

Teacher Reduction-in-Force Disputes:
Case Studies of Cambridge, Somerville and Framingham

by

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Submitted to the Department of Urban Studies and Planning on
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for the degree of Master in City Planning

ABSTRACT

This study explores why the process of resolving teacher reduction in force disputes differs between communities. Teacher reduction in force disputes are a relatively new phenomenon, but they have been increasing due to personnel cutbacks precipitated by Proposition 2 1/2 and declining student enrollments. Proposition 2 1/2, a property tax limitation bill, was approved by Massachusetts voters in November of 1980. It is contended that teacher reduction in force disputes arise because of a basic conflict between management and labor. Management wants administrative flexibility in selecting a teaching force, while the union wants to provide employment security along seniority lines. Though the basic conflict is similar, the process of resolving the dispute differs. This study focuses on an explanation of the similarities and differences in resolving disputes in three communities.

Three teacher reduction in force disputes--Cambridge 1981-1982, Somerville, 1981 and Framingham 1978-1980--are described, analyzed and compared. In these three cases, two communities experienced an impasse before resolution, while one community's dispute was quickly resolved. Each case's resolution process and outcome are explained and compared using a common set of variables that have been found useful in studying other labor-management disputes. Finally, an explanation of the most important variables in explaining these cases' outcomes is offered. The most important variables are intraorganizational cohesion, the union's influence on the school committee, legal precedents, financial costs and leadership.

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Again, thank you all.

Preface

In November, 1980, Massachusetts' residents voted to approve a property tax limitation bill, Proposition 2 1/2, which reduced municipal revenues in many cities and towns. One of the impacts of Proposition 2 1/2 is that it has precipitated many lay-offs of public employees, especially among teachers. In many cities and towns, teachers have been or are being laid off due to declining enrollments as well. When lay-offs become necessary, management must utilize a procedure for conducting lay-offs. In best cases, the management and the labor union agree upon the procedure. However, in many instances, teacher unions have contested management's reduction in force procedures.

Disputes arise because of a basic conflict between management and labor. Management wants administrative flexibility in selecting a teaching force for various reasons, while the union wants to provide employment security along seniority lines. Resolution of reduction in force disputes occurs differently across communities. In some school systems, a compromise is easily reached, while in other cases, the dispute reaches an impasse and is resolved over a period of time. The three cases examined in this study display these processes.

The central question of this study is why the process of resolving lay-off disputes differs between communities. Which factors -- environmental, political,

historical, legal, organizational -- create these differences and explain why some situations are conducive to compromise or resolution and other situations are subject to impasse. Is each dispute resolution process unique to a given school system or do certain common factors facilitate a resolution in all cases?

In the first chapter, a theoretical discussion of the labor-management conflict between administrative flexibility and seniority will be elaborated on to explain and clarify the underlying essence of conflict. Included in Chapter Two is a description of the method of analysis used to analyze the central question of why dispute resolution processes differ across communities, and an explanation of the independent variables used to assess the differences. Chapter Three is a documentation of each case's dispute resolution process. The fourth chapter concentrates on using the independent variables to explain each case's dispute resolution process. In conclusion, the factors that explain similarities and differences between dispute resolution outcomes will be provided.

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Chapter One: Nature of the Conflict and the Collective Bargaining Environment

In order to understand the dispute resolution process,¹ it is necessary to understand the nature of the conflict precipitating labor and management's dispute. From my standpoint, the conflict is similar in all three cases: management wants administrative flexibility in determining lay-offs, while the union wants to utilize prescribed rules. The reasons management prefers administrative flexibility may vary, as will the union's willingness to compromise on the rules. A brief theoretical explanation of the sources of conflict between management and teachers over reduction in force procedures is presented along with an explanation of Massachusetts' collective bargaining laws and environment.

The Labor/Management Conflict

Frederick Winslow Taylor in his work, Principles of Scientific Management, argued that management could match specific jobs with specific people in order to gain the highest level of productivity. Taylor contended,

" . . . it follows that the most important object of both the workmen and the management should be the training and development of each individual in the establishment, so that he can do the highest class of work for which his natural abilities fit him."2

While Taylor's analysis principally applies to workers in industrial settings, his contention that management understands the needs of the workplace better than the

employee has been supported in both private and public sector management circles.

During the same period, Max Weber described in, Bureaucracy,³ a system whereby rules and regulations were the key variables for determining employment, not management discretion. Certainly, management still had the right to dismiss employees, but not arbitrarily. Instead, dismissal was conducted by rules and regulations that were known to all parties.

The tension between management discretion and bureaucratic rules has developed to the point whereby employees, especially professional employees, believe they have a right to participate in the determination of the rules and regulations of employment. A good example of this development between management and employee rights exists in the educational field.

In his book, Militant Professionalism, Ronald Corwin addresses the growing tension between management versus teacher rights over the last few decades. Corwin contends that teachers have traditionally been viewed as "public servants" serving in schools that are viewed as "community service centers" by the public.⁴ Teachers are treated as salaried employees of school committees and school administrators who determine advancement procedures. Administrators and school committees want to review each decision and its impact on the system, while suspiciously regarding the demands of teachers for more authority as an

"insidious plot to usurp their own legal public trusts."⁵

On the other hand, teachers increasingly view themselves as professionals in a profession which requires a special competence that gives them the right to exercise more control over their working conditions.⁶ But teachers also recognize their responsibilities to the educational system's broader goals. Teachers are placed in a contradictory position. On the one hand, teachers have obligations to an educational system. While, on the other hand, teachers also have a responsibility to their own professional development.⁷

At the same time as teachers' perception of their role has changed, the organizational structure of schools has also changed. No longer are schools operated as "community service centers;" schools are increasingly subject to regulations and rules. Schools have become more regulated due to collective bargaining laws and agreements with the union, and Federal and state government mandates. At the same time, school children's parents and local taxpayers place additional demands upon the administration of the school system. In response to these changing pressures, schools have evolved into "bureaucratic institutions that attempt to standardize work, centralize decisions and proliferate regulations over work."⁸

Tension between management's and teachers' goals are manifested during reduction in force procedure negotiations. Reduction in force procedure negotiations were not a

particularly important issue in the past due to the growth in the school population from the mid 1960's to 1970's. Contractual provisions regarding lay-offs were practically nonexistent in the 1960's.⁹ William Hebert, the executive director of the Massachusetts Teachers Association (MTA), stated,

"Generally we did not start negotiating reduction in force clauses into contracts until 1975."¹⁰

Declining enrollments, property tax cutback measures, such as California's Proposition 13 and Massachusetts' Proposition 2 1/2 have heightened the importance of reduction in force contractual clauses for both union and management negotiators.

Management wants to try to avoid negotiating reduction in force criteria and maintain the right to determine reduction in force criteria as school committee policy outside of the contract,¹¹ especially during a period when management is becoming more concerned about its "eroding authority to discipline or discharge teachers."¹² Management also wants to retain discretion because it can be very disheartening to have to release an "excellent" teacher with less seniority than an average teacher with more seniority.¹³ One might also expect management to resist the use of seniority in an occupation in which both management and the union stress the importance of professional qualifications and ability.¹⁴

Management has attempted to regain authority by

inserting management rights clauses in the contract. Management rights clauses limit union control and retain management's right to run the organization in the manner they believe is most efficient and effective.¹⁵

On the union side, it is likely to try to negotiate a provision that demands seniority as the basis for determining lay-offs. Historically, seniority is the preferred criterion because senior teachers tend to have more influence in teacher organizations,¹⁶ than less senior members. However, teacher unions have not necessarily been insistent upon seniority provisions because lay-offs have not been imminent. Teachers' ranks have been increasing, not decreasing. Seniority provisions do not offer any benefit to younger union members as these members would probably be the first to be laid off in the event of a cutback.

However, the conflict between union and management over reduction in force procedures is less than it might otherwise be. First, lay-offs by seniority are easy to administer for both management and the union.¹⁷ Secondly, management may foment teacher dissatisfaction if it tries to base decisions on fine distinctions among those qualified. Thirdly, administrators may prefer automatic rules because they do not have to support their reasons for separating qualified from most qualified publicly.¹⁸ Management may encounter community opposition to lay-offs of senior teachers over less senior teachers. Unless a

senior teacher is exceptionally poor, it is hard to justify his or her dismissal.¹⁹ Some managers have found that a system with some measure of seniority may even work better than a system using management discretion.²⁰ Finally, management discretion through the use of negotiated performance evaluation criteria is difficult to legally substantiate. Teacher evaluations that do not meet all of the contractual obligations tend to be successfully challenged.²¹ Further, performance evaluation criteria and procedures are interpreted strictly by arbitrators.²²

Unions also add that a system of seniority is beneficial for management. In 1979, Frank Martin, the Executive Secretary-Treasurer of the Massachusetts Federation of Teachers, claimed,

"What is more honorable and more efficient than holding on to teachers who obviously have proven they can teach students or otherwise they would not have been retained year after year?"²³

Unions claim that seniority systems are a pragmatic approach to preserving experienced and proven people.²⁴ If administrators avoid the burden of deciding between degrees of qualifications during lay-off periods, the administrators can "put their energies into the non-political task of supporting faculty and using evaluations to help improve the quality of all teaching."²⁵

Cases in which reduction in force procedures are contested, especially over a prolonged period, may indicate that management is not willing, nor cannot easily agree

with seniority provisions. Management still believes that a senior employee's right to a secure job is secondary to management's right to select its teaching force.

Collective Bargaining Laws and Structure

Public school teachers' right to bargain is guaranteed under the 1965 Massachusetts state statute, Chapter 149S, that gives municipal employees the right to bargain about wages, hours, and terms and conditions of employment. In 1973, Massachusetts strengthened its public employee bargaining law by extending to public employees under Chapter 150E full bargaining rights including the right to bargain over standards of productivity and performance and the right to engage in other concerted activities for mutual aid protection and refrain from participating in any or all of these activities.²⁶

In each Massachusetts school district, teachers may belong to a local teachers union which is usually affiliated with either the Massachusetts Teachers Association (MTA) or the Massachusetts Federation of Teachers (MFT). All three of the unions in this study are affiliated with the MTA. These local unions have often evolved from prior teacher associations.

Teacher unions formally sign a contract with the School Committee. Informally the union usually negotiates with school system administrators such as the Director of Personnel or the Assistant Superintendent for Business

or Financial Affairs.

Unlike other public employees in Massachusetts, teachers have had to negotiate reduction in force criteria. Other public employees are usually protected by Civil Service laws which under Massachusetts Chapter 31 laws mandate reduction in force by seniority. Teachers are not included under Civil Service laws and lay-off criteria have been subject to bargaining.

Furthermore, teachers try to retain some authority to bargain over the impact of the budget reductions on the teaching force. In a 1978 Massachusetts Labor Commission case, Newton Teachers Associations vs. the Newton School Committee, the Commission decided that while the School Committee was free to reduce the force to a specified level, it had an obligation to bargain with the union about how to reach that level, through lay-offs, attrition, work sharing, and other means.²⁷

Footnotes for Chapter One

1. Dispute resolution process is a term that I use to describe the actions and events, such as negotiations, impasse, school elections and legal suits, that occur during the period when a given union and a given management conflict over reduction in force procedures. The dispute begins when labor and management vocalize their disagreement on the method by which lay-offs should be determined. The dispute is resolved when management, labor and any third parties to the dispute reach an agreement that is acceptable to all parties.
2. Frederick Winslow Taylor, Principles of Scientific Management, (New York, New York: Harper), 1911, p. 12.
3. Max Weber, "Bureaucracy," The Sociology of Organizations, (New York, New York: Free Press), 1970.
4. Ronald G. Corwin, Militant Professionalism: A Study of Organizational Conflict in High Schools, (New York, New York: Meredith Corporation), 1970, p. 45.
5. *ibid.*, p. 55.
6. *ibid.*, p. 46.
7. *ibid.*, p. 42.
8. *ibid.*, p. 45.
9. Charles R. Perry, "Teacher Bargaining: The Experience in Nine Systems," Industrial and Labor Relations Review, vol. 33, no. 1, October 1979, p. 14.
10. Marvin Pave, "Layoff Language," Boston Globe, October 24, 1980, Metropolitan Section.
11. Myron Lieberman, Bargaining: Before, During and After, (Chicago, Illinois: Teach'em Inc.), 1979, p. 206.
12. *ibid.*, p. 192.
13. *ibid.*, p. 207.
14. *op. cit.* Perry, p. 14.
15. Thomas Kochan, Collective Bargaining and Industrial Relations, (Homewood, Illinois: Richard D. Irwin, Inc.), 1980, p. 378.

16. op. cit. Lieberman, p. 207.
17. ibid.
18. ibid., p. 165.
19. ibid., p. 207.
20. ibid., p. 165.
21. ibid., p. 192.
22. ibid., p. 195.
23. "Seniority as a System of Justice," The Federation Paper, September 1979, p. 2.
24. ibid.
25. ibid., p. 6.
26. William J. Coughlin, Editor, A Guide to the Massachusetts Public Employee Collective Bargaining Law, (Boston, Massachusetts: Institute for Government Service and Institute for Labor Affairs), 1981, p. 9.
27. Frederick M. Casselman, "The Impact of Proposition 2 1/2 on Public Sector Labor Law," Massachusetts Labor Relations Commission News, vol. 4, no. 3, Spring 1981, p. 4.

Chapter Two: Method of Analysis

I used a comparative case study analysis to determine why the process of resolving teacher reduction in force disputes differ across communities. Three labor-management disputes were chosen; two resulted from lay-offs mandated by Proposition 2 1/2, while one dispute arose due to lay-offs necessitated by declining enrollments. The three cases are: Cambridge 1981-1982, Somerville 1981 and Framingham 1978-1980. A brief summation of each case follows.

Cambridge: Cambridge had to lay-off 110 teachers as a result of cutbacks necessitated by Proposition 2 1/2. A reduction in force clause in the contract stipulated that no tenured teacher should be laid-off if that tenured teacher is qualified for a position occupied by a teacher with less seniority. The Cambridge Teachers Association (CTA) believed that lay-offs would be conducted along seniority lines, while the School Committee believed the term "qualified" permitted them to sue administrative flexibility in determining lay-offs. The CTA filed a lawsuit against the School Committee's reduction in force procedures and minority teachers and parents filed a countersuit against the CTA and the School Committee. Negotiations reached an impasse in the fall of 1981. School Committee elections were held in November of 1981 and new members were elected that were more sympathetic to the union's concerns. A mediation process involving the CTA, School Committee and minority plaintiffs was constructed. The dispute was resolved in May of 1982.

Somerville: Somerville's School Committee decided to eliminate roughly 100 teaching position because of cutbacks necessitated by Proposition 2 1/2. The reduction in force contract clause allowed management to use contribution to the school system and performance evaluations as criteria for constructing a reduction in force procedure. The STA objected to using this criteria. After much negotiation between the management bargaining team and the STA, an agreement to base lay-offs on seniority within

discipline was reached. Another issue, inclusion of laid off administrators in the teacher reduction in force procedure, precluded the STA from agreeing to the change in procedure. However, management had to deliver notifications of possible termination to comply with contractual legal requirements. The STA leadership was shocked by the management's action and stormed the next school committee meeting. Due to the uncertainty surrounding the lay-offs, the STA compromised its position on the administrators' bumping procedure.

Framingham: Framingham had to lay-off roughly 80 teachers as a result of cutbacks necessitated by Proposition 2 1/2 and lay-offs were conducted in an orderly manner. In 1979, Framingham experienced conflict similar to Cambridge and Somerville's reduction in force disputes. In 1979, Framingham's reduction in force clause stipulated that teachers would be laid-off according to seniority and performance evaluation criteria. Management did lay-off ten teachers using the performance evaluation criterion. Much bitterness, controversy and several lawsuits resulted. In 1980, the Framingham Teachers Association and the management reopened the contract to revise the reduction in force criteria. Lay-offs would now be conducted by seniority and certification in major and minor teaching fields.

I chose these three cases for several reasons.

First, in all three cases the union disputed the reduction in force procedure used by management. Second, management wanted discretion in determining lay-offs, while the union wanted lay-offs according to seniority. Thus, this labor-management conflict existed in all cases. Third, two of the cities experienced the conflict due to lay-offs necessitated by Proposition 2 1/2, while the Framingham dispute occurred before Proposition 2 1/2. The Framingham dispute is important historically being one of the first contested teacher reduction in force

disputes between school management and labor in Massachusetts. The lessons and results of the Framingham case have influenced other school labor-management disputes. Fourth, all three school systems and communities are of a similar size, but the community's characteristics are very different. Differences between these communities provides a basis from which it can be determined if the different dispute resolution processes are due to environmental factors or to the effects of public policies, the labor-management relationship and legal precedents or a combination of all of these factors.

I examined several variables to identify why the dispute worked itself out differently in each of these communities. The dependent variable is the outcome of the dispute resolution process; impasse and the resolution or resolution without impasse. Reasons explaining why the process resulted in impasse or resolution are the independent or explanatory variables.¹ The independent variables include environmental factors, historical factors, legal issues, union characteristics and management characteristics. Also, because these disputes involve a similar conflicts, the nature and complexity of the conflict will be one of the independent variables.

I chose these variables because in other studies of impasse in labor-management negotiations a similar

typology of reasons for impasse were compiled. In a study on sources of impasse in mediated public sector disputes, Thomas Kochan and Todd Jick found that economic characteristics, structural characteristics of the relationship, organizational characteristics of the parties, nature of the issues and lack of desire to settle were all important determinants of impasse.²

I obtained information on these variables by interviewing union leaders, school administrators directly involved in the negotiations and school committee members. I interviewed these people because they were all directly involved in the collective bargaining process and could provide different interpretations of the process. Collaboration of claims was made by asking similar questions to different people. Newspaper accounts of the disputes and supplementary materials supplied by the parties provided further information and collaboration.

The model I used to analyze the dispute resolution process is an adaptation of Thomas Kochan's conceptual framework for the study of collective bargaining. Kochan's model and my adapted model can be analyzed on the following page.

I used this framework of analysis because it "captures the economic, institutional and behavioral complexities" of contemporary collective bargaining relations.⁴ In analyzing labor relations, the charac-

Figure 1: Thomas Kochan's conceptual framework for the study of collective bargaining³

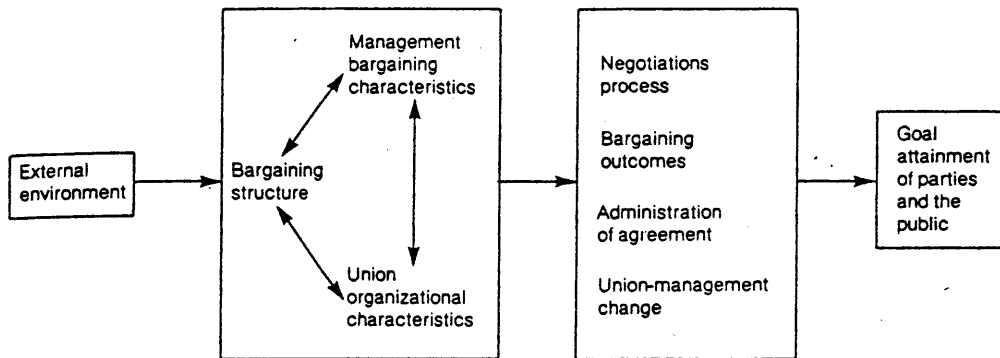
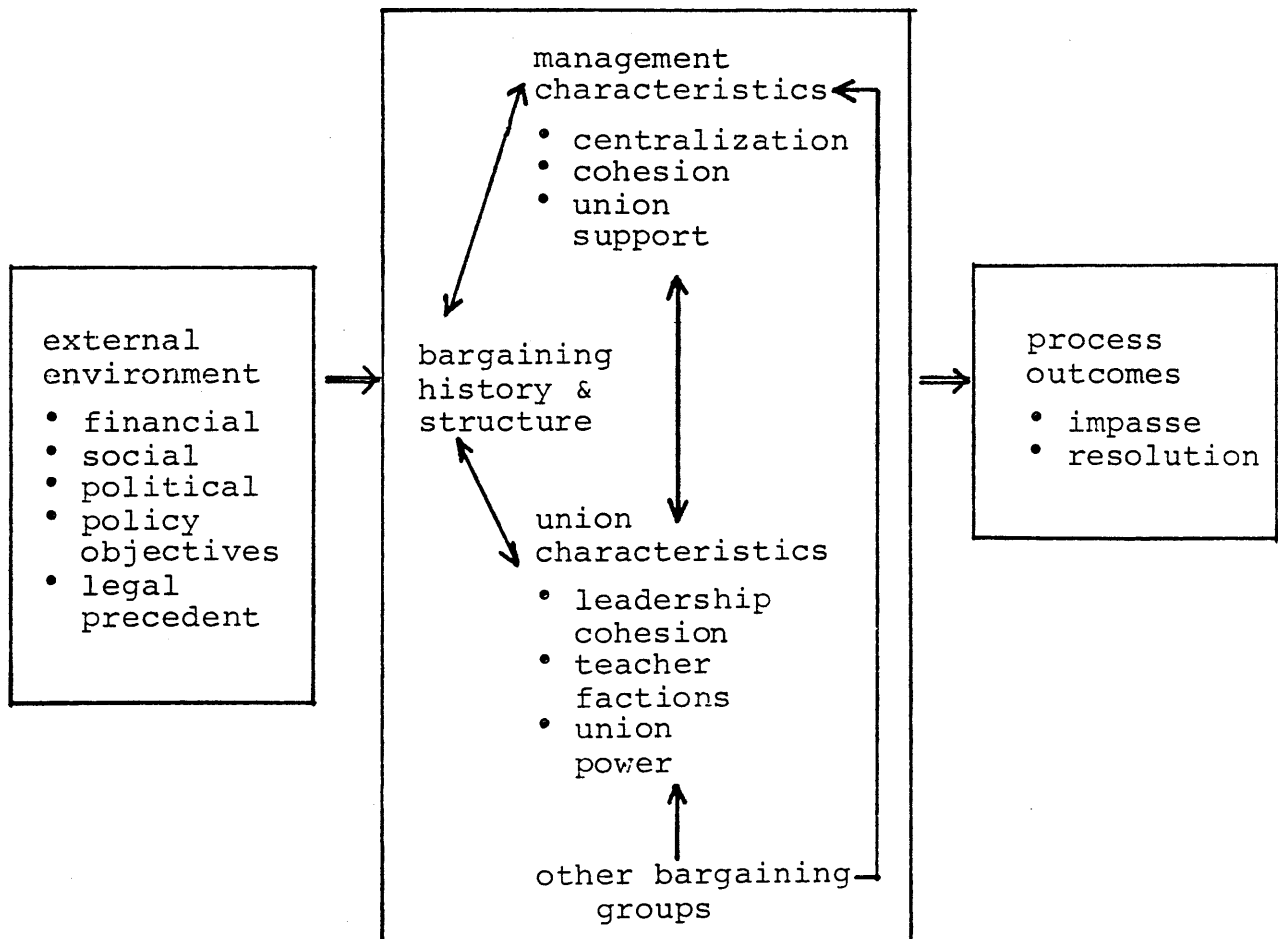


Figure 2: Adaption of Kochan's framework for the study of teacher reduction in force disputes



teristics of the external environment provide the initial set of independent variables.⁵ Kochan contends,

"The external environment provides the incentives and constraints on the parties to conform to the expectations of the public, requirements of public policy and economic necessity."⁶

Furthermore,

"Collective bargaining relationships are not static but exist in environments that constantly exert pressure on the parties to revise existing practices and conceptions about appropriate roles."⁷

The parties directly involved in the negotiation process are management and labor, and in some instances, third parties. While, management and labor are influenced by external pressures, their positions may also be influenced by conflicting pressures from within their own organizations. Unions may have factions, while management which is comprised of elected officials may represent diverse interests.⁸

Independent Variables

In this section, I provide a more complete description of each independent variable and its effect on the bargaining process.

Environmental Factors.

The first group of variables pertain to external environmental effects on the dispute resolution process. Bargaining in the public sector has been influenced by

environmental factors such as financial conditions, political power, social diversity and public policy objectives.⁹

Financial conditions imposed by Proposition 2 1/2 have been responsible for two of the management-labor reduction in force conflicts in this study. Both school systems used lay-offs as one means of reducing their expenditures. Personnel cutbacks were necessary because approximately 80 percent of the educational budget is expended on salaries and wages.

Another financial impact Proposition 2 1/2 had on management's control of the educational budget was the elimination of school fiscal autonomy. No longer do Massachusetts school committees have control over total school fiscal expenditures. Rather their budget levels are determined by the city or town, not the School Committee.

These two financial conditions may impact the dispute resolution process in different ways. First, the obvious goal of management and labor is to avoid lay-offs by avoiding cutbacks. Management and labor need to make education a priority item of the city budget. Management and labor may need to form an alliance to fight cutbacks. Thus, management and labor may try to resolve their differences over reduction in force procedures in an amiable manner.

However, cutbacks may occur. If the budget reductions

seriously impair the school's educational programs, then management may not be willing to engage in a potentially expensive confrontation with the labor union. Management may also want to concentrate its energies on its educational programs, not reduction in force procedures. On the other hand, if management is able to reduce its budget without seriously impairing the educational program, a different labor-management relationship may result. With the loss of fiscal autonomy, management may need to exercise more control over its remaining resources, including personnel. Management needs this control to meet its educational and policy objectives. Management and labor may conflict over the allocation of these resources.

Financial conditions will be shown to be a factor in reduction in force disputes when management states that financial conditions influenced their position on the reduction in force issue.

Another set of environmental variables that affect the dispute resolution process are political and social factors. Factors considered in this study include public support for education, heterogeneity of community's population, existence of powerful constituencies or interest groups, the ability of users to transfer to private or parochial schools, declining enrollments and public policy objectives.

An indication of public support may be community involvement in the school system. If strong public support exists for education, then the party that the public perceives as acting in the best interest of preserving the educational system will receive added strength during the resolution process. If there is little support for public education, then the ability of management or labor to rally support for their position may be the determining variable.

Diversity within a population can be an important indicator of the variety of interests that must be represented in negotiations. With a heterogeneous population, there is a greater likelihood that more demands will be placed on the management and labor bargaining teams. Thus, the dispute resolution process will be more complicated and complex. Racial heterogeneity is measured by minority population in the community, minority enrollment in the schools and percentage of minorities in the teaching force. Other forms of heterogeneity are educational attainment, age, income levels and political attitudes.

Powerful interest groups may alter the nature of the dispute resolution process. Traditionally, labor negotiations have been conducted in a bi-lateral manner; management versus labor. However, in the public arena, labor negotiations may involve other interest groups. Negotiations are then changed into a multi-lateral

process which complicates the dispute resolution process.¹⁰ Management and union representatives may encourage multilateralism that is beneficial to their case by presenting and publicizing disputes to enlist the support of specific interest groups.¹¹

The clearest indicator of multi-lateral bargaining would be full and independent participation of outside groups in the bargaining process.¹² However, in the educational field bargaining is generally a bilateral process.¹³ Thus, a more useful indicator of multi-lateral participation may be management's or the union's verbal recognition that outside interest groups affect their positions, either through a lawsuit or effectively applying political pressure on the Committee.

Management's position may also be affected by their perception of parents ability to transfer their children to private or parochial school. If the potential for movement is high, managers may seek more control over selecting a teaching force that meets different group's needs. Management would try to retain this constituency in the public school system.

Decline in enrollment can precipitate a reduction in force dispute. Many school systems have experienced or anticipated enrollment declines. If management is prepared for declining enrollments, preparation for lay-offs may have already begun. These preparations may include reduction in force strategies that will be useful

during reduction in force disputes caused by Proposition 2 1/2.

Finally, educational policy objectives are important in explaining differences in dispute resolution processes. In most school systems, the school committee has the authority to set educational objectives and policy. Educational objectives may include maintenance of a balanced educational curriculum and special education programs, such as alternative schools. Educational policies include meeting affirmative action goals or desegregation plans. The Massachusetts Commission Against Discrimination Proceeding has decided that layoff policies with a discriminatory effect are presumptively unlawful and urges elected officials to avoid policies with this impact.¹⁴ If management cannot meet these policy objectives, it is likely to resist resolving a dispute until these objectives are met. Inability to meet policy goals is indicated by management's statement of the problem.

Historical Relations.

Historical relations is another important variable to consider in explaining differences in the dispute resolution process. If management and labor have an adversarial relationship or a history of strikes, impasses or job actions, then resolving a dispute may be more difficult. Settling a problem from an adversarial relationship is difficult. Both parties may continue

to depend on impasses as part of a procedure to settle their differences.¹⁵ Studies have shown that the existence of previous impasses increased the probability of impasse during future negotiations.¹⁶ Historical patterns of bargaining can be described by the existence of strikes, impasses or other job actions, such as work to rule, in the last ten years.

The history of the formulation and the content of the reduction in force contract clause is also important. If management wants to use administrative flexibility in reduction in force procedures, then it is necessary to negotiate these provisions when lay-offs are not imminent.¹⁷ Different interpretation of the lay-off language and attempts to change the substance of the reduction in force procedures while lay-offs are being conducted may be a reason for continuing a dispute.

Furthermore, it is important that the contract language and mechanism used to implement lay-offs are clearly understood by both parties.¹⁸ For example, if performance evaluations are used as a criterion for lay-offs, the school system should have an established performance evaluation system in place that both parties accept.¹⁹ Collective bargaining is conducted in an atmosphere of "good" faith. If language is vague or subject to interpretation, then both parties remain susceptible to being taken advantage of when lay-offs occur.

Legal Precedent.

Lack of legal precedent may be a factor in management's maintenance of a noncompromising position. Management will hold to a position if they believe their actions are legally justifiable and no legal precedent exists to refute their case. If legal precedents do exist that are contrary to management's position, then the dispute may be resolved more easily. Management may not want to risk the expense of legal battles. Impact of legal precedent on the dispute resolution process is indicated by resort to the legal arena and legal decisions management and labor consider in preparing their position.

Management and Union Characteristics

The final set of variables measures the impact of management and union characteristics on the dispute resolution process. One of the key issues in both group's characteristics is the existence of factions. In the public sector, as well as in the private sector, intraorganizational bargaining within management and labor teams may occur before and during negotiations. Richard Walton and Robert McKersie in their work, A Behavioral Theory of Labor Negotiations, assert that collective bargaining is a process used for resolving intraorganizational as well as interorganizational differences.²⁰ Walton and McKersie cite several sources of internal conflict including differences in goal motivational forces,

heterogeneity of member groups, channeling of information, complexity of decision situation, and novelty of decision situation.²¹

Intraorganizational differences or dissension when entering or engaging in negotiations indicates a weakness in the bargaining unit and possible avenue for the opponent to gain control over the bargaining process. A skillful adversary can exploit dissension within bargaining teams.²²

For school management negotiators, the possibility of factions within and between the school central administration (superintendent and assistant superintendents) and the school committee arise for several reasons. Supposedly, the school committee develops policy and the administration implements the policy. But this clear division of labor does not always occur, especially in large, complex systems where the issues are complicated and numerous.²³ The superintendent may believe that he or she should have a role in the policy making process. School administrators may infringe on school committee responsibilities which may lead to future conflict on goals among school managers. School committee members may also have different allegiances, especially due to the fact that they are politically elected and must be sensitive to the constituencies which elected them.²⁴

Dissension within school management is further compli-

cated by the loss of fiscal autonomy. City officials may believe that it is their right to become involved in school management to keep the school budget at its bottom line level.

Dissension within management may be indicated by factions within the school committee and public disagreement between the central administration and committee over reduction in force procedures.

As for the teacher union, existence of factions within the rank and file and between the leadership and rank and file may occur due to the varied interests of different teachers. Senior teachers want job security provisions which translates into reduction in force by seniority, while junior teachers want a system that treats them fairly and gives them the opportunity to remain in the system. Seniority usually is agreed to by the leadership because senior teachers have the most influence within the union.²⁵

On the other hand, one of the growing groups among junior teachers is minority teachers. Legally, minority teachers may use affirmative action laws or policy goals to circumvent the seniority system. After California's property tax reduction measure passed, many teachers were laid-off. Minority teachers did not hesitate to use affirmative action laws to retain their jobs.²⁶ Thus, if a school system has a large number of minority

teachers with low seniority ranking, the use of affirmative action laws may produce divisions between senior and minority teachers. Minority teachers with less seniority may displace nonminority teachers with more seniority.

Union dissension may be measured by public factions within the rank and file. Willingness to support a union may reflect union solidarity which can serve as a basis for opposing the administration, while a low-level of membership or existence of competing unions may signal conflict among teachers.²⁷

Another important bargaining characteristic may be experience in negotiations and presence of legal counsel. More experience may be correlated with compromise or willingness to hold a position to achieve its goals. Legal counsel may affect the process by giving one party added information or strategy for resolving the dispute in their favor. Neogtiation experience is measured by years in a bargaining role.

Finally, union political power in the city or ability to acquire power may determine the union's ability to resolve the dispute in their favor. Teacher unions may have the ability to elect or defeat school committee members and engage in job intimidation.²⁸ Union political power may be indicated by management's views of the union's strength, union success in committee elections and the percentage of the teachers residing in the community.

Usefulness of the Case Study Method of Analysis

In any social science research, there is a conflict between micro and macro levels of analysis, specific and generalizable results. Trade-offs exist and benefits can be derived from both methods of analysis. By focusing on these three cases, I am presenting a detailed analysis of the dispute resolution process. Unique factors that contributed to a resolution were discovered and are included in the explanation. Presently, I contend that the case study method of analysis is the most beneficial approach for examining teacher lay-off disputes. Teacher reduction in force disputes are a relatively new phenomenon, particularly those necessitated by Proposition 2 1/2. In examining the reduction in force dispute, I am charting a new course of inquiry. Given the existing level of knowledge and experience concerning teacher lay-off disputes, certain issues have not been clarified; first, which factors influence the dispute resolution process, and second, if common factors exist in all cases.

This micro level of analysis may trouble social scientists or practitioners looking for a broader explanation of which social, economic, political or other factors influence the dispute resolution process. It is statistically impossible to generalize from a sample of three communities. However, this following detailed level of analysis provides model building capabilities. Factors

which have influenced the resolution process in these communities would be appropriate to test in a broader sample of cases. From specific, comparative studies, the researcher could surmise a model for identifying sets of variables. A general set of variables to test with a larger sample could then be proscribed. Other variables might also prove to be important in a larger sampling of cases.

Footnotes for Chapter Two

1. The term dependent variable refers to the central question that a theory is trying answer or the set of events the theory is trying to explain or predict. Explanatory variables are the concepts in a theory used to explain or predict variations in the dependent variables. Definition's source, Thomas Kochan, Collective Bargaining and Industrial Relations, (Homewood, Illinois: Richard D. Irwin, Inc.), 1980, p. 24.
2. Thomas Kochan and Todd Jick, "The Public Sector Mediation Process," The Journal of Conflict Resolution, vol. 22, June 1978, p. 214.
3. op. cit. Collective Bargaining and Industrial Relations, p. 25.
4. *ibid.* p. 24.
5. *ibid.* p. 33.
6. *ibid.* p. 37.
7. *ibid.* p. 30.
8. *ibid.* p. 462.
9. *ibid.* p. 447-456.
10. *ibid.* p. 467.
11. Charles R. Perry, "Teacher Bargaining: The Experience in Nine Systems," Industrial and Labor Relations Review, vol. 33, no. 1.
12. *ibid.* p. 5.
13. *ibid.* p. 7.
14. Frederick V. Casselman, "The Impact of Proposition 2 1/2 on Public Sector Labor Law," MLRC News, vol. IV, No. 3, Spring 1981, p. 5.
15. op. cit. Collective Bargaining and Industrial Relations, p. 268.
16. *ibid.* p. 269.
17. Myron Lieberman, Bargaining: Before, During and After, (Chicago, Illinois: Teach'em, Inc.), 1979, p. 43.

18. *ibid.* p. 268.
19. James Pritchard and Marilyn Contreas, "Collective Bargaining Under Proposition 2 1/2," Municipal Forum, Spring 1981, p. 19.
20. Richard E. Walton and Robert B. McKersie, A Behavioral Theory of Labor Negotiations: An Analysis of a Social Interaction System, (New York, New York: McGraw-Hill, Inc.), 1965, p. 281-298.
21. *ibid.* p. 298.
22. *op. cit.* Lieberman, p. 66.
23. *ibid.* p. 78.
24. *ibid.* p. 68.
25. *ibid.* p. 207-209.
26. *ibid.* p. 139.
27. Ronald G. Corwin, Militant Professionalism: A Study of Organizational Conflict in High Schools, (New York, New York: Meredith Corporation), 1970, p. 271.
28. *op. cit.* Lieberman p. 71.

Chapter Three: The Case Studies: Framingham, Somerville and Cambridge.

The impact of cutbacks necessitated by Proposition 2 1/2 and declining enrollments were the exogenous shocks that revealed the different objectives of labor and management during reduction in force periods. In Cambridge, Somerville and Framingham, management wanted discretion in determining the terms of the reduction in force procedures, while the union advocated lay-offs be conducted by some type of seniority system. The reason management wanted discretion varied.

In Cambridge, management wanted authority to determine among equally certified teachers, who was qualified to fill different teaching positions. Because Cambridge's public school system has alternative as well as traditional schools and a 40 percent minority student population, Cambridge officials believed that teachers needed special qualifications to fill different program requirements. For example, Cambridge's alternative school teachers use a different method of teaching than teachers in traditional schools. Alternative school teachers instruct in an "open classroom" setting in which teachers work closely with each student and prepare individual study programs for each student's needs. Alternative school teachers also work closely with the students' parents on developing the students' curriculum.

In Framingham, management chose to use performance evaluations as criterion for laying off teachers in an effort to keep the "most qualified" teachers and dismiss its "not as qualified" or "poor" teachers. Management contended that it had the unilateral right to determine the method by which teacher evaluations would be conducted.

In Somerville, management also wanted to use performance evaluation as a criterion for lay-offs, but decided it legally could not because of the results in the Framingham case two years earlier. Instead, management provoked labor's opposition by demanding that administrators who were not represented by the Somerville's Teachers Association be allowed to bump teachers with less seniority in the system.

In all three cases, the unions contested management's policies claiming that the procedures for determining qualifications, assessing performance, and including personnel other than teachers in the teachers' seniority ranking, were not agreed upon between management and labor in the contract. Furthermore, the unions contended that the procedures either seemed arbitrary or protective of certain individuals and groups.

In the following section, an elaboration of each school system's dispute and resolution process will be provided.

The Case of the Framingham Reduction in Force Dispute

Framingham is the largest town in the Commonwealth with roughly 65,113 people¹ and the largest municipality in the United States still using the town meeting form of government. Framingham, located twenty miles from Boston, is situated on key transportation routes and serves as a center for major industrial and commercial activity. Currently, town officials estimate that the town has between \$40 - \$50 million in construction projects either completed or near completion.²

As Framingham's economy has grown, its town budget has increased from \$39 million in fiscal year 1976 to \$50 million in fiscal year 1980.³ School budget increases account for roughly half of the town's increase in expenditures, from \$23.1 million in fiscal year 1976 to \$29.6 million in fiscal year 1980.⁴ As a proportion of town expenditures, in fiscal year 1976, the school budget was roughly 59.2 percent of the town's budget. In fiscal year 1980, the school budget was still roughly 59 percent of the town's total budget of \$50 million.

During this same period, student enrollment declined from 13,415 in fiscal year 1976 to 10,578 in fiscal year 1980.⁵ Along with the decline in student enrollment, came a decline in the need for teachers. Full-time teachers decreased from 898 in fiscal year 1977 to 838 in fiscal year 1980.⁶ However, lay-offs did not occur until

the end of fiscal year 1979. Before them, reductions in force were accomplished through attrition. These initial lay-offs resulted in a reduction in force dispute in the Framingham school system.

Framingham's Collective Bargaining Structure and History

Until the fall of 1978, labor/management negotiations were conducted with a high level of cooperation. Negotiations had not resulted in an impasse or strike.⁷

In August of 1978, the Framingham Teachers Association (FTA) and the School Committee had just agreed upon a three year contract for 1979-1981.

However, the Framingham School Committee did not negotiate the contract. In Framingham, as in most other school systems, the school committee generally does not engage in bargaining with the teachers' union. Instead, Framingham's Director of Personnel, John Lucey, and the Committee's attorney, Spencer Tobin, were the negotiators.

FTA's President in 1978-1980, Lynn Ann Reagan, contended that the true power and control of negotiations on the management side rested with the Superintendent, Albert Benson. Reagan contends that Superintendent Benson structured school committee executive session meetings regarding union negotiations so that he had the Committee's "ear" and maintained control.⁸

The Dispute

At the end of the August 1978 negotiations, FTA

President Reagan asked Spencer Tobin if any change in teacher evaluation procedure was planned.⁹ The Association was concerned about declining enrollments and its impact on teaching staff levels. The FTA was particularly concerned about the evaluation procedure because its contract with the Committee stated that lay-offs would be determined by a teacher's area of competence, major and/or minor field of study, quality of teaching performance and length of service in the Framingham school system. This provision was included in the contract in 1976 when lay-offs were not contemplated.

In theory, the FTA leadership did not initially oppose performance evaluations as a criterion for determining lay-offs because it was not in the FTA's interest to have "poor" teachers. However, in practice, the Association was concerned about the method used to evaluate performance. The FTA wanted to recheck that any changes made with evaluation procedures would be negotiated and approved by the FTA first. Spencer Tobin assured the FTA that no changes were planned.¹⁰

Shortly after Tobin's assurance, the Superintendent announced in November of 1978 that a new evaluation procedure was being implemented. Benson contended that the school system need to lay-off upwards to one hundred teachers to adjust its teaching staff levels to the decreased enrollment levels. The contract's evaluation system could not be used as it was mainly a compilation

of narrative observations for improving teacher performance. Even in past dismissal cases, the Committee could not dismiss a teacher using the evaluation procedure because it was not rigorous enough. Therefore, a new evaluation system was needed to enable the Superintendent to use performance evaluations as one of the criterion for determining lay-offs.

The FTA objected to the change as a breach of "good faith" bargaining with management.¹¹ The Superintendent countered that it was management's prerogative to develop a new evaluation procedure that could be used to reduce the staff.¹² The battle lines were drawn.

In seeking recourse, the FTA tried several strategies. First, the FTA tried reversing the Superintendent's unilateral change in the evaluation procedures during negotiations with Tobin. Beyond the FTA's complaint that the change was a breach of "good faith" bargaining, the FTA claimed that the new evaluation system of multiple categories and point rating scale was not a tried, objective method for evaluating a teacher's performance.¹³

The new evaluation system contained ten categories -- classroom control, classroom organization and climate, lesson planning, variety of teaching activities, use of instructional materials, knowledge of subject matter, individualization of instruction, member of school community, member of the profession and attendance.

The teacher's performance in each category was assessed on a scale of one to five, one being unacceptable and five being superior. The points were not attached to types of performance, but perceptions of the quality of the teacher's performance. The evaluators, principals and department heads, were expected to use their "best" judgments.

When negotiations produced no change in management's position, the FTA went to the School Committee in February, 1979. 400 teachers representing all of Framingham's 21 schools attended the meeting. In hand, the FTA had a class action grievance suit signed by 615 teachers opposed to the new evaluation procedure. In a highly charged, emotional meeting, the Committee agreed to "reopen negotiations with the FTA for the purpose of discussing criteria to be used in evaluating teachers' performance."¹⁴

Although the FTA's efforts to seek assistance from the Committee after the normal negotiation channels had failed seemed like the next logical step for the FTA pursue, President Reagan claims that the Superintendent did not see the situation in a similar manner. Rather than interpreting the FTA's action as a complaint against the procedure, President Reagan describes Benson's reaction as a personal attack on his managerial competence and authority.¹⁵

Negotiations proceeded, but the School Committee

maintained its bystander status. Superintendent Benson still wielded control.¹⁶

Next, President Reagan challenged the workability of the procedure by asking the evaluators, principals and department heads, to take a semantic differential test in which each evaluator separately defines the concepts and terms of the evaluation categories. One-third of the evaluators took the test. After the results were tabulated, FTA President Reagan sent an open letter to the School Committee explaining the results and their implications. Reagan asked,

"Do you intend to spend the money of the Town of Framingham on the arbitrations and lawsuits that will result from the use of these terms for rating teachers?

This computer analysis of the key terms taken from the Staff Rating Scales indicate that of the large percentage of evaluators, approximately 33%, there is not one concept upon which there is "effective communication" over 50%. (Note No. 4 where it's only 21%.) This indicates diversity, not deficiency. Diversity is what our system encourages.

Nevertheless, in no case would a majority of the responding evaluators have the same meaning for these terms used to evaluate teachers.

THE SCALES ARE INVALID AS A MEASUREMENT TOOL FOR TEACHERS."¹⁷

Thus, the FTA contended that the combination of differently interpreted categorical terms and vague point scales proved that the procedure was poorly constructed and unworkable.

Even so, In April, the Superintendent tried to proceed with the lay-offs using the new procedures. The FTA filed a temporary restraining order in the Middlesex

Superior Court to halt the use of the procedure and an unfair labor practices complaint with the Massachusetts Labor Relations Board (MLRB) claiming that the lay-offs were illegal while negotiations were still in progress. In a previous MLRB case, Newton School Committee, 5MLC 1016 (1978), it was decided that the employer may not lay-off employees prior to resolution or a "good faith" impasse because lay-offs may have been avoided through bargaining.¹⁸

The Middlesex Superior Court issued an injunction ordering the School Committee to stop using a performance rating scale as an evaluation procedure for determining lay-offs. Furthermore, the Court agreed with the FTA that the Superintendent could not change the evaluation procedure while negotiations were in progress.¹⁹

President Reagan reiterated the FTA's objection to the procedure,

"It was a reduction of a person's career to a number with no objective data behind it. People were dreading having this done to them. The principals didn't favor it because after building relationships on mutual respect, they were looked upon as people who could cost them a job."²⁰

Superintendent Benson did not agree.

"Obviously what a school superintendent is expected to do is make decisions and take actions. We're forced into a position of stress and it puts stress on me as an individual."²¹

The Superintendent still had to devise an evaluation procedure to use for reducing the teaching force. Because

the rating scale technique was illegal, Superintendent Benson devised another evaluation procedure, the 80-20 evaluation system. The Superintendent instructed principals and department heads to divide their teachers into the top 80 percent and bottom 20 percent of the individual school or department.

Again, the FTA tried to stop the procedure's implementation and filed suit against the School Committee in the Middlesex Superior Court for violating the temporary restraining order. The FTA contended that no new evaluation procedure could be implemented while negotiations were proceeding.²²

Deputy Superintendent Rigas Rigopoulos claimed that the Administration believed its actions were legal. The Administration contended that the Superior Court's restraining order "applied only to the rating scale and therefore would not prevent the administration from going ahead with a compromise procedure."²³ In turn, the FTA informed the Committee that it planned to seek a contempt citation against all seven school committee members for violating the temporary restraining order.²⁴

Two school committee members, Richard Barber and Joseph Conlon, responded to the FTA's threat by requesting a Friday night school meeting to consider School Superintendent Albert Benson's decision to rate teachers by the 80-20 or "pass-fail" system. The request for a meeting had been prompted when Barber received

numerous telephone calls from parents protesting the 80-20 system. Teachers and parents opposed the system because it marked 20 percent of the teachers as failures even if they were not laid off.²⁵

According to a Middlesex news article, Barber blamed the School Committee's failure to act on the new evaluation procedure on Benson. Barber further contended that Benson never formally presented the new procedure to the committee.²⁶ Barber stated,

"I think (Benson) did mention the 80-20 but none of us knew what he was talking about. I assumed he knew what he was doing."²⁷

This time, the FTA's attempt to halt the 80-20 procedure was unsuccessful. A Superior Court Judge declared that the department was not acting in violation of the temporary restraining order because the point scale evaluation system was not being used to determine lay-offs.

The 80-20 breakdown occurred in each school. 170 teachers were placed in the bottom 20 percent. On the last day of school, teachers received letters informing them of their placement. According to Reagan, many of the teachers were placed in the bottom 20 percent for arbitrary, cruel and miniscule reasons. Teachers were placed in the bottom 20 percent for having an outdated bulletin board, not being "team" players, working too hard and one handicapped teacher was labeled a loner. Reagan further believes that small town politics were

at work. Reagan thinks the evaluators assessments had to be influenced by the fact that many of the principals and teachers were friends, old classmates or family friends.²⁸

Under great stress, teachers reacted with anger, hostility or despondency. One teacher asked, "Why was it so important for those letters to be put on the desks this morning?"²⁹ Another teacher said,

"Today I spent the most devastating day of my professional life trying to console people who have been given the 20 percent. I don't believe that this was necessary."³⁰

School Committee-member Conlin suggested,

"If anyone should be released or evaluated, it should be the superintendent for coming up with such an unprofessional evaluation procedure."³¹

Framingham citizens and parents also responded negatively to the 80-20 implementation process. One citizen charged that the teachers had not failed, but Dr. Benson and School Committee members had.³² Another citizen added, "How ironic it is that . . . the Framingham School Committee and Superintendent somehow escape this "evaluation" process."³³

In response to the outcry, Benson argued,

"We're not saying the 20 percent are lousy teachers. What we are saying is that because the system is shrinking, we have to reduce staff."³⁴

The Middlesex News editorial board responded to Benson's method of reducing staff critically,

"What stuck in the craw of many, especially those told at the end of school last week that they were in the "fail" section--was the fear that in their dismissals they had been labeled "failures" and, aside from the fact that some said they had previously received nothing but positive evaluations, they would find it hard to find employment elsewhere when their resumes read "formerly at Framingham."

Dr. Benson's handling of this matter might be judged a bit clumsy and heavy-handed. Even labeling the current evaluations as "pass-fail" or "80-20" has encouraged the idea that he was lending his name to a success-failure guideline.

He had to do something. As will many more superintendents in the years immediately ahead when dismissal of tenured teachers becomes a must.

But it might have been done in a more subdued manner."³⁵

Benson continued to defend the 80-20 system on the grounds that if Framingham was going to maintain its high quality of education, seniority could not be the primary criterion for staff reduction decisions.³⁶

Benson asked the community to support the School Committee that was only taking these actions to retain the community's right to have a voice, through its elected officials, in deciding who will teach and guide its children."³⁷

During the summer, the FTA continued to protest the 80-20 system. The FTA filed grievances for all 178 teachers placed in the bottom 20 percent. Another 500 teachers filed individual grievances in protest of the 80-20 system. But the Committee continued to proceed with lay-offs under the 80-20 system. The bottom ten teachers in the 20 percent grouping had to appear before the Committee in late August.

Parents and teachers protested the lay-offs. Parents carried signs and attended the lay-off hearings to testify in defense of the teachers. However, Benson said that the parents support was not considered in his decisions. Speaking for the Committee, Benson stated,

"We do not make our decisions based on emotion, but on professionalism."³⁸

Another parents' group, REASON (Responsibility in Education and Savings for Neighborhood Schools), also circulated petitions against the 80-20 process and collected 2,500 signatures. Still the Committee would not rescind its decision to proceed with lay-offs under the 80-20 system.

Two committee members registered complaints against the 80-20 system. One of the members, Richard Barber, accidentally voted for the use of 80-20 system, then asked to switch his vote. Barber explains,

"I guessed I voted for it without knowing it. I don't know how the hell they got that around me, but I guess they did. I asked Dr. Benson if this was a vote on the 80-20 and he said no, but I guess it was."³⁹

On August 28, 1979, the School Committee met to finalize its decision on laying off the ten teachers. 350 teachers and parents protested as the Committee's decision was finalized. Only ten lay-offs were needed to adjust Framingham's teaching force to student enrollment declines. Four of the teachers filed suits against the Committee.

After the lay-offs occurred, teachers reaffirmed their solidarity against the 80-20 process. 400 members took a unanimous vote of confidence and support for their "fellow professionals" who suffered due to the 80-20 process.⁴⁰ Other teachers resigned in disgust over the arbitrariness of the process.⁴¹ Two department heads also resigned.

Still, Benson defended the 80-20 system claiming that it was the only alternative open at the end of the school year.⁴² In a speech to the Kiwanis Club, Benson cracked jokes about his unpopularity among teachers and the town. He also criticized the Middlesex News coverage of the controversy and claimed that the newspaper had done its best to "inflame the issue."⁴³ Benson also insisted that the majority of the town's people still believed performance evaluations were necessary. Benson stated,

"As superintendent of schools I cannot accept straight seniority as a way to determine performance."⁴⁴

The nineteen members of the Kiwanis Club burst into applause when one its members said, "I think you've done a hell of a job, you're in a sonofabitch of a job."⁴⁵

In the fall of 1979, the MLRB acted on both of the FTA's unfair labor practices complaints. The MLRB decided that both the rating scale and 80-20 systems were in violation of the FTA's contract with the School Committee. The Committee had to bilaterally negotiate

a new evaluation procedure with the FTA. The School Committee agreed to discontinue using the 80-20 process, but it did not agree to recall the laid-off teachers. Three of the laid-off teachers filed suits against the Committee. Their cases went to arbitration with the MLRB.

Even though the 80-20 system was discarded, the Committee and FTA still had not reached an agreement on changing the reduction in force criteria. The FTA was demanding that lay-offs be determined by straight seniority,⁴⁶ but the majority of the Committee still believed some form of evaluation was necessary.

Chairman Evans contended,

"I'm an airline pilot--I get evaluated six times a year. Why shouldn't teachers be evaluated just because they have tenure. I don't agree every teacher in a department can be the same."⁴⁷

Negotiations between the Committee, Superintendent and the FTA had reached an impasse.

In April of 1980, school committee elections were held. Candidates ran for office on platforms opposed to the 80-20 process or in support of firing Dr. Benson. Two new members were elected to the School Committee that were opposed to the 80-20 process, though only one of the newly elected members supported Benson's immediate dismissal. That member was Greg Gallagher. The other newly elected school Committee member was Joyce Lundberg.⁴⁸ The Committee now had a four-three

majority opposed to the 80-20 system, but not necessarily a four to three majority opposed to evaluations being used as a criterion for determining lay-offs.

During the newly elected School Committee's first meeting, Gallagher was elected chairman by his colleagues. One of the first actions Gallagher directed as chairman was to offer in behalf of the School Committee a public apology to the FTA for the manner in which the 80-20 process was handled last year. Gallagher also wanted to hold a committee executive session meeting with the association to discuss reduction in force procedures, but he did not have the votes.⁴⁹ At the end of the 1980 school year, the Committee was still undecided on changing the reduction in force criteria to a system based on seniority. Gallagher contends that Benson was still presenting a convincing case to the majority of the Committee. Benson still told the Committee that an evaluation procedure could be devised that would be fair to all teachers.⁵⁰

Three lay-offs occurred in 1980 using a different performance evaluation procedure. The FTA protested the lay-offs.

Over the summer of 1980, Gallagher suggested to the Committee that they would have to apply pressure to committee members that opposed the 80-20 system to get them to change the reduction in force criteria.⁵¹ In the fall, the Committee began to consider changing

the reduction in force criteria from a system based on performance evaluations to a system based on some form of seniority.⁵² Gallagher in a speech before 600 teachers for the annual first day of school speech told the teachers that the Committee has the votes to favor seniority when it considers the matter on September 16.⁵³ Gallagher contends that performance evaluations have damaged the system. Gallagher said,

"Some say seniority would be institutional mediocrity. I don't feel seniority is a cure-all, but the system can't take any more bombardment. The 80-20 evaluation plummeted the morale of the system."⁵⁴

By the end of October, the Committee and FTA had reached an agreement that lay-offs would be based on seniority and certification. President Reagan proclaimed,

"I think our teachers will feel just wonderful. They will know where their lives are at; they won't feel fearful. It's a relief from subjective forms of lay-offs.

It seems like it took the last three years to negotiate this. In lengthy discussion, even longer than that. There had to be, sadly enough, a great deal of experiencing we all had to go through to understand the complexity of the problem."⁵⁵

However, the Committee and FTA could not sign the agreement which had been ratified by the FTA's membership by a vote of 230-51 until another issue had been resolved. Committee member, Debra Tosti, had filed a complaint with the Town Counsel that two of the Committee members had a conflict of interest in signing this agreement because their wives were teachers in the Framingham

school system. One of the Committee members in her complaint was Greg Gallagher. At the spring town meeting, the Town Counsel ruled that a conflict of interest did not exist. In the spring of 1981, the FTA and School Committee signed a new reduction in force agreement. (See appendix for both reduction in force contract clauses.)

As a test of the resolution of the dispute, Framingham had to lay-off eighty teachers due to cutbacks precipitated by Proposition 2 1/2. Reagan believes that most teachers believed the lay-off process was conducted fairly and smoothly.⁵⁶

Director of Personnel John Lucey also adds that there was little rancor among teachers over the lay-offs mandated by Proposition 2 1/2.⁵⁷

As for the three teacher's cases that went to arbitration in 1979, the arbitrator just made a decision in March of 1982. The teachers were awarded the decision. The teachers are to be reinstated in the Framingham school system with accrued seniority over the years that they were laid-off. Also, each teacher was awarded a cash settlement of \$80,000.⁵⁸

Footnotes for the Framingham Case

1. This U.S. census figure is disputed by local officials who feel that the population is closer to 70,000.
2. Thomas Campbell, "Impact 2 1/2 Case Study: The Town of Framingham," Impact 2 1/2 Project, Department of Urban Studies and Planning, Massachusetts Institute of Technology, Cambridge, Massachusetts, 1982.
3. Information obtained from the Impact 2 1/2 Project Data Base.
4. *ibid.*
5. Information obtained from the Framingham Superintendent's Office.
6. *ibid.*
7. Personal Interview with Lynn Ann Reagan, FTA President.
8. *ibid.*
9. *ibid.*
10. *ibid.*
11. *ibid.*
12. Gregory W. Gallagher, "Everyone Into the Pool: An Essay on Survival After 80/20," Unpublished manuscript, 1981.
13. *op. cit.* Reagan.
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16. *ibid.*
17. Lynn Ann Reagan, "An Open Letter to the Framingham School Committee," Spring of 1979.
18. Frederick V. Casselman, "Proposition 2 1/2 -- One Year Later," The Massachusetts Labor Relations Commission News, Vol. IV, No.5, Fall 1981, p. 4.
19. Paula Lovejoy, "Court Sides with Teachers on Evaluations," Middlesex News, April 23, 1979, p. 1.

20. "School Cuts Distress Framingham," Sunday Telegram, Worcester, Massachusetts, May 20, 1979, p. 25A.
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23. Personal Interview with Lynn Ann Reagan.
24. Dave Funkhouser, "Teachers Rated 'Pass-Fail' to Decide Layoffs Next Year," Middlesex News, June 7, 1979, p. 1B.
25. Jim Grossberg, "Benson Rating of Teachers Challenged," Middlesex News, June 14, 1979, p. 1B.
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28. Personal Interview with Lynn Ann Reagan.
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33. Nancy J. Swidler, "School Board Fails to Pass Test," Middlesex News, June 24, 1979, Editorial Page.
34. *op. cit.* "School Board, Teachers Fight."
35. "Hard Decisions Ahead," Middlesex News, June 29, 1979, Editorial Page.
36. "Superintendent Asks Support for Evaluations," Middlesex News, July 3, 1979, p. 1B.
37. *ibid.*
38. Roberta Weiner, "Parents Protest Lay-offs," Middlesex News, August 2, 1979, p. 1A.
39. "Barber Wants to Switch Vote on 20/80 Rating," Middlesex News, August 2, 1979, p. 1B.

40. Linda Abrahams, "Vote of Confidence Taken," Middlesex News, September 4, 1979, p. 1B.
41. Robert Melton, "Framingham Education System Sick, Teacher Says," Middlesex News, December 5, 1979, p. 1A.
42. Robert Melton, "Benson Layoff Plan Not the Best," Middlesex News, September 7, 1979, p. 1B.
43. *ibid.*
44. *ibid.*
45. *ibid.*
46. Personal Interview with Lynn Ann Reagan and Roberta Weiner, "Evans: Defends Current School Board Stands," April 4, 1980, p. 1B.
47. Roberta Weiner, "Teachers Say Remarks about 80/20 Damaging Morale," Middlesex News, April 7, 1980, p. 1B.
48. Joyce Lundberg died in April of 1982.
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50. *ibid.*
51. *ibid.*
52. Roberta Weiner, "Gallagher Says Seniority to be Decider," Middlesex News, September 3, 1982, p. 1B.
53. *ibid.*
54. *ibid.*
55. Roberta Weiner, "New Contract Bases Layoffs on Seniority," Middlesex News, October 31, 1980, p. 1B.
56. Personal Interview with Lynn Ann Reagan.
57. Private Conversation with John Lucey, Director of Personnel.
58. Personal Interview with Lynn Ann Reagan.

The Case of the Somerville Reduction in Force Dispute

Somerville is a city of roughly 77,372 predominantly white, working class people in the Boston Standard Metropolitan Statistical Area, SMSA. Currently, Somerville's minority population is only four percent with two percent being black and two percent Hispanic.¹ Somerville's population has decreased by approximately 12,000 people in the last decade.² As the City's population declined, so did Somerville's school population. In 1970, Somerville public schools enrolled 13,500 students. In 1980, only 8,500 children attended the public schools.³ The Somerville School Department administers the City's traditional, academic schools and a trade school at the high school level. Somerville also has a junior and senior high alternative school, but these schools are administered by the Somerville Community Youth Agency. The alternative schools are designed for children with a broad range of academic, social and emotional needs.⁴ Some 30 students attend the Next Wave Alternative Special Needs Junior High School⁵ and 60 students attend the Full Circle Alternative Special Needs High School.⁶ It is estimated that another 2,000 Somerville children attend parochial or private schools.⁷

Somerville's schools were greatly affected by Proposition 2 1/2 cutbacks. The school budget decreased by

\$2.5 million, from \$20.9 million to \$18.4 million.⁸

The school budget comprised 45 percent of city expenditures in fiscal year 1980,⁹ and in fiscal year 1977, the proportion was 55 percent.¹⁰

While Somerville's expenditures for schools decreased due to Proposition 2 1/2, School Superintendent Urban Leavitt contended that Somerville's school budget was already among the lowest in the state well before Proposition 2 1/2.¹¹ Its per pupil expenditure of \$1538 per pupil is well below the state average of \$1756 per pupil and one of the lowest for similarly sized cities in the Boston SMSA.¹²

In order to achieve \$2.5 million in cutbacks, approximately 100 full-time teachers, 45 tenured and 55 nontenured, were laid-off.¹³ Somerville's teaching force was reduced from 655 to 555 full-time teachers.¹⁴

Lay-offs of nontenured teachers were accomplished without any dispute. Chapter 71, Section 42 of the Massachusetts General Laws states that nontenured teachers shall be laid-off before tenured teachers if said teachers are qualified to fill the nontenured position. Most nontenured teachers were laid-off, but some were retained in departments such as bi-lingual education.¹⁵ However, management and labor had to renegotiate the method used for laying off tenured teachers. Initially, the two parties reached an agreement on the criteria for laying off teachers, but a dispute arose over the inclusion of

administrators in the teachers' seniority system.

Collective Bargaining History and Structure

Since 1972, labor negotiations have generally been conducted with a fair amount of cooperation. There have been no impasses or strikes during negotiations. In 1971, the Somerville teachers staged a strike in protest of extending the secondary education schedule from a six period to a seven period day. The Somerville Teachers Association (STA) eventually accepted the seven period schedule, but not with the secondary teachers support. According to STA President Robert Murphy, secondary teachers believed that the union was not militant enough.¹⁶ In 1973, a small MFT local union with secondary teachers support challenged the STA for the right to represent Somerville's teachers, but lost by a small margin.¹⁷ The same MFT local challenged the union again in the late 1970's, but again lost by a small margin. The members of the MFT local have now joined the STA.¹⁸

Negotiating for the management team is the Assistant Superintendent for Personnel, Daniel Macero, and Spencer Tobin, the attorney that also represented the Framingham School Committee until April of 1982. Both Macero and Tobin have negotiated for the Committee since collective bargaining began in Somerville in 1967. Before negotiations begin, the management negotiators submit a bar-

gaining proposal to the School Committee and request their input.¹⁹ While the School Committee participated in developing bargaining policy, members seldom attended the actual bargaining session.²⁰

On the union side, the MTA field representative was the key negotiator.²¹ President Robert Murphy and six other members of the STA Executive Board directed him.

The Dispute

On April 6, 1981, the School Committee passed its budget for fiscal year 1982. When lay-offs became imminent, President Murphy asked the School Committee to reopen the contract to change the reduction in force criteria. The STA's contract with the Somerville School Committee stated that lay-off decisions would be based on five criteria: certification, area of competence, attendance record, evaluations and contribution to the school system.²² President Murphy claimed that the union felt that the criteria was too subjective and arbitrary.²³ Specifically, Murphy contended that evaluations vary from school to school and the criterion "contribution to the school system" had never been clearly defined.²⁴

Management agreed to reopen negotiations. While Macero contends that school administrators would have liked to have used the criteria, they felt it would be legally difficult to defend a lay-off procedure using

the existing criteria.²⁵ Legal defense would have been difficult because the existing criteria and evaluation system were too subjective.²⁶ Somerville's evaluation system was used to improve the quality of the teacher's performance, not compare teachers using a common set of factors. Furthermore, Macero noted that management had never constructed a reduction in force implementation procedure using the criteria. Instead, management had reduced its teaching staff through attrition and denial of tenure to any elementary teacher since 1975. Somerville could not incur the legal expense of lawsuits, especially due to budget cutbacks caused by Proposition 2 1/2.²⁷ Also, Macero noted that Framingham's School Committee had not been successful in implementing a reduction in force procedure using similar criteria to Somerville's. Somerville management did not want to contend with turmoil in its school system for a battle that they would probably lose.²⁸

Negotiations to change the reduction in force criteria began in mid-April under a time deadline. The school administration had to deliver notifications of possible lay-offs to 45 tenured teachers before May 20 to comply with the current contract provision that teachers must be notified thirty working days in advance of a possible lay-off. If the School Department missed the deadline, it would have to pay the laid off teachers'

salaries for the month of September. The Proposition 2 1/2 budget was already financially tight. The School Department could not afford to miss the deadline.²⁹

As the deadline for sending out lay-off notices neared, it appeared as though the STA and management agreed on new reduction in force criteria. Initially, the STA's position was that teacher reductions should be based on straight seniority.³⁰ Management retorted that it was not opposed to seniority being used as a criterion, but a system of straight seniority might result in the whole math or English department's elimination. Thus, management proposed that lay-offs be based on seniority within a teacher's discipline to retain the school system's complete curriculum program. Discipline was defined as the area of teacher certification, i.e. elementary or secondary teaching certificate, and department in which the teacher taught during the 1980-1981 school year.³¹ The union agreed to this criteria with an additional provision: a more senior teacher could bump a less senior teacher in another discipline if the senior teacher was certified in the discipline and had taught in the discipline for two years or completed graduate courses applicable to the subject or received a raw score of 600 or better in the subject matter in the area exam of the National Teacher Examinations.³²

The STA took the proposed revisions back to the full STA Executive Board on Thursday, May 14, 1981. While the

Executive Board supported the revised reduction in force criteria, it could not accept another provision in the agreement.³³

Another issue prohibited the two sides from reaching an agreement. Management demanded that laid-off administrators have the right to bump teachers with less seniority if the administrators were certified in their discipline. Administrators' seniority ranking would be determined by their continuous years of service in the Somerville system both as an administrator and a teacher.

Macero explains that management took this position because they believed most administrators had been "excellent" teachers before assuming management positions. Administrators had served the system well and deserved to remain in the system if a position was available that they could fill.³⁴

The STA objected to administrators bumping teachers for several reasons. First, President Murphy contended that administrators were not included in the STA's bargaining unit. Until 1979, administrators and teachers had both belonged to the same union, the STA. The STA's bargaining unit represented both teachers and administrators. The MTA suggested that administrators form their own bargaining unit because administrators and teachers sometimes had conflicting interests. Administrators were often the teachers' managers. Murphy insisted that administrators and management could not unilaterally

agree that administrators had the right to bump teachers. Murphy believed that the STA should be involved in any negotiations concerning laid-off administrators' bumping rights.³⁶

Second, Murphy added that conflicting legal opinions indicated that it might be illegal for administrators to bump teachers if they were not in the same bargaining unit. If administrative bumping was illegal, then the STA had to object to this provision in the agreement or the union could be liable for failure of representation of its members.³⁷

Finally, the bumping procedures the administrators had to follow were more liberal than those of the teachers. For example, administrators could bump any teacher if the administrator had seniority and the proper certification; while a teacher could not bump another teacher with less seniority unless there were no other vacant positions in the entire system that the senior teacher was qualified to fill.³⁸

Management and labor were now at odds. The STA Executive Board failed to vote on the package and instructed its bargaining team to resume negotiations. However, time had expired for the management. Lay-off notices had to be delivered by Monday to comply with the contract's thirty day notification period.⁴⁰ Over the weekend the school central administration asked the School Committee for approval to send out lay-off intention

notices. Approval was granted.⁴¹

The central administration was not sure of which criteria to use in constructing a lay-off list. Since no agreement had been reached and if no agreement was reached, lay-offs by seniority within discipline could be challenged as illegal by the STA or grieved by an individual teacher because the criteria was not part of the contract. On the other hand, if an agreement was reached, then lay-offs by the existing criteria could be challenged as well.⁴² To address both possibilities, the Administration decided that it would send out 90 notifications to two different groups. One group's notifications would be based on the existing criteria and the other group's on the seniority within discipline criteria.⁴³ Superintendent Leavitt contended that the two sets of lay-off notices would give both sides greater flexibility and allow the Committee to continue negotiations on changing the criteria.⁴⁴

In order to send out notifications based on the existing criteria, the Administration had to hastily construct a procedure for evaluating teacher performance and contribution to the school system. Over the weekend, each principal was asked to subjectively give points ranging from zero to fifteen to each teacher on their performance and contribution to the school system over the last three years. Points were also given for attendance record and equal points were given to all teachers for

certification.⁴⁵

When notifications were delivered to 90 teachers on Monday, May 19, the STA leadership was caught by surprise. The STA was not informed beforehand that lay-off notifications would be delivered. Union leaders believed that the reduction in force procedural issue would be resolved before any lay-off notifications were delivered.⁴⁶ Murphy was also angered because teachers were not informed of the reason for the notification. President Murphy proclaimed,

"Teachers with up to 34 years in the system went home today wondering why? Was it because they didn't participate in telethons or ride their bike up and down city streets? We have been candid and above board all year. If nothing else, we deserved a phone call today. The process over the weekend was hastily put together. The midnight oil was burned. It's difficult for me to put into words the contempt I felt this afternoon. We have tried to do everything in the public forum and this is the reward we get. Frankly, I'm outraged."⁴⁷

School Superintendent Leavitt replied that the Department had no choice and it was not a pleasant task.⁴⁸ He added,

"The reason we did not tell Mr. Murphy was so that the STA could not take legal action to stop a process which was absolutely vital to the School Committee."⁴⁹

Also, the notices were only a notification that the teacher may be laid-off. Leavitt assured the STA that no lay-offs would be finalized until the teacher had a hearing with the School Committee and the Committee finalized the decision.

School Committee members were also confused by the administration's weekend notices. While the Committee approved the deliverance of lay-off notices, some believed that the lay-off notices would be based on the existing criteria. Committeeman John Buonomo said,

"Based on what I was asked to vote on, I believed that letters would be going out based on the existing contract. I had no idea that two lists would go out . . . I think the way it was handled was extremely unprofessional."⁵⁰

Committeewoman Jehlen added,

"People getting the seniority notices thought they were being told they were no good. It was a mess."⁵¹

On the same Monday evening, the School Committee held a regular meeting. About 200 teachers appealed to the School Committee to redress the wrongs that had been done that day.⁵² In turn, some of the School Committee members criticized the administration for sending out notifications without forewarning the STA and without an explanation as to the criteria used to determine that the teacher might be laid-off.⁵³ The Committee moved to quickly resolve the dispute.⁵⁴

The Committee entered into executive session that evening and asked the STA to join them. The STA began directly bargaining with the Committee. Out of this meeting, the Committee agreed to release the criteria lists with accompanying point scales for determining lay-offs to the the STA leadership.

Later that week, another bargaining session was held

between the STA and the Committee, Daniel Macero and Spencer Tobin. Still, the main issue that was preventing an agreement was the administrators' bumping right issue. The School Committee emphasized to the STA that laid-off administrators' right to bump teachers was the School Committee's policy and they would not rescind their decision. Furthermore, Committee member John Buonomo believed that management could make an agreement with the administrators unilaterally as long as their contract with the STA did not specifically state that administrators could not bump teachers.⁵⁵ The Committee also argued that until 1979 the STA had represented administrators. The STA might have trouble legally contending that administrators, who had been dues paying STA members for several years, should be totally disregarded in a system wide bumping procedure.⁵⁶

While STA President Murphy still believed that a clear legal opinion on laid-off administrators' bumping rights had not been rendered, the STA accepted the Committee's decision with a qualification of objection.⁵⁷ The agreement stated that reduction in force procedures would be based on a teacher's seniority within a given discipline. Also properly certified teachers could be retrained to transfer into different disciplines.

Murphy was pleased that the reduction in force criteria had been changed to a set of criteria that was more acceptable to the union.⁵⁸ Furthermore, Murphy

was relieved that the uncertainty over which set of lay-off notices would be used had been resolved. The uncertainty of the situation and the membership's unhappiness with the entire set of events prompted the STA to agree to a reduction in force procedure that they did not totally accept for legal reasons.⁵⁹

Macero adds that when lay-offs using the criteria of seniority within discipline proceeded, only two teachers out of a total of 555 complained about their teaching placement because they believed it was not within their discipline as defined in the contract. Macero believes that this low rate of complaint indicates that the administration was successful in implementing the new reduction in force procedure.⁶⁰

In the end, only two laid-off administrators out of a total of 45 administrators in the entire system, bumped into a teaching position. Also, all 45 laid-off tenured teachers were recalled to service. The School Department had devised a career alternative option in which teachers could take a leave of absence for a year without losing their seniority. Forty teachers chose this option for various reasons including the opportunity to pursue another career or remain at home for a year with their families.

Footnotes for the Somerville Case

1. 1980 U.S. Census of Population information.
2. Information obtained from the Impact 2 1/2 Data Base.
3. Information obtained from interview with Assistant Superintendent Daniel Macero.
4. Laura Barrett, "Major Next Wave Changes Advised," Somerville Journal, July 16, 1981, p.1.
5. *ibid.*
6. Information obtained from the Full Circle School Staff.
7. Personal Interview with Patricia Jehlen, School Committee Member, and Robert Murphy, President of the STA.
8. Information obtained from Robert Murphy.
9. Information obtained from the Impact 2 1/2 Data Base
10. *ibid.*
11. Laura Barrett, "Officials Claim School Costs Low," Somerville Journal, February 5, 1981, p. 11.
12. *ibid.*
13. Laura Barrett, "City Teachers Protest Layoffs; Talks Resume," Somerville Journal, May 21, 1981, p. 1.
14. Personal Interview with Macero.
15. Personal Interview with Murphy.
16. *ibid.*
17. Personal Interview with John Buonomo, School Committee member.
18. Personal Interview with Murphy.
19. Personal Interview with Macero.
20. Personal Interview with Murphy.
21. Personal Interview with Murphy and Macero.

22. Agreement between the School Committee of Somerville and the Somerville Teachers Association Unit A, p.22.
23. op. cit. "Teachers Protest Layoffs."
24. ibid.
25. Personal Interview with Macero.
26. ibid.
27. ibid., also substantiated by Murphy.
28. Personal Interview with Macero.
29. ibid., and op. cit. "Teachers Protest Layoffs."
30. op. cit. "Teachers Protest Layoffs," p. 6.
31. Personal Interview with Macero.
32. Memorandum of Agreement between the STA and School Committee.
33. Personal Interview with Murphy, and op. cit. "Teachers Protest Layoffs."
34. Personal Interview with Macero.
35. Personal Interview with Buonomo.
36. Personal Interview with Murphy.
37. ibid.
38. ibid.
39. op.cit. "Teachers Protest Layoffs."
40. Personal Interview with Macero
41. op.cit. "Teachers Protest Layoffs."
42. Personal Interview with Macero.
43. ibid.
44. op. cit. "Teachers Protest Layoffs," p. 6.
45. Personal Interview with Macero.
46. op.cit. "Teachers Protest Layoffs."

47. John Connolly, "School Board Hit for Methods Used in Teachers Layoffs," Boston Herald America, May 19, 1981.
48. op. cit. "Teacher Protest Layoffs."
49. ibid.
50. ibid. p. 6.
51. ibid.
52. Laura Barrett, "Accord Reached on Teacher Layoffs," Somerville Journal, May 28, 1981, p. 1.
53. ibid.
54. Personal Interviews with Buonomo and Jehlen.
55. Personal Interview with Buonomo.
56. Personal Interview with Macero.
57. Personal Interview with Murphy.
58. ibid.
59. ibid.
60. Personal Interview with Macero.

The Case of the Cambridge Reduction in Force Dispute

Approximately, 96,000 ethnically and racially diverse residents live in a six square mile area, making Cambridge the Commonwealth's fifth largest city and the fourth most densely populated city in the United States. Cambridge's population is increasingly becoming more heterogeneous. The city's minority population increased from 8.9 percent in 1970 to 17.7 percent in 1980; with Hispanic and Portuguese populations included, it is 20 percent.¹

Cambridge is also located directly across the Charles River from Boston. Cambridge's close proximity to Boston is attracting new office and commercial development. Economic development is also occurring because Cambridge is the home of Harvard University and the Massachusetts Institute of Technology (M.I.T.). Many businesses and research and development organizations locate in Cambridge to take advantage of the university population's skills and knowledge.²

Cambridge's city government has also grown. The City is noted for providing a wide range of city and school services. When Proposition 2 1/2 passed in Massachusetts, (Cambridge voters rejected Proposition 2 1/2 by a vote of two to one), city officials were faced with a \$13.7 million revenue loss. Though the city only had to cut its fiscal year 1981 budget by \$5 million due to increases in user

charge revenues and state aid, the schools bore a large share of the cuts. The school budget was decreased from \$39.3 million in fiscal year 1981 to \$36.7 million in fiscal year 1982.³ Even so, Cambridge public schools have one of the highest per pupil expenditure ratios in the state,⁴ \$2772 per pupil,⁵ almost twice the amount spent in the neighboring city of Somerville although the two systems school enrollments are roughly the same. The Cambridge school system does offer several different educational programs which may increase the costs of education in Cambridge. Cambridge has a combination of traditional academic schools and alternative, i.e. open classroom teaching, schools. Roughly 2,000 students attend Cambridge's alternative school programs.⁶

Cambridge public schools enroll roughly 8,300 students. Enrollments levels remained relatively stable until fiscal year 1979 when 9,200 students attended the school system. In fiscal year 1981, student enrollment dropped to 8,800.⁷

In order to meet its \$2.6 million budget cut, the Cambridge School Committee reduced its teaching staff by 130 positions, its administrative staff by 15 positions, and the rest of its staff by 92 positions.⁸ The teaching staff had already decreased over the last six years, from 982 in fiscal year 1976, 800 in fiscal year 1981 and finally 670 in fiscal year 1982.⁹ Teaching staff reductions had previously been handled through attrition.

In 1981, teachers had to be laid-off. A reduction in force dispute occurred over the method used to lay-off teachers.

Collective Bargaining Structure and History

As in the two other cases, the management's primary negotiating team is headed by an administrator, Oliver Borwn, Assistant Superintendent for Business Affairs. An attorney, Duane Batista, regularly sits on the team as well. The School Committee is also actively involved in determining bargaining strategy and policy. Brown reports back to the Committee regularly for input, and policy decisions.¹¹

The Cambridge Teachers Association (CTA) bargaining unit is headed by its eight year President, Roland LaChance, and completed by representatives from elementary and secondary education programs. An MTA representative also negotiates directly with management for the CTA. Historically, negotiations have been hard fought.¹² Since 1976, the three contract negotiations for multi-year contracts have resulted in the CTA reaching an impasse with the management negotiating team. In all cases, the Committee had to directly negotiate the final contract with the CTA. During negotiations for the contract for fiscal year 1981 through 1982, negotiations were tougher than usual.

After 22 sessions, management and labor had reached an impasse.¹³ The major issues remaining were wage increases and the addition of an extra period to the high school teaching schedule. A professional mediator was called in on September 5, 1980. On September 21, with little headway made, the teachers launched their first job action.¹⁴ in Cambridge school history by engaging in a work-to-rule order.¹⁵ In the teachers' work-to-rule action, they only fulfilled the specific work requirements and hours of duty contained in their contract. After school meetings, extracurricular activities, club sponsorships, student conference sessions and extra classroom preparation time were eliminated.¹⁶ The work-to-rule action was in effect from September 22, 1980 to October 17, 1980.

Even though both parties maintained that the mediator had helped focus negotiations,¹⁷ differences still remained. Teachers set another bargaining precedent in Cambridge by giving the CTA bargaining unit the right to call a strike.¹⁸

Since the mediator was unable to resolve the impasse, CTA President LaChance decided to end-run Brown and directly negotiate with the School Committee.¹⁹ In a couple of all night bargaining sessions, the CTA and three School Committee members, reached an agreement. According to the Cambridge Chronicle, neither side claimed a victory.²⁰

Prior to the passage of Proposition 2 1/2, the CTA expressed concern about the impact budgetary cutbacks and declining enrollments would have on teacher levels. If lay-offs were necessary, the CTA wanted to make sure that recall procedures would be conducted by seniority with retraining provided if necessary.²¹ The management negotiators countered that management needed flexibility to meet its affirmative action hiring goals, preserve the integrity of its programs and take performance evaluations into account.²² The two sides discussed recall procedures but not reduction in force procedures. It was agreed that seniority would be the basis for rehiring but that the first fifty percent of "hire-backs" would alternate between the minority recall list and the general seniority recall list. Also, the school department would maintain its flexibility and discretion to preserve "program integrity."²³ The term, program integrity, was not defined in the contract.

The Dispute

CTA President LaChance believed that the reduction in force clause contained in the contract since 1975 was clear,

"No tenured teacher shall be laid-off as a result of a reduction in force if that tenured teacher is qualified for a position occupied by a teacher with less seniority in the Cambridge School System."

LaChance and the CTA leadership interpreted this clause to mean that lay-offs would be conducted by strict seniority if the teacher was properly certified.²⁴ When the CTA agreed to the clause, LaChance contends that management agreed that the term "qualified" meant the same as certified.²⁵ Oliver Brown retorts that the CTA had been misinformed by the MTA on this interpretation.²⁶

Management countered that the term "qualified" is an ambiguous term and can be interpreted in several ways. "Qualified" may mean having the most senior status, or having the best teaching record and performance evaluations, or meeting minimum standards.²⁷ Management contended that it was the Committee's policy making right to determine the definition of "qualified" to enable management to meet the system's educational objectives and policies.²⁸ Committee member Sara Mae Berman also contended that legally the School Committee, also had the right to determine the definition of "qualified."²⁹

In March, parents of the alternative school children expressed their concern about the effect lay-offs by seniority would have on the alternative schools teaching staff. The parents estimated that nearly 75 percent of the teaching staff would be laid-off due to the fact that most of the teachers were young and lacked seniority status.³⁰

On April 21, 1981, by a 5-0 vote the Committee decided that "qualified" meant that teachers had to meet minimum standards which included certification, teaching experience and special skills or qualifications. Specific standards were necessary to ensure that "qualified" teachers were available so the school system could continue to offer a broad range of programs and continue its effort to achieve racial balance.³¹

In late April, the department sent out 373 notifications of possible lay-off.³² School officials determined these lay-off notices on the basis of minimum standards. To ensure that teachers were qualified, the administration had divided the system into 27 channels according to program areas, disciplines, and grade levels. It attached specific teaching requirements plus three years of experience to each channel.

At that time, CTA leaders realized that the channel system protected certain people, especially minority teachers and alternative school teachers. LaChance claimed that management was exercising too much discretionary power, particularly in filling teaching positions in the alternative programs.³³ Furthermore, LaChance contended that traditionally trained teachers could be retrained to teach in alternative school programs, but teachers could not qualify for those positions because of the three years of experience requirement.³⁴

Two hundred teachers staged a mock funeral procession

to the next school committee meeting to protest the method of lay-offs. Conflicts arose between minority and white teachers. The union that had fought management together last year was splitting apart.³⁵ Teacher factions formed, made up of minority teachers, alternative school teachers and nonminority traditionally trained teachers.³⁶

The Committee elaborated on their position and contended that not all teachers were equally qualified for all positions. Notably, alternative school teachers and traditional teachers did not have identical skills or experience, though they might have the same teaching certification. Traditional school teachers could not automatically transfer their skills to the open classroom setting.³⁷

Alternative school children's parents had clout³⁸ within the present school committee which was dominated by members of the Cambridge Civic Association (CCA). CCA members had been the traditional advocates of alternative schools. Also, Superintendent Lannon was concerned that as many as 500 children might be withdrawn from the Cambridge school system if the alternative schools were drastically changed.³⁹

Another group that the Committee considered in defining the term "qualified," was the minority student and teacher population. The Committee believed that to meet the system's educational objective of providing the

system's roughly forty percent minority student population with access to minority teachers, no minorities could be laid-off.⁴⁰ Thus, race was considered a special qualification. In fact, school officials could not lay-off minority teachers, who constituted only 11 percent of the teaching positions, without violating the 1970 voluntary affirmative action plan of employing 20 percent minority teachers in the Cambridge school system.⁴¹

In March, the School Committee had strengthened its position on no minority lay-offs when it passed a voluntary desegregation plan for the system. Contained in the plan was a provision that qualified minorities could not be laid-off unless the school department or program still reflected the racial composition of the city.⁴²

The CTA filed a grievance with the School Committee that the lay-offs violated the contract's reduction in force clause. Still, the CTA claimed that the clause mandated that lay-offs be determined by seniority. In August, the Committee voted against the grievance by a 5-1 vote with Independent Donald Fantini registering the dissenting vote.

The CTA then resorted to the legal arena to try to stop the reduction in force procedures. However, the CTA was unsuccessful when a Federal judge decided not to rule on an injunction to halt the lay-offs.

In September when the CTA lost the ruling on its injunction, the CTA agreed to discuss the reduction in force issue with management negotiators. During the first meeting, LaChance contends that management viewed any conciliatory stance by the CTA as a sign of weakness. Talks that began in an atmosphere of little trust, quickly were discontinued.

Next, the CTA filed a law suit in U.S. District Court, October 20, 1981, against the reduction in force policy used by the Committee. The CTA cited the Committee for being in violation of the contract and favoring minority teachers.

Meanwhile, a group of minority teachers, minority students and their parents filed a cross complaint against the Committee and the CTA. The group, which has become known as the intervenors, charged the CTA with not representing minorities fairly. Since 1975, there had not been a minority member of the CTA executive committee. Also, the intervenors charged the School Committee with not demonstrating its "good faith" in meeting the 1970 affirmative action goal of 20 percent minority teachers.

The CTA protested the minority intervenors' case on the grounds that the CTA's suit involved a contractual issue between the CTA and the Committee, not affirmative action policy. However, the court did not dismiss the intervenors' case. Their right to intervene was upheld.

Management and the CTA had reached an impasse that either would be resolved through the courts or through a change in the union's or Committee's stance.

A change in the Committee's position did occur after school committee elections were held in November, 1981. During the dispute the Committee had five members affiliated with the CCA and two members affiliated with Cambridge's other major political organization, the Independents. The CCA is traditionally representative of liberal, well educated and professional city management constituencies. The CCA supports alternative school, affirmative action and merit personnel systems that include performance evaluations as a criterion for lay-offs. The Independents tend to represent the more conservative, less educated and working-class constituencies in the city. Historically, the Independents have supported unions including the CTA.

After the fall elections, the political composition of the Committee changed. Now, three members are affiliated with the CCA; three members belong to the Independents; and the Committee's chairman, Mayor Alfred Vellucci is independently affiliated though his strongest base of support comes from the Independents. The new committee is more concerned about the impact of lay-offs on senior teachers. They are seriously considering the CTA's argument that program requirements and years of experience to transfer channels needs to be lessened.⁴³ The CTA wants the elimination of the channels as well.

After the new school committee assumed office in January of 1982, one of the first issues addressed was the 1981 lay-off dispute. The Independents were concerned about the effect of the r.i.f. procedure on senior teachers, while CCA members wanted to avoid resolving the dispute in the courts. As the School Committee discussed the issue, Committee member Glenn Koocher explains that it became clear to the whole Committee, that they may be dealing with a complex, civil rights issue. The Committee could not unilaterally accept a straight seniority reduction in force system or abrogate its 1970 affirmative action policy without its regression being interpreted as having a segregative and discriminatory intent. Koocher cited cases in Denver and Detroit in which school committees became legally vulnerable when they rescinded previous affirmative action decisions.

The Committee was also concerned about the incurred and future expense of resolving the dispute through the legal system.⁴⁴ The Committee had already spent \$200,000 in legal fees. The Committee began to look for ways to resolve the issue out of the courts. The Committee decided that the most promising alternative was to construct a mediation process in which all three parties, the CTA, intervenors and Committee, participated. The critical role of facilitating discussion between the parties and enlisting their cooperation in the dispute

was handed to Mayor Vellucci.

A multi-step mediation process was devised. James J. Healy, an arbitrator from the American Arbitration Association, would move back and forth and between parties to try to form an agreement that all parties could agree to. Then the parties would meet for direct negotiations. Mediation sessions began on March 27, 1982.

First, the School Committee members tried to derive their own position. It was decided that the minority issue would be addressed first, and then the Committee would discuss the term "qualified" with the Committee. One member, Jane Sullivan, wanted lay-offs to proceed by straight seniority. Other members countered that straight seniority would be legally troublesome because it would constitute a regression of the Committee's affirmative action policy. Vellucci pointed out that while minority students and teachers' rights needed to be protected, nonminority, senior teachers deserved to be treated fairly as well. A major break came when Independent Committee member Alfred Fantini indicated that he might favor retaining all minorities in the system. Eventually, the Committee agreed that it would retain all minority teachers.⁴⁵

Vellucci, Fantini, and Sullivan and Assistant Superintendent Joseph Sateriale delivered the statement of the Committee's position to the CTA. These committee

members delivered the statement to make it appear like the position had come from the Independents.

While the CTA was unwilling to initially protect all minority teachers, it changed its position when Vellucci, Fantini and Sullivan made it clear to the CTA that it was also willing to construct a mechanism to protect nonminority teachers.⁴⁶ In what Attles has since described as a 90 percent change in the CTA's position, the CTA decided to freeze the minority percentage at 10.6 percent.⁴⁷

Meanwhile, Healy had presented the Committee's position to the intervenors. The Committee believed that the intervenors would either be satisfied with the Committee's position, view it as a Trojan horse or try to overreach.⁴⁸ The intervenors did not immediately respond.

Mediation resumed the following day. Mayor Vellucci began by informing the CTA that the School Committee had the right to set policy for determining qualifications. If the union disagreed, then he would set aside \$200,000 in the school budget for legal fees and discontinue the mediation sessions. At the same time, Vellucci assured the CTA that any reduction in force procedure the Committee devised would be discussed with the CTA before implementation. Koocher believes that the CTA accepted this position because the union believed the present Committee would be more agreeable to designing a reduction in force procedure by seniority.⁴⁹

Mediation sessions also began to focus on the issue of compensating the senior teachers that were displaced last year by minority teachers with less seniority. The School Committee was gambling that the City would pass the override measure and no teachers would have to be laid off. The mediator urged caution in extending the settlement for more than a year because the Committee could not be sure of financial conditions in future years. Some discussion was also given to the issue of defining the term "qualified." However, the Committee was not willing to rescind its policy making right to determine qualifications. They were willing to engage in discussions with the CTA to reach a mutually acceptable definition of the term "qualified" if the need ever presented itself.⁵⁰

During the third day of mediation sessions, the CTA and Committee directly negotiated and reached an agreement. The agreement was that all nonminority teachers that were displaced by minority teachers would receive a \$2,500 lump sum payment if they returned to the system, be restored to a teaching position and be allowed to accrue seniority from the point that they were dismissed from the system. Further, any nonminority teachers that were displaced by less senior minority teachers in fiscal year 1983 would be protected. These teachers would receive their full year's wages and an attempt would be made to place them in a teaching position. Teachers

could also qualify for different positions in the school system if they took either courses or workshops in the applicable subject matter.

After the Committee and the CTA reached an agreement, the intervenors had to make a decision if the agreement satisfied their demands. The intervenors wanted the Committee to make further concessions. The Committee offered to adjust its affirmative action goal from 20 percent to 25 percent and guarantee that not less than 50 percent of the new positions that had to be filled through new hirings over the course of the next year would be filled by minorities.⁵¹ The intervenors reported that they would take this position back to their clients for further review.

At the School Committee meeting the following Monday, the intervenors attorney asked that the Committee convene into an executive session for further negotiations. Koocher objected and requested that further discussions on this issue be discussed in the public forum. Charles Johnson, one of the intervenors' attorneys, retorted that this was yet another manifestation of Koocher's intent not to resolve the issue. Koocher countered that he felt that the intervenors' attorney were overreaching in their demands, that they did not have a solid legal case against the Committee and that the only reason Johnson and the other attorneys were

continuing their demands was to enhance their legal careers.⁵² The Committee decided to convene into executive session.

During the session, the intervenors demanded that for any position that became vacant in the school system over the next year, it would be filled by a minority and the CTA recall list would be bypassed.

Janice Campbell, one of the intervenors' attorney stated,

"We're really concerned about whether the policy on future hiring means that no minorities ever get hired if people are still being laid off, if there's no mechanism for hiring minorities from outside the system while people are being recalled."⁵³

The Committee rejected the intervenors' proposal. Roland LaChance stated that the CTA would not accept bypassing of its members on the recall list.

After several proposals of a similar nature had failed, the intervenors agreed to the 25 percent affirmative action goal and 50 percent new hires being minority, as their part of the bargain.

The CTA membership accepted the agreement reached between the Committee and the CTA by 64 percent margin.

On May 20, 1982, both the CTA and the minority intervenors agreed to drop their lawsuit against the School Committee.

Cambridge Case Footnotes

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2. Jan Lawrence, "Impact 2 1/2 Case Study: The City of Cambridge," Impact 2 1/2 Project, MIT, Cambridge, Ma., 1982.
3. Cambridge School Department, Fiscal Year 1983 Proposed Budget, March 1982, p. 8.
4. Interview with Superintendent William Lannon.
5. Laura Barrett, "Officials Claim School Costs Lows," Somerville Journal, February 5, 1981, p. 11.
6. Personal Interview with Oliver Brown
7. op. cit. Cambridge School Department, p.9.
8. ibid. p. 10.
9. ibid.
10. Personal Interview with Oliver Brown
11. Personal Interview with Henrietta Attles and Glenn Koocher
12. Personal Interview with Brown.
13. "Mediation Predicted for Teachers," Cambridge Chronicle, September 4, 1980, p. 1.
14. A job action is an action union members effect at the workplace to express their dissatisfaction with the course of events in the collective bargaining environment.
15. "Teachers Launch first Job Action," Cambridge Chronicle, September 25, 1980, p.1.
16. ibid.
17. ibid. p. 5.
18. Pamela Varley, "Teachers Give Team Power to Call Strike," Cambridge Chronicle, October 16, 1980, p. 1.
19. Personal Interview with Roland LaChance.
20. Pamela Varley, "Teachers to Consider New Pact," Cambridge Chronicle, October 23, 1980, p. 9.
21. Pamela Varley, "CTA Meets Today on More Action," Cambridge Chronicle, October 9, 1980, p. 11.

22. Ibid.
23. op. cit. "Teachers Give Team Power to Call Strike," p. 9.
24. Pamela Varley, "School Department and CETA Debate Lay-off Rule," Cambridge Chronicle, January 15, 1981, p. 3 and 13.
25. Personal Interview with LaChance
26. Personal Interview with Brown.
27. *ibid.*
28. *ibid.*, also Attles and Koocher.
29. Personal Interview with Brown; Sara Mae Berman, "What lay-off pact will mean to you," Cambridge Chronicle, March 12, 1981, p. 2.
30. Pamela Varley, "Lay-offs scored," Cambridge Chronicle, March 12, 1981, p. 2.
31. op.cit. "Teacher Seniority Clause Tempered."
32. "Teachers smitten with pink flue after lay-off slips," Cambridge Chronicle, April 28, 1981, p. 1.
33. *ibid.*, p. 4A.
34. Personal Interview with LaChance.
35. *ibid.*
36. *ibid.*, also Koocher and Lannon
37. Personal Interview with LaChance and Attles.
38. *ibid.*, also Lannon.
39. Personal Interview with Lannon.
40. Personal Interview with Koocher and Attles.
41. Personal Interview with Attles.
42. Pamela Varley, "Board OKs deseq plan," Cambridge Chronicle, March 5, 1981, p. 8.
43. Personal Interview with Attles.
44. Personal Interview with Koocher.

45. Glenn Koocher's minutes of the mediation session.
46. *ibid.*
47. Personal Interview with Attles.
48. Koocher's minutes.
49. *ibid.*
50. *ibid.*
51. *ibid.*
52. *ibid.*
53. Lauren Merlin Walker, "Tentative Settlement of School Lay-off Case Seen," Cambridge Chronicle, April 8, 1982, p.1.

Chapter Four: Analysis of the Dispute Resolution Processes

In this section, the independent variables will be used to analyze why the dispute resolution process worked itself out differently in these three cases. Cambridge and Framingham will be analyzed by a two step process: reasons for the impasse and reasons for the resolution. In the Somerville case, the analysis focuses on the parties' ability to resolve the dispute quickly. After each case is examined, the cases will be compared to answer the study's initial question of why the process of resolving the disputes differ across communities.

The Framingham Case

Management's and the FTA's impasse in negotiations over reduction in force procedures can be explained largely by four variables: intraorganizational cohesion, the Superintendent's personality, legal factors and public support for the FTA's position.

First, the union was cohesively united against using performance evaluations as a criterion for reduction in force procedures. After the implementation of the 80-20 process, all FTA members recognized that the criterion was too open to manipulation and abuse.

Management was also cohesive as a majority of the School Committee and Superintendent Benson supported performance evaluations as a criterion for lay-offs. Management negotiations were centrally controlled by

the Superintendent as four of the seven committee members consistently supported his evaluation procedures.

Committee Chairman Greg Gallagher believes that to understand the dispute, it is necessary to realize the different dimensions and depths of Albert Benson's personality.¹ Gallagher described Benson as "charismatic, dynamic, bright, persuasive and good looking."² Physically, Benson is also a large man and could be intimidating. Over the eight years that Benson had administered the system, Gallagher contends that Benson had acquired a lot of power. FTA President Reagan adds that Benson was a brilliant, intelligent school administrator that took conflict too personally.³

Benson had built the Framingham school system during the 1970's when the town was growing and prosperous. When the school population started declining in the late 1970's, Gallagher believes that Benson overreacted. While not planning for or anticipating decline, Benson predicted that many more than ten teachers would have to be laid-off. When it became clear that not more than ten lay-offs would be needed, it was too late to change Benson's course of action. The reduction in force dispute had evolved into a test of his managerial authority and the majority of the Committee was willing to support his various evaluation procedures. Gallagher explains

the Committee's inaction in the following manner,

"One can only surmise that the school committee had allowed itself to become totally confounded by this entire scenario, and had, therefore, allowed the superintendent to run the show by default."⁴

With the Committee's support, the Superintendent did not have to compromise on his position. The Committee would approve any policy that he wanted. The combination of a submissive committee and a powerful superintendent produced an intransigent management position. Legally, the Superintendent had the authority to conduct lay-offs using the criterion of performance evaluations as well. He could hold his position on the grounds that he was only abiding by the terms of the contract.

Legal decisions and public support for the FTA seemed to reinforce the union's cohesion. The MLRB's decision against the Superintendent's right to unilaterally change the evaluation procedure reaffirmed that the union's position was legally defensible. Added support from the parents, public and press when the 80-20 system was implemented further bolstered the union's cohesion. However, all of this public pressure was still not enough to change the Committee's position.

Framingham's eventual resolution can be explained by management dissension the Superintendent and committee, and within the School Committee, the union's ability to influence committee members and interest group pressure on the Committee.

As a result of school committee elections in April of 1980, the political composition of the committee changed. Gallagher and Reagan contend that the change was largely due to a coalition of teachers and concerned parents campaigning against the 80-20 system's effect on the school system.⁵

Dissension appeared in the management ranks. No longer did the Superintendent have control of the Committee. Four of the seven members opposed the 80-20 system, though they did not necessarily oppose performance evaluations as a criterion for lay-offs.

Interest group pressure was a key factor instigating the Committee to change its position on the performance evaluation criterion. One group that applied pressure was the FTA. Over the past year, the FTA had evolved from a largely professional organization to a union of highly politicized activists.⁶ The FTA's concern about the destruction of the Framingham school system due to the 80-20 process was shared by two of the Committee newly elected members, Joyce Lundberg and Greg Gallagher. Since two of the committee members had been elected with teachers' support, the FTA's application of pressure to these members proved effective. The FTA had become a powerful interest group that was able to influence a majority of the Committee.⁷

Another important interest group in bringing new members to the Committee were school children's parents and other

concerned citizens. This group believed that its school system was being destroyed unnecessarily. For a grand total of ten lay-offs, teacher morale had plummeted, many good young teachers had resigned and great financial and mental resources had been wasted. Teacher morale was so low that their quality of performance was affected. So much effort was concentrated on legally defending the 80-20 system that little time was spent on planning for the future educational needs of the town.

In sum, a combination of union and public pressure, a deteriorating school system and two MLRC decisions against the Superintendent's evaluation systems convinced the newly elected School Committee that was more sympathetic to the union's concerns to change the lay-off procedure to a system that the FTA could accept.

The Somerville Case

Somerville's resolution occurred in two stages. First, the STA and management agreed that the criteria for determining reductions in force needed to be changed. Second, the two parties resolved their conflict over laid-off administrators' right to bump less senior teachers.

The ease of the first resolution can be explained by neither the STA nor the management's desire to use the existing lay-off criteria due to legal precedents and financial conditions. While the STA's junior members may have benefitted from a procedure based on performance

evaluations, rather than seniority, the Framingham controversy may have dissuaded any serious consideration of this option. Teachers publicly supported lay-offs by seniority because they believed a nonarbitrary, nonsubjective reduction in force procedure would be better for all teachers.⁸ Lay-offs by seniority would provide certainty during a period of great stress. The STA entered negotiations united on this issue.

Management was dissuaded from using the existing criteria due to legal precedents and the school system's financial condition. In hindsight gained from the Framingham dispute, management recognized that it would be legally difficult to implement a reduction in force procedure using the existing criteria. (By coincidence, Somerville and Framingham had the same Legal counsel, Spencer Tobin). In all of its lawsuits against the Framingham School Committee, the FTA had been successful. Macero stated that performance evaluations were an unworkable criterion for determining lay-off procedures.⁹

Financial conditions caused by Proposition 2 1/2 also convinced management that even if it wanted to use the existing criteria, it could not afford to. Legal expenses and the risk of further chaos in the school system were too great. Proposition 2 1/2 cutbacks were already forcing changes in the quality and administration of the school system that required management's attention and

the teachers' cooperation. A nonarbitrary, nonsubjective procedure would be in the best interest of the school system.

As for the second dispute, the deliverance of two sets of lay-off notices produced an exogenous shock to the bargaining process which triggered a resolution of the conflict regarding laid-off administrators' right to bump less senior teachers. The deliverance of the lay-off notices provoked a highly charged, emotional atmosphere. Neither management nor the STA wanted to contend with the uncertainty over which set of lay-off notices would be used. But in order to resolve the uncertainty, an agreement between management and the union had to be reached on the administrators' bumping rights issue.

The Committee wanted to resolve the dispute quickly. A majority of the Committee was sympathetic to the union's complaint against the method of delivering the lay-off notices and agreed that the process had been handled poorly. They wanted fair treatment for the teachers, especially when it appeared certain that lay-offs would occur according to seniority, not the existing criteria. Thus, the Committee offered to directly negotiate with the STA on the problems it had with the agreement.

The STA also wanted a quick resolution over which set of lay-off notices would be used. Due to the confusion, and the STA's desire to resolve the uncertainty,

President Murphy described the STA as more willing to compromise on the laid-off administrators' bumping rights issue.¹⁰ However, the STA may have been able to compromise because one of its major concerns had been addressed; its legal liability. The STA was concerned that it might be held legally liable by its membership for not representing their interest by allowing administrators from another bargaining organization to bump teachers. The STA had registered its objection to the procedure when it refused to approve the tentative agreement including that provision.

Finally, STA President Murphy credits the School Committee with bringing the dispute to a swift resolution. While, Murphy believes that the normal negotiating structure might have also been able to resolve the dispute, the intervention of the School Committee was an important factor. The Committee wanted to resolve the dispute quickly and it had the authority to compromise and approve a final agreement during the bargaining process.

The Cambridge Case

Key to understanding the management and the CTA impasse is the presence of intraorganizational cohesion. Management cohesively supported its position, while the CTA was experiencing dissension.

A five to two majority on the School Committee supported the minimum standards definition of "qualified."

They believed that this definition was necessary to preserve the diversity of the system's educational programs and policy objectives. Educational programs included maintaining the nature of the traditional and alternative school programs and meeting affirmative action goals and the system's desegregation plan. Management felt that a system of straight seniority lay-offs would jeopardize its programs and policy objectives.

The CTA leadership held a united stance as well, but they lacked rank and file support to exert pressure on management to change its position. The CTA's leadership had been dominated by white, traditionally trained teachers. No minorities or alternative school teachers were members of the CTA executive committee. In fact, many CTA members' interest were aligned with management's position as illustrated by the minority teachers' lawsuit against the CTA. The CTA was factionalized and had not internally solved its intraorganizational differences before it entered the bargaining arena. Management recognized that the CTA was factionalized and were able to take advantage of the CTA's weaknesses during negotiations.

Another important factor was interest group pressure on management. The School Committee was receiving support for its position from a key group of their supporters, the alternative school children's parents. These parents were well-organized, politically astute and

actively involved in the operation of the Cambridge school system. Parents were concerned that replacing alternative school teachers with traditional teachers would change the nature and quality of their children's educational experience. Parents were also concerned that they might lose their right to select teachers that they felt were qualified. Currently, these parents helped select the teaching staff, develop the curriculum and the classroom setting. Committee member Sara Mae Berman states,

"Parents who didn't have much input last year about who was assigned to their schools are beginning to realize how important that input is. Parents who were able to influence decisions on who came into their schools are prepared to fight to keep that right."¹¹

Although the minority intervenor's lawsuit against the CTA supported management's position on minimum standards, minority groups did not have the same clout as alternative school children's parents with the Committee. Minority groups did have strength, especially in the legal arena. Legally, Cambridge was justified in retaining minority teachers to meet the system's affirmative action goal of 20 percent minority teachers. This opinion was based on the decision from the Denver and Detroit cases, and the Boston school system case that stated minorities cannot be laid-off if it detrimentally impacts the racial balance between staff and students. Cambridge's school system was roughly forty percent minority students and

the students had the right of access to minority teachers.

The minority intervenors' lawsuit may have strengthened management's position and weakened the union's case.

The minority intervenors' case implied that the School Committee did have the right to set policy for determining the qualifications teachers needed to fill different program requirements. By not recognizing the validity of the minority intervenors' case, the CTA probably prolonged the impasse. Committee member Henrietta Attles claims that the CTA was being unrealistic on the minority issue and that retaining minority teachers should be a current, relative issue for a teacher's union.¹²

On the other hand, the CTA was not a powerful interest group with the Committee. The Committee's only minority member, Henrietta Attles, accused the CTA of not representing its minority teachers.¹³ Committee member Glenn Koocher claimed that the CTA's interests were selfish. He further added that the CTA was dominated by a group of teachers that were only interested in protecting their salary.¹⁴ The CTA was unable to influence the CCA dominated committee to change its position on the minimum standards reduction in force criteria.

Another factor that may have influence management to hold its position was the fear of losing approximately 500 white students if the alternative school program was changed. Another large drop in school enrollment might

force management to eliminate some of the alternative school programs that it had helped construct and were now financially efficient. If they lost the more highly educated, politically active parents then they would also lose a key group that could effectively lobby for Proposition 2 1/2 overrides which were vital to the future financial well-being of the Cambridge school system.¹⁵

Another factor contributing to the impasse was management and the CTA were not engaging in negotiations. Three factors -- construction of the reduction in force clause, history of impasse and clarification of reduction in force language during lay-offs -- explain the lack of bargaining.

First, the CTA believed that when they initially negotiated the reduction in force clause with management that the language was clear. CTA leaders contended that management's actions were in violation of the rules of "good faith" bargaining, i.e. management rescinded a verbal agreement made during negotiations.

Second, management was trying to clarify the reduction in force procedures while lay-offs were being processed. As noted in Chapter Two, clarification of contract terms when lay-offs are being processed is difficult. The union is likely to reject negotiations on this issue if they do not have clout with the present committee.

Third, bargaining during the contract negotiations for fiscal year 1981-1982 were costly. The normal bargaining structure had failed and a relationship of distrust formed. No action had been taken to repair these relations. With the CTA's great distrust for the central administration, the union may have felt that they would achieve more success in settling the dispute in the courts.

Thus, the collective bargaining structure was rarely used to discuss the issues. If bargaining was not occurring, then it is not surprising that the parties were unable to work toward a resolution. When the CTA and management did engage in negotiations after lay-offs had already occurred, bargaining ended almost as soon as it had begun. Negotiations resulted in an impasse for the second year in a row.

An important factor in explaining Cambridge's resolution is a change in intraorganizational cohesion for management and the union. Management became less cohesively supportive of the minimum standards issue and more willing to address the CTA's concerns; while the CTA became more cohesive and also more willing to address management's concerns. Other factors include new leadership, financial conditions and a new bargaining structure.

Management dissension on the minimum standards criteria was precipitated by the school committee elections

in November of 1981. A committee was elected that tended to be more representative of union interests, including the CTA. Interest groups, such as the alternative school children's parents did not have the same clout with the new committee. However, the Committee was not prepared to accept the CTA's straight seniority lay-off criteria because they believed that minorities legally had the right to have access to minority teachers.

While the whole committee was still determined to define the term "qualified" in a manner they felt achieved the system's educational objectives and policies, the Committee was concerned about the previous year's policy on senior teachers. The Committee was willing to re-examine the 27 channels, years of experience needed to switch channels and retraining programs for teachers teachers to move into different disciplines. The Committee also had the authority to negotiate a compromise.

The CTA also began addressing some of its intra-organizational differences. Two minority members were elected to the CTA's fifteen member executive committee. Minorities were represented in the CTA and the presence of minorities may have enabled the rest of the CTA to understand the importance of the minority issue as a prominent issue to the CTA. The CTA adopted a bargaining that minorities should comprise 10.6 percent of the teaching staff in Cambridge.

Neither side entered negotiations with totally adversarial positions. Both management and the CTA recognized each other's concerns as being legitimate, were willing to discuss all issues and try to reach a mutually agreeable compromise.

Another factor was a change in the key actors. To even get to the bargaining table, a new leader had to appear to convince the parties to resume negotiations. Mayor Alfred Vellucci provided the leadership. (In Cambridge, the mayor is the seventh member of the school committee and also its chairman.) Vellucci is a life-long resident of Cambridge and a city councillor since 1955. Although Vellucci is an independent, he is noted for his ability to appeal to liberal as well as working class constituencies. He was able to facilitate discussions between the different interests before and during the negotiations largely because he had credibility with all of the different interests.

Severe financial conditions caused by Proposition 2 1/2 is another reason Vellucci and the rest of the Committee were amenable to mediating the dispute. The Committee contended that it was too costly to pursue lawsuits when the school budget had been cut by \$2.7 million in fiscal year 1982. If Cambridge did not override Proposition 2 1/2 for year two, then the budget would have to be reduced by another \$3.6 million. Already, \$200,000 had been

spent on lawsuits which could have been used to pay teachers' salaries.

Finally, an additional factor that aided the resolution process was the construction of a new bargaining structure that included all of the parties, including the intervenors. The use of the usual bargaining structure was producing a pattern of impasses. Another impasse may have resulted if the traditional bargaining structure was used because no action had been taken to repair the CTA's distrust for the central administration. A bargaining team that included the usual negotiators as well as member of the Committee helped bring an atmosphere of good will to negotiations. Also, new individuals could present the parties' new positions without past bargainers losing face.

Case Comparisons

Now that each case's resolution process has been explained using the independent variables, the cases will be compared to answer the study's initial question: why the process of resolving the dispute differs across communities.

Certainly, the resolution process differed across these three communities because management had different reasons for wanting administrative flexibility. In Cambridge, management believed it needed discretion to keep its

educational programs and policies in tact. In Somerville, management believed it had a commitment to retaining the people with the longest service to the system, while in Framingham, management contended that it needed to retain its highest quality teaching staff so the educational system would not become mediocre.

As for the rest of the independent variables, they have a mixed record for explaining differences in the dispute resolution process in these three communities.

Management cohesion seems to be the key factor in explaining the differences in the resolution processes. In Cambridge and Somerville in which both disputes resulted in an impasse before resolution, management presented a very cohesive front in support of administrative flexibility and an impasse resulted. In Somerville, management was less cohesively organized, as evidenced by the lack of communication between the administration and Committee over the deliverance of the lay-off notices. Management was able to reach a compromise with the union quickly in Somerville. As management cohesion with regard to administrative flexibility lessened in Cambridge and Framingham, movement toward a resolution began.

Union cohesion also provides a mildly compelling explanation for differences in Cambridge's and Framingham's dispute resolution processes. In Cambridge, the

union was factionalized; while in Framingham, the union was fairly cohesive. As the impasse persisted, both the FTA and CTA became more cohesive. As the unions became more cohesive and began solving some of their internal problems, the unions were able to engage in a resolution process.

One union characteristic that does seem to make a difference is the power of the union as an interest group with the school committee. In Somerville, the Committee was sympathetic to the union's concerns. In Framingham and Cambridge, initially the union had little clout with their respective school committees.

Both disputes resulted in an impasse. As the impasse continued and the committees' memberships changed to a more pro-union composition, both sides were able to reach a resolution.

Another factor that explains the difference in dispute resolution processes is management's belief that the union's objectives conflicted with the maintenance of its educational system. Cambridge management maintained that the nature of the system would be jeopardized, and in Framingham there was a fear that their quality system would be eroded if lay-offs were determined by seniority. In Somerville, management and the union believed that the educational system would not be harmed with lay-offs by seniority within discipline.

Environmental variables that seem to explain dif-

ferences are the system's financial conditions and legal precedents. In Somerville, management believed that it could not afford expensive legal contests due to cut-backs precipitated by Proposition 2 1/2. Thus, they were more willing to compromise with the union. In Cambridge and Framingham, legal expenses were not initially an inhibiting factor, though finances became a factor as the dispute continued.

Legal precedents also had an impact on the dispute resolution process. Somerville relied on the Framingham case to use as a model in making its decision. Cambridge considered other school discrimination cases. In Framingham, new legal territory was being explored as performance evaluations had not been declared against the law as a criterion for lay-offs. Also, in Cambridge, the term "qualified" had not predetermined legal definition.

Other environmental variables are not explanatory of the differences. For example, both Cambridge and Framingham experienced a similar process, impasse resulting in an eventual resolution, but the other environmental variables move in opposite directions. Cambridge has a heterogeneous population, a large percentage of minorities in the school system and a diverse offering of educational programs; while Framingham is a racially homogeneous town with some Hispanic students and a traditional educational program. Also public pressure to resolve the dispute

resulted in different outcomes. In Framingham, the public support was in the union's favor. Certainly, the coalition of parents against the 80-20 system and teachers had an impact on the election of two new committee members opposed to the Superintendent's actions. In Cambridge, public pressure was diffused, supporting different positions. Minorities, alternative school children's parents and the CCA supported the minimum standards; while Independents and their working class constituencies leaned toward the CTA's position. Yet both Framingham and Cambridge experienced impasses.

Historical relations between the union and management are also not a good predictor of differences in the cases. In Cambridge, relations were poor and an impasse resulted; while in both Framingham and Somerville, relations were good. One case resulted in an impasse and the other in a swift resolution.

Footnotes for Chapter Four

1. Personal Interview with Greg Gallagher.
2. *ibid.*
3. Personal Interview with Lynn Ann Reagan.
4. Gregory W. Gallagher, "Everyone into the Pool: An Essay on Survival After 80/20," Framingham, Massachusetts, Unpublished Manuscript, p. 6.
5. Personal Interviews with Gallagher and Reagan.
6. Personal Interview with Gallagher.
7. Private Conversation with John Lucey.
8. Personal Interview with Robert Murphy.
9. Personal Interview with Daniel Macero.
10. Personal Interview with Murphy.
11. Sara Mae Berman, "What layoff pact will mean to you," Cambridge Chronicle, April 8, 1982, p.4.
12. Personal Interview with Henrietta Attles.
13. Pamela Varley, "School Department and CTA debate lay-off rule," Cambridge Chronicle, January 15, 1981, p. 13.
14. Personal Interview with Glenn Koocher.
15. *ibid.*

Chapter Five: Conclusion

This study begins to reveal the factors that are conducive to resolution or impasse in three disputes and suggest the value of further study of these factors in future research on teacher reduction in force disputes. In these three cases, the factors that seemed most important in explaining the outcomes of the dispute resolution process were intraorganizational cohesion, the influence of the union on school committee policy, the existence of legal precedents, financial costs and the personal dynamics of the collective bargaining process.

First, if management is cohesive on the issue of administrative flexibility for determining lay-offs, and the union's demands are antithetical to management's, then an impasse may result. Management is not likely to relinquish its authority, if it believes that the union's demands would be destructive to the school system. However, as management dissension begins to occur on the issue of administrative flexibility versus seniority, and management forms a new cohesive position in support of some sort of seniority system for determining reduction in force procedures, then a resolution may occur. This scenario of events occurred in both Framingham and Cambridge. In both of these cases, the union also had more influence with the school committee.

Thus, when the composition of the committee is more supportive of union interests, the possibility for constructive negotiations and resolution was greater. Also, as union cohesion increased in both cases, the unions were able to apply political pressure to the committees more effectively.

This interrelationship between management cohesion in favor of a seniority system and positive influence of the union on the committee is important. In analyzing teacher reduction in force disputes in these three cases, it is vital to recognize that management/labor disputes in the public sector are not conducted within a hierarchical, static model. Committee membership changes every one to two years in these three cities. As membership changes, management positions and philosophies are likely to vary as management is comprised of administrators and politically elected officials. The latter group may have different perceptions of their roles and responsibilities. They may also have different political and managerial philosophies. Thus, a clear consensus between administrators and committee members on the proper policy to sue for conducting lay-offs may not exist. Unions may be able to wait to resolve the dispute until a new committee assumes power that is more sympathetic to their interests. Collective bargaining in the public

sector is a dynamic process that is highly affected by which political groups hold power, the cohesiveness of management and labor, and their ability to recognize each other's weaknesses and strengths.

Existence of legal precedents also seems to be a factor in these disputes that needs to be analyzed further. Reduction in force disputes are a new phenomenon in school systems. Legally, reduction in force procedures do not have to be implemented by a specified criteria and lay-off procedures are subject to bargaining. Not many historical interpretations of teacher reduction in force disputes exist yet to guide labor and management in implementing the lay-off procedure. If the reduction in force contract language is interpreted differently by management and labor and both parties feel that their rendition is correct, then management and labor may maintain their positions. An impasse may result. However, if management and labor have an example of a dispute similar to their own, then the two sides have more information upon which to base their action. A resolution may be more likely to occur.

Cambridge provides an interesting example of both sides of the legal precedent variable. Due to the uncertainty over the legal definition of "qualified," management believed that their interpretation would be accepted; thus, management maintained its position. Management also had several legal cases to examine concerning the minority

teacher affirmative action case against the CTA and the School Committee. Cases similar to the minority intervenors' were decided in the minority group's favor. Therefore, the Cambridge School Committee also decided that it was their legal responsibility to protect minority teachers from lay-offs so that the Committee could reach its 1970 twenty percent minority teachers affirmative action goal.

Financial costs is another variable that seemed to have an impact on management's and the union's position. Legal suits are expensive. If management cannot afford the costs, or if the union cannot depend on the state union for financial support, then a desire to resolve the dispute is more likely to be present. Certainly, financial costs played a role in management's decision to agree to seniority within discipline reduction in force criteria.

New leaders also played key roles in resolving the disputes. In Cambridge, the new leader was Alfred Vellucci. Vellucci had credibility with all parties and the personal ability to facilitate discussion between all of the different parties. In Cambridge, it was particularly important that the three main parties to the dispute -- the CTA, the School Committee and the minorities intervenors, directly bargain with each other. A multilateral process was needed for the parties to reach and maintain an agreement that was acceptable to all of them. In

Framingham, Greg Gallagher assumed the leadership role. From the day Gallagher received the chairmanship position of the School Committee, he started to build a new relationship of trust and cooperation between the School Committee and the FTA. He also tried to involve the parents in the dispute's resolution as well. Gallagher had the ability to communicate with all parties and even suggest strategy to the FTA. He could tell the union that if they wanted to change the reduction in force criteria that they would have to apply more pressure to committee members that were sympathetic to the union's position while at the same time, Gallagher had the trust of a majority of the Committee. Gallagher was able to help construct a new working relationship between the FTA, the School Committee and the parents. Public pressure and involvement of citizens in political campaigns also influenced the dynamics of the collective bargaining process.

Further studies on teacher reduction in force disputes should examine all of these factors. Then, we might be able to develop a fuller understanding of the similarities and differences in dispute resolution processes in different communities. This study provides the beginnings for this further endeavor.

APPENDIX

List of the Independent Variables

1. Environmental Factors
 - A. Financial Conditions
 - Degree of Budget Cut
 - Change in School Fiscal Autonomy
 - B. Political/Social
 - Public Support for Education
 - Heterogeneity of Town Population
 - Powerful Constituencies or Interest Groups
 - Ability of User to Transfer to Parochial or Private Schools
 - C. Policy Objectives
 - Educational Programs or Policy.
 - Affirmative Action
 - Desegregation Plans
 - D. Legal Factors
 - Precedents
 - Reduction in Force Clause and Its Criteria
2. Historical Relations
 - Union/Management Relations
 - Strikes, Impasses or Job Actions
 - Construction of the Reduction in Force Clause
3. Management Characteristics
 - Centralization of Decision Making
 - Coordination Between Administration and Committee
 - Cohesion within Committee
 - Existence of Legal Counsel
4. Union Characteristics
 - Cohesion within Leadership
 - Cohesion within Rank and File
 - Congruency Between Leadership and Rank and File
 - Existence of Legal Counsel
 - Power of Union as an Interest Group
5. Other Factors
 - Complexity of the Conflict
 - Personality
 - Development of New Bargaining Patterns or Structures

ARTICLE IX

TEACHER EVALUATION

A. Supervision of teachers will be conducted professionally, openly, and with full knowledge of the teacher; any serious complaint(s) of any supervisor regarding performance shall be promptly called to the attention of the teacher. Teachers shall be given a copy of any evaluation report prepared by an administrator and will have the right to discuss his/her report. The administrator must confer with any teacher whose service has been rated unsatisfactory in any respect, explain the performance summary, and plan cooperatively for improvement.

- B. 1. Teachers will have the right, upon written request, to review the contents of their personnel file.
2. No material derogatory to a teacher's conduct, service, character, or personality will be placed in the personnel file unless the teacher has had an opportunity to review the material. The teacher will acknowledge that he/she has had the opportunity to review the material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy.

C. Any serious complaints regarding a teacher made to any member of the Administration by any parent, student, or other person will be promptly called to the attention of the teacher.

- D. 1. The performance summaries (See Appendices D and E) shall be conducted prior to May 15.
2. Teachers who are to be laid off due to a reduction in staff must be notified in writing no later than June 30 of the school year preceding the year in which the reduction will take effect, where practicable and possible. At the end of the process, the parties agree to review the schedule for possible revisions for the following contract year.

TEACHER EVALUATION - ARTICLE IX (Cont'd.)

3. There shall be no specific quota(s) established or required of the evaluators by the Administration.
4. In the event a question arises relating to the effect the performance summary has on the employment status of any member of the professional staff, said question shall be immediately brought to expedited arbitration.
5. An arbitrator shall be selected who shall arbitrate the question with the knowledge that he/she shall render a decision within five (5) days of the hearing.
6. At the conclusion of the lay-off of teachers for a school year, all Performance Summaries shall be destroyed unless those summaries are needed for arbitration and/or legal procedures. In that event, all summaries shall be destroyed subsequent to any such action.
7. The Committee agrees to provide the Association, in order to discharge its obligation as the exclusive bargaining agent, all information it's entitled to as the collective bargaining representatives (agent) for the purpose of determining whether or not there has been compliance with the lay-off procedures.
8. Role of Reduction In Force Lay-Off Committee: It is agreed that prior to the RIF Committee recommending a teacher for lay-off on the criteria for quality of teaching performance, a meaningful difference must be determined.
9. Teachers who are involuntarily transferred to a new building, departments subject within departments or, have a new evaluator(s), may request review of the previous year's evaluations or a consultation with the previous year's evaluator to provide input to performance summaries.

ARTICLE X

TRANSFERS, REDUCTION IN FORCE, AND RECALL

A. Although the Committee and Association recognize that some transfer of teachers from one school to another is unavoidable, they also recognize that frequent transfer of teachers is disruptive of the educational process and interferes with optimum teacher performance. Therefore, they agree as follows:

TRANSFERS, REDUCTION IN FORCE, AND RECALL – ARTICLE X (Cont'd.)

1. When a reduction in the number of teachers in a particular building is necessary, volunteers will be transferred first. Volunteers may request transfer to specific positions. If the request is not granted, the request shall be considered to be withdrawn.

2. When involuntary transfers are necessary, a teacher's area of competence, major and/or minor field of study, quality of teaching performance, and length of service in the Framingham School System will be considered in determining which teacher is to be transferred. Teachers being involuntarily transferred will be transferred only to a comparable position.

An involuntary transfer will be made only after a meeting between the teacher involved, an Association representative, if requested by the teacher, and the Superintendent (or his designee), at which time the teacher will be notified of the reasons for the transfer.

3. A list of open positions in other particular buildings will be made available to all teachers being transferred. The School Committee in making involuntary transfers will give consideration to the professional background and other attainments of the teacher.

4. Notice of transfer will be given to teachers as soon as practicable and under normal circumstances not later than June 1.

5. Teachers desiring a transfer will submit a written request to the Superintendent stating the assignment preferred. Such requests must be submitted between September 1 and March 1 of each school year to be considered for the next school year. Requests must be renewed each year. All requests will be acknowledged in writing.

6. Before a teacher is assigned or transferred to a particular building, the principal of the building in question will be consulted regarding said assignments or transfer.

7. The Committee agrees that they will not utilize an involuntary transfer that would result in the lay-off of a tenured employee. The Committee further agrees that they will not deny a request for a voluntary transfer, if such denial would result in the lay-off of a tenured employee.

TRANSFERS, REDUCTION IN FORCE, AND RECALL – ARTICLE X (Cont'd.)

B. Reduction in Force:

1. Pursuant to General Laws Chapter 71, Section 52, in the event a decrease in the number of students renders advisable the dismissal of one or more teachers, a teacher who is serving at the discretion of the Committee under Section 41 shall not be dismissed if there is a teacher not serving at discretion whose position the teacher serving at discretion is qualified to fill.

2. When a lay-off or a reduction in staff occurs, a teacher's area of competence, major and/or minor field of study, quality of teaching performance, and length of service in the Framingham School System will be considered in determining which teacher is to be laid off. In cases in which the above factors are determined to be equal, the teachers whose length of continuous permanent service are the longest shall be retained.

C. Teacher Recall Procedure:

1. In the event of a layoff or reduction in force all affected teachers shall be eligible for recall. No new employee shall be hired until such time as every eligible employee on the recall list has been given an opportunity to apply in writing to fill the vacancy.

2. The Personnel Department shall maintain a complete list of all Framingham professional personnel formerly under contract who are by virtue of declining student population and/or school closings, dismissed.

a. This listing will include the former employee's:

- (1.) Beginning and ending dates of continued contracted services to the Framingham School Department.
- (2.) Areas of certification.
- (3.) Complete description of professional experience.
- (4.) Name, address, and telephone number (it is the applicant's responsibility to furnish current information and an updated resume to the Personnel Department).

b. A teacher's name shall be maintained on the recall list until the September 1st two years after the date on which the lay-off occurs.

TRANSFERS, REDUCTION IN FORCE, AND RECALL – ARTICLE X (Cont'd.)

- (1.) Personnel on this list are encouraged to notify the Personnel Office if they no longer wish to be considered for recall.
 - (2.) Names still listed at the end of the recall period will be dropped.
 - (3.) Individuals who refuse a job offer will be dropped from the list except for verified medical reasons. Medical reasons do not extend the recall period.
3. When a vacancy occurs:
- a. The Personnel Department will notify each qualified former employee on the recall list by mail that a vacancy exists.
 - b. Those interested must express this interest in writing within a fourteen-day calendar period from the date of the notification's postmark.
4. Upon recall, employees shall be accredited with all previously earned, unused sick leave.
5. Returning employees shall be placed on the salary schedule one step higher than the level at which they left, provided they have served in excess of ninety (90) continuous days in the year directly preceding their lay-off.
6. The following criteria will be applied in determining which of the qualified applicants will be recommended to the Superintendent under the recall procedure for a vacant position:
- a. Area of Competence
 - (1.) Certification.
 - (2.) Number of years of actual experience in the area of competence.
 - (3.) Recent experience in the area of competence. (See Memorandum of Understanding and Clarification 10/19/77.)
 - b. (1.) Length of continuous permanent service in the system.
(2.) Length of service in the system.
 - c. Major/Minor field of study (graduate, undergraduate)
 - (1.) Major field of study
 - (2.) Minor field of study
 - (3.) Other courses.
 - d. Contributions to the system beyond classroom teaching

TRANSFERS, REDUCTION IN FORCE, AND RECALL – ARTICLE X (Cont'd.)

- (1.) This does not include activities for which a teacher receives monetary compensation.
 - (2.) Contributions considered will be made during the school year (September to June) only.
 - (3.) All Association work which contributes to the educational process shall be considered a contribution to the system.
 - (4.) Requests to contribute, which have not been accepted, shall be considered.
- e. Quality of Teaching Performance
- (1.) Past evaluations which are in a teacher's personnel file.
 - (2.) General recollections of supervisors who have had direct knowledge of a teacher's performance in the classroom.
7. Recall of a teacher shall be made by the School Committee after such person has been nominated for such recall by the Superintendent.
- The Association and the School Committee agree that the above stated procedure will be used for the recall of all teachers to positions following a layoff.
- If the Superintendent determines that no person on the recall list has the specific qualifications to fill a given vacancy and instead nominates a candidate from outside the recall list to fill a vacancy the Association shall have the right to grieve.
- In processing such grievance the Association recognizes the nominating power of the Superintendent and the confirming power of the School Committee.
- Teachers recalled shall be considered to have been on a non-paid leave of absence for the term of the layoff.
- For further clarification, see Appendix B and Appendix C.
- Seniority shall be defined as the length of continuous service in the Framingham School System Unit A. An employee in such position who assumes an acting or temporary position outside Unit A for up to three years will

TRANSFERS, REDUCTION IN FORCE, AND RECALL - ARTICLE X (Cont'd.)
maintain but not accrue "length of continuous permanent service" for the purpose of these paragraphs.

ARTICLE XI
CLASS SIZE

The School Committee and the Association recognize that class size is an important factor in good education and will, whenever possible, subject to space availability and all other educational considerations, insure that class size is of the most effective nature for both teacher and pupil. Special attention to class size will be given to such special situations as shop area, drawing areas, or laboratory areas. However, the final decision as to class size will be made by the School Committee, in the best interest of all.

ARTICLE XII
NON-TEACHING DUTIES

The Committee and the Association acknowledge that a teacher's primary responsibility is the total education of the children in his/her care.

- A. 1. Assignment of teachers for non-teaching duties shall be on a reasonable basis.
 2. Although teachers may be required to collect and transmit money to be used for educational purposes, they will not be held responsible for the loss of any money collected where such loss is not the fault of the teacher.
- B. Teachers will not be required to drive pupils to activities which take place away from the school building. Teachers may do so voluntarily, however, with the advance approval of their principal or immediate supervisor. In such event, the teacher will be relieved of all personal liability for any accident which may occur in connection with said trip when such accident is not the result of negligence on the part of the teacher.

C. Volunteers will be solicited for the positions of class advisors student council advisors, yearbook and newspaper business managers, school treasurers, and other student activity positions approved by the School

NON-TEACHING DUTIES - ARTICLE XII (Cont'd.)

Committee. If there is no qualified volunteer for any of the above positions, a teacher may be appointed by the Superintendent or his/her designee to fill the position.

ARTICLE XIII
VACANCIES IN POSITIONS

A. Whenever any vacancy in a professional position occurs, including those outside the bargaining unit, during the school year, it will be adequately publicized for one (1) week by the Director of Personnel by means of a notice placed on the Association bulletin board in every school as far in advance of the appointment as possible. During the months of July and August, written notice of any such vacancy will be given to the Association and to any teacher who files a written request for such information with the Personnel Department. In both situations, the qualifications for the position, its duties, and rate of compensation will be clearly set forth. Subsequent changes in qualifications will be made only when it is deemed justified by the Administration and any change will be brought to the attention of the Association prior to the closing date for applications.

B. All teachers will be given adequate opportunity to make application for such positions, and the Committee agrees to give consideration to the professional background and other attainments of all applicants. Permanent appointments will be made as soon as possible.

C. All acting administrative positions will be filled by written application.

D. When administrative vacancies occur, applicants will be screened by the administration and the leading candidates will be interviewed by the Committee. Before the Committee interviews take place, however, all applicants from within the Framingham Public Schools will be notified whether or not they are scheduled for a Committee interview. Any applicant from within the Framingham Schools who is not scheduled for a Committee interview may direct a written request for an interview to the School Committee. The Committee reserves the right to determine whom they will interview. The Framingham Teachers Association will be notified of any teacher appointment within one (1) week of such appointment.

needed by the School System may apply for extra salary credit. No more than five (5) salary credits shall be granted under this classification and no more than one (1) year's credit shall be granted for each year's experience. Furthermore, C and D are exclusive. No candidate shall receive salary credits under both classifications.

E. Any teacher who received extra salary credits under Section C and D above must receive his teaching certificate within two (2) school years of his date of employment.

F. The granting of salary credits under C and D shall not place an individual above Step 10 on the salary schedule.

G. All teachers who have in excess of ninety (90) continuous days of teaching experience in one school year and who are recommended by their principal shall be eligible to be placed upon the next step of the salary schedule in the succeeding year. This provision shall apply only where there has been no break in service.

H. This policy shall become effective on the execution date of this Agreement, and shall not be applied retroactively. Any situations not following strictly the above regulations shall be reviewed by the Administration, and upon its recommendation brought to the School Committee for action.

Article VII

TEACHER ASSIGNMENT

A. Under normal circumstances, the teachers will be notified by the Administration in writing of their programs for the coming school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will have by June 15. Changes in such programs may be made after June 15, if necessary, and the teachers involved in the change will be notified as soon as possible.

B. In order to assure that pupils are taught by teachers working within their areas of competence, teachers will be assigned within the scope of their teaching certificates and/or their major or minor fields of study, except in extraordinary circumstances.

C. Changes in grade assignment in the elementary schools and in subject assignment in the middle and secondary schools will be voluntary to the extent possible.

D. In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Such teachers will be notified of any changes in their schedules as soon as practicable. Teachers who are assigned to more than one school in any one school day will receive fifteen cents (15¢) per mile for all inter-school driving done by them, subject to the regulation currently in existence.

E. Not later than March 1 of each year, assignment preference sheets shall be distributed to all teachers. A teacher preference sheet will be honored to the extent possible.

Article VIII

ORIENTATION OF NEW TEACHERS

Every attempt will be made to adequately orient new staff members. Three days prior to the opening of the school year, new teachers will be available for orientation to familiarize them with the school environment.

Article IX

TEACHER EVALUATION

A. Supervision of teachers will be conducted professionally, openly and with full knowledge of the teacher; any serious complaint(s) of any supervisor regarding performance shall be promptly called to the attention of the teacher. Teachers shall be given a copy of any evaluation

report prepared by an administrator and will have the right to discuss his/her report. The administrator must confer with any teacher whose service has been rated unsatisfactory in any respect, explain every evaluation and plan cooperatively for improvement.

- B. 1. Teachers will have the right, upon written request, to review the contents of their personnel file.
2. No material derogatory to a teacher's conduct, service, character, or personality will be placed in the personnel file unless the teacher has had an opportunity to review the material. The teacher will acknowledge that he/she has had the opportunity to review the material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy.

C. Any serious complaints regarding a teacher made to any member of the Administration by any parent, student, or other person will be promptly called to the attention of the teacher.

Article X

TRANSFERS, REDUCTION IN FORCE, AND RECALL

A. Although the Committee and Association recognize that some transfer of teachers from one school to another is unavoidable, they also recognize that frequent transfer of teachers is disruptive of the educational process and interferes with optimum teacher performance. Therefore, they agree as follows:

1. When a reduction in the number of teachers in a particular building is necessary, volunteers will be transferred first. Volunteers may request transfer to specific positions. If the request is not granted, the request shall be considered to be withdrawn.

2. When involuntary transfers are necessary, a teacher's area of competence, major and/or minor field of study, quality of teaching performance, and length of service in the Framingham School System will be considered in determining which teacher is to be transferred. Teachers being involuntarily transferred will be transferred only to a comparable position.

An involuntary transfer will be made only after a meeting between the teacher involved, an Association representative, if requested by the teacher, and the Superintendent (or his designee), at which time the teacher will be notified of the reasons for the transfer.

3. A list of open positions in other particular buildings will be made available to all teachers being transferred. The School Committee in making involuntary transfers will give consideration to the professional background and other attainments of the teacher.

4. Notice of transfer will be given to teachers as soon as practicable and under normal circumstances not later than June 1.

5. Teachers desiring a transfer will submit a written request to the Superintendent stating the assignment preferred. Such requests must be submitted between September 1 and March 1 of each school year to be considered for the next school year. Requests must be renewed each year. All requests will be acknowledged in writing.

6. Before a teacher is assigned or transferred to a particular building, the principal of the building in question will be consulted regarding said assignments or transfer.

7. The Committee agrees that they will not utilize an involuntary transfer that would result in the lay-off of a tenured employee. The Committee further agrees that

they will not deny a request for a voluntary transfer, if such denial would result in the lay-off of a tenured employee.

B. Reduction in Force:

1. Pursuant to General Laws, Chapter 71, Section 42, in the event a decrease in the number of students renders advisable the layoff of one or more teachers, a teacher who is serving at the discretion of the Committee under Section 41 shall not be laid off if there is a teacher whose position the teacher serving at discretion is qualified to fill.

2. In the event a reduction in the number of teachers in a discipline is necessary or occurs, the least senior teacher in that discipline will be affected (displaced). Provided his/her seniority permits, that teacher will displace the least senior teacher in a discipline in which that teacher is certified and has taught successfully for one school year within the last three years in the Framingham Schools.

3. If unable to displace in accordance with sub-paragraph 2 above, a teacher may displace the least senior teacher in a discipline for which the teacher is already certified if that teacher has completed two 3-credit courses in that discipline prior to the June first preceding the next school year and takes one 3-credit course in that discipline during that school year. To qualify for the purpose contained in this sub-paragraph, course approval must be obtained in advance from Administration. These courses will be valid for two years for the purpose of this sub-paragraph.

4. For the purpose of this section, a teacher who holds the so-called "Grandfather Certification or Exemption" or a General Certification, or K-8 Certification shall be considered to be qualified only in those disciplines he/she has performed for a period of two years or more in the last five. Teachers with Elementary, "Grandfather," or General Certification teaching in Grades 7-8 shall be considered as having taught K-6 for the purposes of paragraph B2 above.

5. Teachers who are to be laid off due to a reduction in staff must be notified in writing no later than June 15 of the school year preceding the year in which the reduction will take effect, where practicable and possible.

6. The Committee agrees to provide the Association, in order to discharge its obligation as the exclusive bargaining agent, all information it is entitled to as the collective bargaining representatives (agent) for the purpose of determining whether or not there has been compliance with the layoff procedures.

C. Teacher Recall Procedure to Their Own Discipline:

1. This means the right to return to a position in the discipline (as set forth in the attachment) from which the teacher was laid off.

2. Any teacher who is laid off pursuant to this article shall have a right to be recalled during the first two years of his/her layoff to any vacancy in the discipline from which he/she was laid off on a last-out first-in basis.

3. Recall of a teacher shall be made by the School Committee after such person has been nominated for such recall by the Superintendent.

4. The Association and the School Committee agree that the above-stated procedure will be used first for the recall of all teachers to positions following a layoff.

D. Recall to Other Disciplines:

1. When a vacancy occurs which cannot be filled in accordance with Article X, Paragraph C.2., teachers shall be eligible for other positions for which they are qualified. No new employee will be hired until every eligible employee on the recall list has been given the opportunity to apply.

2. The following criteria will be applied in determining which of the qualified applicants will be considered for

positions in disciplines other than the discipline from which the applicant was laid off:

- a. Areas of Competence
 - (1) Certification
 - (2) Number of years of actual experience in the area of competency
 - (3) Recent experience in the area of competence (See Memorandum of Understanding and Clarification — 10/19/77)
- b. (1) Length of continuous permanent service in the system
 - (2) Length of service in the system
- c. Major/Minor Field of Study (graduate, undergraduate)
 - (1) Major field of study
 - (2) Minor field of study
 - (3) Other courses
- d. Contributions to the system beyond classroom teaching
 - (1) This does not include activities for which a teacher receives monetary compensation.
 - (2) Contributions considered will be made during the school year (September to June) only.
 - (3) All Association work which contributes to the educational process shall be considered a contribution to the system.
 - (4) Requests to contribute, which have not been accepted, shall be considered.
- e. Quality of Teaching Performance
 - (1) Past evaluations which are in a teacher's personnel file
 - (2) General recollections of supervisors who have had direct knowledge of a teacher's performance in the classroom

For further clarification, see Appendix B and Appendix C.

3. The Personnel Department will notify each qualified former employee on the recall list by mail that a vacancy exists.
 - a. Those interested must express this interest in writing within a fourteen day calendar period from the date of the notification.
 - b. If the Superintendent determines that no person on the recall list has the specific qualifications to fill a given vacancy and instead nominates a candidate from outside the recall list to fill a vacancy, the Association shall have the right to grieve.
 - c. In processing such grievance the Association recognizes the nominating power of the Superintendent and the confirming power of the School Committee.

E. General:

1. The Personnel Department shall maintain a complete list of all Framingham professional personnel formerly under contract who are, by virtue of declining student population and/or school closings, laid off. This listing will include the former employee's:
 - a. Beginning and ending dates of continuous contracted services to the Framingham School Department
 - b. Areas of certification
 - c. Complete description of professional experience
 - d. Name, address, and telephone number (it is the applicant's responsibility to furnish current information and an updated resume to the Personnel Department).
2. A teacher's name shall be maintained on the recall list until the September first two years after the date on which the layoff occurs.
3. Personnel on this list are encouraged to notify the Personnel Office if they no longer wish to be considered for recall.

4. Names still listed at the end of the recall period will be dropped.

5. Individuals who refuse a job offer will be dropped from the list except for verified medical reasons. Medical reasons do not extend the recall period.

6. Seniority shall be defined as the length of continuous service in the Framingham School System Unit A. An employee in such position who assumes an acting or temporary position outside Unit A for up to three years will maintain but not accrue "length of continuous permanent service" for the purpose of these paragraphs.

7. In the case of length of continuous service that is the same, the order of seniority shall be determined by the drawing of lots.

8. All layoffs shall be based upon a system-wide basis.

9. Upon recall, employees shall be accredited with all previously earned, unused sick leave.

10. Returning employees shall be placed on the salary schedule one step higher than the level at which they left, provided they have served in excess of ninety (90) continuous days in the year directly preceding their layoff.

11. Teachers recalled shall be considered to have been on a non-paid leave of absence for the term of the layoff.

Article XI

CLASS SIZE

The School Committee and the Association recognize that class size is an important factor in good education and will, whenever possible, subject to space availability and all other educational considerations, insure that class size is of the most effective nature for both teacher and pupil. Special attention to class size will be given to such special situations as shop area, drawing areas, or laboratory areas. However, the final decision as to class size will be made by the School Committee, in the best interest of all.

Article XII

NON-TEACHING DUTIES

The Committee and the Association acknowledge that a teacher's primary responsibility is the total education of the children in his/her care.

A. 1. Assignment of teachers for non-teaching duties shall be on a reasonable basis.

2. Although teachers may be required to collect and transmit money to be used for educational purposes, they will not be held responsible for the loss of any money collected where such loss is not the fault of the teacher.

B. Teachers will not be required to drive pupils to activities which take place away from the school building. Teachers may do so voluntarily, however, with the advance approval of their principal or immediate supervisor. In such event, the teacher will be relieved of all personal liability for any accident which may occur in connection with said trip when such accident is not the result of negligence on the part of the teacher.

C. Volunteers will be solicited for the positions of class advisors, student council advisors, yearbook and newspaper business managers, school treasurers, and other student activity positions approved by the School Committee. If there is no qualified volunteer for any of the above positions, a teacher may be appointed by the Superintendent or his/her designee to fill the position.

Article XIII

VACANCIES IN POSITIONS

A. Whenever any vacancy in a professional position occurs, including those outside the bargaining unit, during the school year, it will be adequately publicized for one (1) week by the Director of Personnel by means of a notice placed on the Association bulletin board in every

MEMORANDUM OF AGREEMENT

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Memorandum of Agreement Between the Somerville Teachers
Association and the Somerville School Committee:
Revised Reduction in Force Procedures
May 20, 1981

If a Reduction-In-Force becomes necessary, members of the Unit shall be laid off in the following manner:

1. Whenever possible, attrition will be utilized before layoffs.
2. Pursuant to MGL, Chapter 71, Section 42, tenured employees shall not be laid off if there are non-tenured employees filling positions for which said tenured employees are qualified.
3. Lay-offs shall be accomplished by seniority in the Somerville Public Schools, those employees with less seniority being laid off before employees with more seniority, within their disciplines.
4. Said seniority in the Somerville Public Schools shall be accrued within disciplinary categories, as follows:

Elementary (K-6 80/81)
 (K-7 81/82)

Classroom teachers

Elementary K-6 Remedial
 Reading teachers

Secondary (7-12 80/81)
 (8-12 81/82)

English, Mathematics, Social Studies,
Science, Remedial Reading, Industrial
Arts, Home Economics, Business
Subjects, French, Italian, Spanish,
Latin, Portuguese, Bilingual,
Guidance

K-12

Art, Music, Physical Education,
Librarians, Special Needs,
English-As-A-Second Language,
Bilingual

Vocational

Wallpaper/Paint, Cosmetology,
Machine/Drafting, Carpentry, Health /
Assistants, Automotive, Auto Body,
Printing, Electronics, Electrical,
Machine Shop, Metal Fabrication,
Culinary Arts

5. Employees will be placed in that disciplinary category in which they were teaching during the 1980-81 school year, and seniority will be based on total number of years and days in the Somerville Public Schools.

if continuous service E.H.M. 5-27-81

6. An employee who taught in more than one of the above-mentioned disciplinary categories during the 1980-81 school year shall be placed in that disciplinary category in which he/she taught more than 50 percent of his/her time during the 1980-81 school year.

7. An employee who faces lay-off from his/her position shall be eligible to bump into a vacant position in another discipline category if he/she is certified to teach in that discipline.

If there are no vacancies for which the employee is eligible to bump he/she shall be entitled to bump a less senior employee in another discipline category provided the more senior employee

(1) Is certified in the discipline

(2) (a) Has taught two years in the discipline.

or

(b) Has completed, or will complete, nine (9) semester hours of graduate credit, received a grade of B or better in courses directly applicable to the subject to be taught between June, 1, 1978 and August 31, 1981

or

(c) Received a raw score of 600 or better in the area exam of the National Teacher Examinations.

If a teacher is bumping under paragraphs (b) or (c), he/she must also satisfy a screening committee comprised of the discipline administrator and two teachers in the discipline that he/she has sufficient knowledge of the subject matter to competently teach within the discipline.

E. H. M. Ryan

of continuous

5-21-81

8. Seniority shall be defined as the total number of years and days (including paid leaves of absence) as a teacher in the Somerville Public Schools. Leaves of absence without pay shall not be included in the computation of total number of years and days. However, said unpaid leaves shall not be considered a break in service.

9. The Superintendent will compile seniority list and provide a copy to the Association President at least once a year.

10. Employees shall be recalled in inverse order of their lay-off to their disciplines. The recall period for a laid-off teacher shall extend for two (2) full school years. Said period shall begin with the commencement of the school year immediately following the last school year in which the employee taught before being laid off.

11. If a position becomes vacant, the Superintendent will notify laid-off employees by certified mail. The laid-off employee shall be responsible for replying to such registered mail no later than two (2) weeks after his/her receipt of same. The laid-off employee will be responsible for notifying the Superintendent, in writing, of any change in his/her mailing address. The Committee will not be responsible if a laid-off employee does not receive a notice of position opening if such non-receipt is due to the employee's failure to notify the Superintendent of a change in mailing address.

If an employee elects to be placed on the recall list, he/she shall sign a waiver of his/her right to a hearing under Chapter 71, Section 42. If the waiver is signed, the employee, if recalled shall retain all contractual rights and tenure status that he/she had immediately prior to the effective date of lay-off.

Employees on the recall list shall remain on the group health insurance plan, provided said employees pay 100 percent of premium cost.

If an individual does not elect to sign a written waiver, he/she will not be placed on the recall list and will be dismissed.

The parties agree that this procedure set forth above is to be used for the 1980-81 school year layoffs only. The existing contractual language will remain in full force and effect unless changed by future negotiations.

[Handwritten signatures]

~~Stanley M. Koty, Jr., Chairman
Somerville School Committee~~

~~Robert Murphy, President
Somerville Teachers Association~~

*subject to ratification
by membership*

May 20, 1981

Ratified by STA 5-22-81

The following contract modifications shall become effective as of the date of ratification by the C.T.A. and shall be included in the next agreement between the Cambridge School Committee and the Cambridge Teachers Association.

ARTICLE XXIX P-1

- (1) No tenure teacher will be laid off as a result of a reduction in force if that tenured teacher is qualified to fill a position occupied by a teacher with less seniority in the Cambridge School System, subject to the provisions of paragraph 2.
- (2) No minority teacher will be laid off as a result of a reduction in force. "Minorities" means those racial/ethnic groups defined by the City of Cambridge School Department definitions in its racial balance plans as of 9/1/80.
- (3) The term "qualified" as used herein shall mean having on file with the Committee, prior to any layoff notice, evidence of certification required pursuant to G.L. c.71, Section 38G and meeting the program requirements and other qualifications for the position in question.

- (4) In the event of a proposed layoff, the Committee shall determine the programs and curriculum to be retained, modified or added. The School Committee will consult with the Cambridge Teachers Association concerning the qualifications and program requirements for the retention of teachers in positions in the school system prior to promulgating such qualifications and program requirements for the ensuing academic year.
- (5) In the event that it is determined by the School Committee that, in the application of this Article, a teacher's qualifications render him/her ineligible for any position held by a less senior teacher, then said teacher shall have the right to be retrained so as to qualify for an existing position within the School system.

The following process shall be implemented for the retraining.

- A) The School Committee reserves the right to establish reasonable and suitable methods of retraining as is required under this article.
- B) The expense of the reasonable and suitable methods of retraining shall be borne by the School Committee.
- C) A teacher must have by May 15 a certification and/or a letter from the State Department of Education stating that the teacher has completed all requirements for certification and that the certificate of certification is in the process of being issued and/or present clear evidence that he/she shall complete all the requirements for certification by June 30.

- D) A teacher must have successfully completed any prescribed training program prior to the start of the school year, providing that the standards established for the course(s) are reasonable.
- E) Teachers entitled to retraining must identify, by seniority, from a list of possible positions provided by the Superintendent, only one position for which he or she seeks to become qualified. There shall be only one such round of identification.
- F) Teachers given notice of lay off shall be entitled to excute "waivers" in the form attached hereto.
- G) For the duration of this contract, Article 29 P-3(B) shall be deleted.
- H) Teachers on layoff status may participate in the retraining identification process set forth above.

ARTICLE XXIX P-3

- A. Laid off teachers will be recalled to vacancies in programs in which they last taught as listed below by seniority, (Last out, first back), except as prescribed in Article XXIX P-1 5(H).

ARTILCE XXIX P-3

- D) For the purpse of this section, programs will be those programs and qualifications determined by the School Committee in consultation with the Cambridge Teachers Association pursuant to Article XXIX P1-(4)

The following Articles set forth the settlement agreement between the Cambridge School Committee and the Cambridge Teachers Association relating to the layoff of teachers for the 1981-82 school year.

1. With respect to majority staff laid off for the 1981-82 school year because of the retention of minority staff members, the Committee and the Association accept the following arrangements:
 - (a) Such laid off persons, not to exceed 9 in number, will be given a \$2500 lump sum payment and shall be offered an immediate opportunity for employment in the system for the remainder of the 1981-82 school year at their regular salary and without any loss of seniority, all effected persons shall be paid at their regular teachers rate from an affective date of April 1, 1982.
 - (b) To qualify for the lump sum payment and re-employment, any such person must return to work within 15 calendar days following the offer and execute a release of any and all claims against the City, School Committee, and C.T.A. in the form attached hereto.
 - (c) The assignment to be given such persons shall be determined by the Superintendent.

(d) At the end of the current school year those who have returned will be regarded as regular members of the staff, and their status on and after July 1, 1982, shall be determined in the same manner as other active teachers pursuant to the application of Article 29 P-1 referred to under 1 above

e) The provisions of the above article shall apply to:

Diana Huberg-McCall
Linda Forbes
Lisa Liss
Susan Cohen

Nancy Kelly
Elizabeth Della Paolera
Dorothy O'Brien

It is further agreed that Sylvia Mooney shall be paid at the rate of a regular teacher effective April 1, 1982. However, it is left to the discretion of the School Committee upon consultation with the Cambridge Teachers Association as to whether or not Niki Baccus and Mary Ellen Mahan are entitled to the provisions of (e) listed above or any part thereof.

This understanding on all substantive issues having been reached between the School Committee and the Cambridge Teacher's Association, the Association agrees to drop all relevant litigation, including arbitration, now pending against the Committee.

. With respect to majority staff laid off for the 1981-82 school year based on School Committee qualifications, the Committee and the Association accept the following arrangements:

- a) Such laid off persons, will be given a \$2500 lump sum payment and shall be offered an immediate opportunity for employment in the system for the remainder of the 1982-82 school year at their regular salary and without any loss of seniority, all affected persons shall be paid at their regular teachers rate from an effective date of April 1, 1982.
- b) To qualify for the lump sum payment and re-employment, any such person must return to work within 15 calendar days following the offer, and execute a release of any and all claims against the City, School Committee, and C.T.A. in the form attached hereto.
- c) The assignment to be given such persons shall be determined by the Superintendent.
- d) At the end of the current school year those who have returned will be regarded as regular members of the staff, and their status on and after July 1, 1982, shall be determined in the same manner as other active teachers pursuant to the application of Item I referred to under I above.

) The provisions of the above article shall apply to:

Michael Sheehan
Michael Healey

John Reardon
Eugenia Bennos

This understanding on all substantive issues having been reached between the School Committee and the Cambridge Teacher's Association, the Association agrees to drop all relevant litigation, including arbitration, now pending against the Committee.

The following items were agreed upon with the Intervenors at the meeting of May 6, 1982 (subject to revision and inclusion in a final settlement agreement).

1. The percentage of minority teachers and administrators^{1/} established as a goal in the 1970 Affirmative Action Statement will be adjusted upward to twenty-five percent. This adjustment will also become part of the Affirmative Action Plan adopted by the School Committee in October 1980 and will be included in the Policy Statement of that plan.

2. The no-minority layoff clause to be included in Article 29 P-1 of the current and successor contracts between the School Committee and the CTA is acceptable to the Intervenors as the policy of the School Committee concerning minority layoffs for the period covered by said contracts.

^{1/} This proposal assumes that teachers and administrators shall be considered separately. While the same procedures will be applied to improve representation in each category, progress within each category will be evaluated entirely separately.

3. When no qualified white teacher or administrator on the recall list is available to fill an opening in the system for which persons on the recall list have a preference, that position will be filled so that 75% of all such positions filled during each year shall be filled by minority teachers or administrators, provided there are qualified minority teachers or administrators available to fill the positions.

4. When and if the CTA membership ratifies the settlement agreement, Julia Smith shall be recalled to a position in the school department at full salary and benefits. She shall have the right and opportunity, either in person or in writing, to request that the School Committee award her the \$2,500 bonus and pay retroactive to April 1, 1982 that the Committee has agreed to pay to certain other teachers covered by the settlement. The decision whether to make such an award shall be at the discretion of the School Committee.

5. The Cambridge School Department's Affirmative Action Officer will monitor all hiring for compliance with the policies above. The Affirmative Action Officer of the City of Cambridge shall be instructed to assist the Cambridge School Department's Affirmative Action Officer in developing a compliance review system which shall be adopted by the Cambridge School Committee.

6. The Affirmative Action Plan adopted by the Cambridge School Committee on October 7, 1980 shall be amended to include the following regarding the Affirmative Action Advisory Committee:

A. The Affirmative Action Advisory Committee (AAAC) shall be responsible, together with the Affirmative Action Officer for formulating affirmative action goals, and planning, implementing, evaluating and disseminating information about the Cambridge School Department affirmative action plan.

B. Composition and Selection. The AAAC shall be composed of eight members selected by the School Committee after consultation with representatives of the administration, staff and community. The AAAC shall be broadly representative of the various constituencies in the Cambridge School community and shall be composed of two teachers, two parents, two administrators and two members of the School Committee, one of whom shall be the Mayor. Half of the above-mentioned members will be minority persons. In addition, the affirmative action officer of the Cambridge School Department shall be a member of the AAAC.

C. Notice of formation of the AAAC shall be distributed to all staff and to community members via notices to the local media and to all parents through the schools, and volunteers will be solicited by the School Committee.

D. The Affirmative Action Officer and the Cambridge School Department shall provide the AAAC with whatever information it needs to carry out its duties under the plan.

E. The tenure of the Committee shall be two years.

F. The Cambridge School Committee shall see that the AAAC has sufficient resources to carry out its duties.

The AAAC shall recommend annually, and the Cambridge School Committee shall determine, a budget for the AAAC sufficient to meet its needs.

7. The Affirmative Action Officer shall have sign-off authority for all Cambridge School Department hiring.

8. All points agreed to between the parties shall be entered as part of a binding and enforceable settlement agreement to terminate the litigation.

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