,400 students
_____	Third Class	2,400 students - 30,000 students
_____	Second Class	30,000 students - 120,000 students
_____	First Class	120,000 students -

DIRECTIONS : Using the terms listed and their definitions determine the degree of restrictiveness for each of the twenty-nine contract clauses listed. The contract clause is defined by listing criteria the clause would include.

- 5. EXTREMELY RESTRICTIVE -** limiting, obstructing and/or confining a building administrator to the **greatest degree** from making a decision having an effect on some aspect of school management, personnel procedure or policy.
- 4. MODERATELY RESTRICTIVE -** limiting, obstructing and or confining a building administrator to an **average degree** from making a decision having an effect on some aspect of school management, personnel procedures or policy.
- 3. NEUTRAL LANGUAGE -** neither restricting nor allowing a building administrator to make a decision having an effect on some aspect of school management, personnel procedures or policy.
- 2. SOMEWHAT RESTRICTIVE -** limiting, obstructing and/or confining a building administrator to **some extent** from making a decision having an effect on some aspect of school management, personnel procedures or policy.
- 1. LEAST RESTRICTIVE -** Limiting, obstructing and/or confining a building administrator to a **lesser degree** from making a decision having an effect on some aspect of school management, personnel procedures or policy.

	CLAUSE	DESCRIPTION
5 . . . 4 . . . 3 . . . 2 . . . 1	Recognition	Statement of bargaining agent, listing categories of employees included and excluded.
5 . . . 4 . . . 3 . . . 2 . . . 1	Board Rights/ District Rights	Reinforces statutory rights of board.
5 . . . 4 . . . 3 . . . 2 . . . 1	Association/ Teacher Rights	Gives association right to use school buildings, equipment, bulletin boards and mail service. District financial information available. Information needed to process grievance provided.
5 . . . 4 . . . 3 . . . 2 . . . 1	Union Security/ Membership	Specifies dues or equivalency fee collected. Indemnifies board and holds harmless.
5 . . . 4 . . . 3 . . . 2 . . . 1	Class Size	Specifies number of students per class (K-12). provides for extra pay and/or aide provided if class above limit. Consult with association. Access to grievance procedure.
5 . . . 4 . . . 3 . . . 2 . . . 1	Teaching Assignment	Specifies hours worked. Number of classes taught, amount of preparation time, specifies amount of time for duty free lunch. Provides for extra compensation for assignments in excess.
5 . . . 4 . . . 3 . . . 2 . . . 1	Vacancies/ Promotions Transfers	Vacancies posted throughout district. Notice sent to association. Request for transfer considered before new staff hired. Language limiting involuntary transfer.
5 . . . 4 . . . 3 . . . 2 . . . 1	Academic Freedom	Statement on academic freedom
5 . . . 4 . . . 3 . . . 2 . . . 1	Teacher Evaluation	Teacher participation in development of instrument. Reduced to writing. Specifies procedure for class room observations. Time by which must be completed. Teacher responds in writing. Specifies frequency of evaluation for tenure teachers. Access to grievance procedure.
5 . . . 4 . . . 3 . . . 2 . . . 1	Professional Behavior	Teacher obligated to comply with rules, regulations established by board.
5 . . . 4 . . . 3 . . . 2 . . . 1	Association Leave	Specifies number of days, who may use. Reimbursement to district for sub.
5 . . . 4 . . . 3 . . . 2 . . . 1	Bereavement Leave	Definition of immediate family. Specific number of days, procedure for requesting. Days used taken off sick leave.
5 . . . 4 . . . 3 . . . 2 . . . 1	Maternity/ Child Care	Specifies leave without pay, amount of time for notification to district. Limits length of leave.
5 . . . 4 . . . 3 . . . 2 . . . 1	Jury Duty Leave	Specifies handling of jury duty pay.

5 . . . 4 . . . 3 . . . 2 . . . 1	Personal Leave	Sets parameters for use. Limits number of days. Specifies taken off sick leave.
5 . . . 4 . . . 3 . . . 2 . . . 1	Professional Leave	Defines eligible use of leave. Limits number of days. Procedure for use of days. Specifies what leave used for. Limit on number of days.
5 . . . 4 . . . 3 . . . 2 . . . 1	Unpaid Leave	Specifies what leave used for. Limits number of days.
5 . . . 4 . . . 3 . . . 2 . . . 1	Sabbatical Leave	Specifies number of staff granted leave. Follows School Code.
5 . . . 4 . . . 3 . . . 2 . . . 1	Sick/Disability	Defines sick/disability leave. Specifies number of days, procedure for notifying district. Accumulation of days.
5 . . . 4 . . . 3 . . . 2 . . . 1	Reduction In Personnel/ Seniority/Lay-off Recall	Defines terms. Probationary teacher layed off first. Tenure teachers by seniority, certification, qualifications. Specifies amount of time on recall list, amount of time for notification and to respond to recall notice. Procedure for notification.
5 . . . 4 . . . 3 . . . 2 . . . 1	Grievance Procedure	Grievance limited to violation, misinterpretation or misapplication of contract. Time limits on each step. Final binding arbitration. Limits authority of arbitrator. Excludes probationary teacher discharge or third year probation. Procedure for payment of arbitrator.
5 . . . 4 . . . 3 . . . 2 . . . 1	Instructional Council / Curriculum Committee	Joint membership between association and board. Regularly scheduled meetings. Procedures for recommending textbook changes.
5 . . . 4 . . . 3 . . . 2 . . . 1	School Calendar	Specifies number of teacher workdays, student days. Specific calendar. Procedure for makeup snowdays.
5 . . . 4 . . . 3 . . . 2 . . . 1	Teacher Protection/ Student Discipline	Reasonable support, assistance given to teachers. Provision for excluding students from class temporarily.
5 . . . 4 . . . 3 . . . 2 . . . 1	Continuity of Operations/ No Strike	Association members agree not to strike during term of agreement. Board reserves right to discipline employee found in violation.
5 . . . 4 . . . 3 . . . 2 . . . 1	Waiver or Zipper Clause	States contract is complete agreement, neither party obligated to negotiate on other items for duration of contract.
5 . . . 4 . . . 3 . . . 2 . . . 1	Teaching Conditions	Specifies hours worked. Number of classes taught, amount of preparation time. Specific amount of time for duty free lunch. Provides for extra compensation for assignments in excess.
5 . . . 4 . . . 3 . . . 2 . . . 1	Maintenance of Standards	Conditions of employment not changed except by mutual agreement.

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