



1988

## An Analysis of the Role of School District Management Participants in the Collective Bargaining Process in Selected School District

Lynne B. Pierson  
*Loyola University Chicago*

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2011

AN ANALYSIS OF THE ROLE OF SCHOOL DISTRICT MANAGEMENT  
PARTICIPANTS IN THE COLLECTIVE BARGAINING  
PROCESS IN SELECTED SCHOOL DISTRICTS

by

Lynne B. Pierson

A Dissertation submitted to the Faculty of the  
Graduate School of Education of Loyola University of Chicago  
in Partial Fulfillment of the Requirements  
for the Degree of  
Doctor of Education

January

1988

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Loyola University of Chicago

AN ANALYSIS OF THE ROLE OF SCHOOL DISTRICT MANAGEMENT  
PARTICIPANTS IN THE COLLECTIVE BARGAINING PROCESS  
IN SELECTED SCHOOL DISTRICTS

The purpose of this study was to analyze the role of school district employees in management positions in completing these tasks that define the collective bargaining process occurring between a district's Board of Education and teacher's organization. The study addressed the following questions: (1) To what extent are the management representatives or participants involved in preparing for collective bargaining? (2) To what extent are the management representatives involved in the collective bargaining process? (3) To what extent are the management representatives involved in contract management? (4) What is the relationship between demographic data and the involvement of management representatives in the collective bargaining process? (5) What impact has the Illinois Educational Labor Relations Act had on the roles of management representatives in the collective bargaining process?

Data for this study were collected through the administration of an author-developed questionnaire. Responses were obtained from 181 of 298 elementary, high school and unit school district superintendents in Cook, DuPage, Kane, Lake, McHenry and Will Counties in Illinois. The resulting data were analyzed using cross-tabulation of frequency and percentage of response to all variables and a chi-square test of significance. A content analysis was performed on the open-ended questions. The .05 level of significance was used on all statistical tests.

Significant relationships existed among management representatives by role, task and demographic variables in the three phases of collective bargaining.

Conclusions from this study were:

- (1) The board of education's primary role in the bargaining process was to determine the composition of the negotiating team, attend negotiations sessions and participates in caucus sessions.
- (2) The superintendent was the most primarily involved management participant in all phases of the collective bargaining process.
- (3) One-third of the districts participating in this study did not employ business managers.
- (4) Principals were involved less in all aspects of the bargaining process than any other management participant.
- (5) Attorneys were primarily involved in conducting legal research and developing language to be used in the contract.
- (6) One-third of the districts employed an administrator defined as "other", who managed personnel functions and assumed a primary role in the bargaining process.

## ACKNOWLEDGEMENTS

The author wishes to acknowledge the assistance and support given to her by various individuals, without which this work would not have been completed.

Deep appreciation is extended to her Advisory Committee at Loyola University, headed by Dr. Max A. Bailey and assisted by Dr. Philip M. Carlin and Dr. Lawrence A. Wyllie. Dr. Todd Hoover is to be acknowledged for his assistance in the statistical presentation of data as is Dr. Judith Levinson, Director of Research for Community Consolidated School District 65. Stacy Davis contributed tireless hours of assistance and knowledge relative to the computer, without which the author could never have entered the thousands of items of data for analysis.

Special thanks are given to the numerous superintendents who participated in the data gathering portion of this study, and especially to John J. Graham, Superintendent of Morton Grove School District #70, for his supportive encouragement throughout this project.

The author is grateful to her parents for their invaluable support, both moral and financial, and for the desire to succeed which they instilled; to Therese O'Neill for her clerical assistance even though it meant sacrificing lunch hours, evenings and weekends; to the author's children, Phoebe and Jonah who complained minimally while growing up with this project and learned to accept less of their mother.

The present and the future are shaped by the influences of the past. Accordingly, this work is dedicated to the memory of Howard Wilson Pier-son, Jr., M.D. Part of the author's accomplishments are as a result of his support, faith and encouragement.

## VITA

Lynne Balsley Pierson, daughter of Dr. Eugene and Josephine W. Balsley, was born on February 18, 1945, in West Lafayette, Indiana.

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## CHAPTER I

### INTRODUCTION

#### Statement of the Problem

The 1960s brought about dramatic changes in the relationship between educational employees and their employers. Traditionally and historically, boards of education had unilateral managerial control over the operation of public schools. Teachers, as employees of the board of education, had little to say in the day-to-day operation of the schools. In an effort to obtain greater power in the decision-making process, these teachers, and other public school employees, have turned to collective "group action." (McCarthy and Cambron, 1981).

Collective bargaining is a rather recent phenomenon in the public sector, almost wholly a post-World War II occurrence, with the most significant bargaining relationships having emerged between teacher organizations and boards of education partially as a result of the United Federation of Teachers in New York City attaining bargaining rights in the 1960s. Although the major teacher organizations in this country, the National Education Association (NEA) and the American Federation of Teachers (AFT) have been in existence since the late 1800s, it has only been in the past two decades that they have sought power for the improvement of the teacher's lot through local school district negotiations.

Local school districts in Illinois first began negotiating contracts with their employees on a more widespread basis in the late 1960s. The bargaining that has occurred within local school districts over the past fifteen years has been conducted in what Mackey and Duggen, attorneys with Klein, Thorpe and Jenkins, Ltd., called in a presentation at a labor law conference in 1983, a "legislative vacuum." This term described the unusual state of events in Illinois, where numerous school districts have negotiated with employees and entered into collective bargaining agreements with recognized bargaining units regardless of the absence of a statute mandating and regulating collective bargaining for school district employees. However, on January 1, 1984, the Illinois Educational Labor Relations Act (IELRA), was enacted, which resulted in Illinois joining those other states who, legislatively regulate the collective bargaining between local boards of education and employee groups.

The Illinois Educational Labor Relations Act states in Section I, Policy, that:

It is the public policy of this State and the purpose of this State and the purpose of this Act to promote orderly and constructive relationships between all educational employees and their employers. Unresolved disputes between the educational employees and their employers are injurious to the public, and the General Assembly is therefore aware that adequate means must be established for minimizing them and providing for their resolution. It is the purpose of this act to regulate labor relations between educational employers and educational employees, including the designation of educational employee representatives, negotiation of wages, hours and other conditions of employment and resolution of disputes arising under collective bargaining agreements. The General Assembly recognizes that substantial differences exist between educational employees and other

public employees as a result of the uniqueness of the educational work calendar and educational work duties and the traditional and historical patterns of collective bargaining between educational employers and educational employees and that such differences demand statutory regulation of collective bargaining between educational employers or educational employees in a manner that recognizes these differences. Recognizing that harmonious relationships are required between educational employers and their employees, the General Assembly has determined that the overall policy may best be accomplished by (a) granting to educational employees the right to organize and choose freely their representatives; (b) requiring educational employers to negotiate and bargain with employee organizations representing educational employees and to enter into written agreements evidencing the result of such bargaining; and (c) establishing procedures to provide for the protection of the rights of the educational employee, the educational employer and the public.

Since collective bargaining is such a relatively recent phenomenon in the public sector, it is important to note that although public sector collective bargaining has been significantly influenced by private sector bargaining, several differences distinguish the two areas. McCarthy and Cambron have stated that removing the decision-making authority from public officials through the collective bargaining process is viewed as an "infringement of the sovereign power of government." (McCarthy and Cambron, 1981). They believed that this position is taken by those who are against collective bargaining within the public section. Secondly, the importance of the strike and the role a strike plays in the collective bargaining process is often viewed negatively by those opposed to public sector bargaining because of the nature of public services.

Now that all districts in Illinois are required to collectively bargain within given parameters, questions have been raised regarding

the collective bargaining process and the roles that various school district representatives play in such a process. Conspicuously absent from the literature is research specific to the role function of school district management participants in collective bargaining.

### Purpose of the Study

The purpose of this study was to determine the extent of the role of various identified school district management participants in completing the tasks that are defined as comprising the collective bargaining or negotiations process which occurs between the school district's board of education and the identified teachers' organization.

The study was guided by the following research questions:

1. To what extent are the various management representatives or participants involved in preparing for collective bargaining/negotiations?
2. To what extent are the various management representatives or participants involved in the collective bargaining/negotiations process itself?
3. To what extent are the various management representatives or participants involved in contract management?
4. What is the relationship between various demographic data and the extent to which the management representatives or participants are involved in the collective bargaining/negotiations process?
5. What impact has the Illinois Educational Labor Relations Act (H.B. 1530) had on the role of management representatives or participants in the collective bargaining/negotiations process?



### Scope and Design of the Study

In this survey and subsequent analysis of the role of management participants in a school district's collective bargaining process, all 298 superintendents were contacted from elementary, high school and unit districts in the six counties surrounding the Chicago, Illinois metropolitan area. The counties included Cook, DuPage, Kane, Lake, McHenry and Will (see Appendix A).

A questionnaire was developed and field tested twice by three superintendents and one personnel director currently employed by different suburban Cook County school districts. All field testers had long-term experience participating in the collective bargaining process within their respective districts. The questionnaire was changed to reflect the information received as a result of the field testing. The six-page questionnaire was then mailed to the 298 superintendents. The questionnaire included one page of demographic information regarding the district, a list of tasks specific to the three identified stages or phases of the collective bargaining process including Preparation for Bargaining/Negotiations, Collective Bargaining/Negotiations Process, Contract Management and two open-ended questions regarding the perceived impact of the Illinois Educational Labor Relations Act (H.B. 1530). The superintendents were asked to indicate which role (Primary, Secondary, Little or None, or Not Employed by the District) each of six management participants played in each phase of collective bargaining. The management participants listed in the survey included the board of education, superintendent, business manager, principal, attorney and other (to be defined).

The first mailing produced a fifty-eight percent response. A subsequent mailing increased the response rate to seventy-two percent. However, thirty-two questionnaires were discarded because the responding district indicated that it did not bargain or negotiate or because the questionnaire was incomplete. Therefore, the useable response rate was sixty-one percent.

The collected data were tabulated and analyzed to determine the involvement of the listed management participants in the three phases of the collective bargaining process. Additional information was collected regarding the type of school district, current student enrollment, location of district, by county, number of schools within the district, dominant district teacher organization affiliation, number of years superintendent has served the current district and the date of the first negotiated contract. The additional data were tabulated and analyzed to determine the interrelationships among the variables and whether or not these factors had a significant impact on the overall process.

#### Definition of Terms

The following terms are central to understanding the purpose of this research and are, therefore, defined:

1. Collective bargaining or collective negotiations: a process of negotiation between an employer and the employee representative (union) regarding specifically defined issues (i.e., wages, hours, working conditions). The essence of bargaining is compromise and concession-making on matters over which there is conflict between the parties. The result is an

agreement to which each has contributed and which each voluntarily agrees to support which may satisfy neither.

2. Preparation for bargaining or preparation for negotiations: a series of tasks or steps, typically including data collection, study, analysis, communication, which are undertaken by both the employer and employee representative (union) to enable both to be ready for collective bargaining/negotiations.
3. Teacher or employee representative (union): an organization in which membership includes educational employees, and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, employee-employer disputes, wages, rates of pay, hours of employment, or conditions of work.
4. Bargaining unit: a group of employees recognized by the employer or group of employers, or designated by an authorized agency as appropriate for representation by a labor organization for the purpose of collective negotiations.
5. Contract: a written agreement that is legally enforceable.
6. Caucus sessions: a time when either party participating in collective bargaining/negotiations separates itself from the group to discuss strategy and/or issues under consideration.
7. Grievance process/procedure: a formal plan set forth in the collective agreement/contract which provides for the adjust-

ment of grievances through discussions at progressively higher levels of authority in management and the employee organization.

8. Bargaining or negotiating team: a group of individuals selected to represent the employer or employee organization and to participate in the collective bargaining or negotiations process.
9. Management participants: selected employees of a school district, employed or functioning in an administrative or management capacity, who represent the organization and participate in the collective bargaining/negotiations process.
10. Primary role: individual employed by or representing the employer who is responsible for the completion of the task.
11. Secondary role: individual employed or representing the employer who is responsible for providing some information or data relative to the completion of the task.
12. Little/No role: individual employed or representing the employer who is consulted infrequently or not at all relative to the completion of a task.
13. H.B. 1530: House Bill 1530, the Illinois Educational Labor Relations Act whose purpose is to regulate labor relations between educational employers and educational employees.

### Limitations of the Study

There were several limitations of this study. Because the sample included school districts in six counties surrounding the Chicago, Illinois metropolitan area, findings may be limited and generalized to similar school districts in similar geographic areas.

Because of time limitations, and the size of the sample, personal interviews were not conducted with superintendent respondents. Since all questionnaires were mailed, there was no opportunity to do further probing of specific responses to specific questions or sections of the survey, particularly the open-ended questions pertaining to the Illinois Educational Labor Relations Act.

The use of sophisticated or exotic methods of data analysis was precluded by the nature of the instrument itself. Since responses were compiled according to frequency and percentages of response to each item, the results of the survey could only be presented in multi-variable tables summarizing frequencies with accompanying narrative descriptions. The Chi-square test of significance was the only measure of significance among variables that was used.

The Illinois Educational Labor Relations Act was enacted January 1, 1984. One of the goals of this research was to determine the extent of the impact of such a statute on the individual collective bargaining practices within local school districts. Although the research study was begun in the early part of 1986, a full two years later, it is highly likely that those two years did not represent a long enough period of

time in which the full impact of this legislation could be measured. On the other hand, since a number of the school districts located within the six county sample have been collectively bargaining for a number of years, the impact of H.B. 1530 may have been minimal, if not almost negligible.

Existing research specifically examining the role and relationship of school district management participation in the collective bargaining process was not detected during the review of the literature. Accordingly, the rationale for including management participants as a variable in this study lies in the personal and professional curiosities of this investigator.

#### Significance of the Study

The impact of the Illinois Educational Labor Relations Act (H.B. 1530) has put additional demands on public school districts to formalize past practices in their relationships with various groups of employees as they collectively bargain specific issues relative to employment.

This study may be of practical significance to boards of education, superintendents, and central office administrators involved in collective bargaining and teacher organizations. By examining the extent of the role of the various school district management participants in the collective bargaining process, this study may help to develop a model for determining specific, appropriate and optimal roles for each participant in such a series of events. This delineation of role may help achieve the following:

1. To provide insight and data to school administrators and boards of education regarding the process of collective bargaining.
2. To delineate those collective bargaining tasks that are primarily, secondarily and rarely completed by identified school district management representatives or participants.
3. To provide information and data to university training programs in school administration and labor relations.
4. To explore different role functions of identified school district management representatives engaging in collective bargaining.

Finally, this study may be of theoretical value by contributing to the literature on the role of management participants in the collective bargaining process in school districts.

#### Organization of the Study

This first chapter has included an introduction to the study, a statement of the problem to be investigated, the research questions addressed by the study, the scope and design of the study, definitions of terms, and a discussion of the limitations and significance of the study. Chapter II provides a review of related literature and research. Chapter III describes the design and methodology of the study, including instrumentation, collection of data and procedures for data analysis. The data are presented and analyzed in Chapter IV. In Chapter V, findings and conclusions are presented, along with implications for practice and recommendations for further research.

## CHAPTER II

### REVIEW OF THE RELATED LITERATURE AND RESEARCH

The purpose of this study was to determine the extent of the roles of various identified school district management participants in completing the tasks that are defined as comprising the collective bargaining or negotiations process which occurs between the school district's board of education and the identified teachers' organization.

Chapter II contains a review of the literature and research in the field of collective bargaining. In the first section of this chapter, the scope of the history of collective bargaining in education is explored. The second section contains a review of the literature and research relative to various phases of collective bargaining and the roles of various school district management participants in this process. The review of the literature and research in the third section examines the impact of various legislation on collective bargaining in education.

#### History and Background of Collective Bargaining in Education

Although it may appear that the idea of teacher unionism is a relatively new phenomenon, a review of the literature demonstrates that this is not the case. In 1857, a small group of school administrators (superintendents, principals and college professors) met



in Philadelphia at the request of several state education associations and formed a national teachers association, later called the National Education Association (NEA) (Perry and Wildman, 1970). It is noteworthy that of the forty-three educators attending this first organizational meeting, only a few of them were classroom teachers.

Over the next several years, other like organizations were set up in many states, so that, between 1840 and 1861, thirty state teachers' associations were formed (Donley, 1976). The major difficulty inherent in the establishment of teachers' organizations or associations, and continuing to the present, was that, teachers were torn between their desire to improve and promote public education, and their need to improve their own condition. Donley reports that, "teacher groups have been strained and occasionally torn apart by conflicting needs to serve society and to serve self" (p. 147).

The traditional goal of these early associations was non-economic. However, a number of the early state associations did collect data on teachers' salaries, pensions and tenure and made some lobbying efforts to improve the lot of the classroom teacher. At the same time, the NEA was developing a traditional "professional" philosophy which viewed teaching as "work done primarily for public service and secondarily for earning one's living" (Suzzallo, 1913).

In 1903, the NEA established a Committee on Teachers' Salaries, Pensions and Tenure. This committee was spearheaded by two

Chicago women, Catharine Goggin and Margaret Haley who had a great impact on the Chicago Teachers' Federation, which was formed in 1897. Through the efforts of these two women, a detailed report, the first salary study, was released in 1905, creating interest in and lobbying activity to benefit the welfare of teachers.

The first recorded affiliation of any teacher group with organized labor occurred in 1902 in San Antonio, Texas. A national union of teachers, affiliated with the American Federation of Labor was established in 1916 when several "locals" in Chicago and one in Gary, Indiana, formed the American Federation of Teachers (AFT) on May 9 (Donley, 1976). The unions' immediate success far surpassed its expectations. Its membership grew, and, by 1920, membership was at 10,000. Blumberg (1985) reported that teacher unionism "slumbered" its way through the 1920's, 30's and 40's due to several reasons. First, the right of teachers to organize and bargain collectively had not yet been legally sanctioned. Second, jobs were scarce during the Depression, and teachers, like others, were thankful to be working. Third, the national climate following World War II, when the nation was striving for recovery, was not the right time for teacher unions to flourish. It was believed that teachers taught because they loved children, and were only secondarily concerned with less "professional" issues of salary and working conditions.

However, during the immediate post-war period, two of the first local collective bargaining relationships appeared in school

districts. The Norwalk, Connecticut, strike in 1946 was the first example in the nation's history of an association of teachers achieving formal recognition as the official bargaining agent for the teachers. The Norwalk Teachers' Association was recognized as the sole bargaining agent for its members following the strike. Nine years later, Norwalk became the first teacher bargaining agreement to establish and provide an appeal process with the state commissioner of education as mediator (Donley, 1976).

The case of Norwalk Teachers' Association versus Norwalk Board of Education of City of Norwalk (1951) has been cited as a landmark in the history of collective bargaining. The ruling by the Supreme Court of Errors of Connecticut established some noteworthy precedents: (Harris, McIntyre, Littleton, Jr., Long, 1985).

Besides allowing boards to bargain with teachers so long as they did not lose the right to have the last word, the case established these very important precedents:

1. In the absence of prohibitory status or regulation, public employees may organize as a labor union.
2. Being recognized by the board, teachers' organizations may bargain collectively for pay and working conditions which . . . may be in the power of the board of education to grant.
3. Boards of education may not abrogate their right to have the last word in the bargaining process even though they recognize the teachers' union and agree to negotiate with it.
4. Public employees may not singly or collectively strike to enforce their demands.
5. The parties may legally agree to arbitration of a specific dispute so long as the board does so voluntarily, and does not lose its power to have the last word.

6. The parties under the same line of reasoning, may legally decide to submit disputes to mediation under the same rules; and
7. The board in its relations with teachers' groups must retain unto itself ultimate discretion on all issues; to do otherwise would be an illegal delegation of its state-given power to others (Nolte, 1973, pp. 70-71).

The largest education system in the United States became the site for a bargaining election which would, once and for all, awaken teacher associations to the fact that militancy was in the cards for the American teacher. In 1960, the New York City school system, not on the best terms with its teachers, was asked to hold an election to establish organizational affiliation. The board of education refused, and the teachers went on strike. Much sympathy for the teachers' position was generated within the community. Many citizens felt the position was a reasonable request in a democratic society. Local and national unions exerted pressures on municipal politicians. When the board capitulated and a representation election was held in 1961, the American Federation of Teachers, initially, with only about 5,200 members, won the election by a huge majority of over 20,000 votes, and became the official representative of the teachers in collective bargaining.

The New York victory for the AFT was a watershed election for management-teacher relations in the United States. Perhaps the greatest significance of this union victory was that it pushed the NEA to move along the same road toward collective bargaining for teachers at a more rapid pace (Donley, 1976).

The long dormant AFT was suddenly a formidable power in American education and challenged the National Education Association, particularly in the nation's larger, urban school districts. This challenge produced a profound change in the philosophy and posture of the NEA and prompted the NEA to adopt the following "professional procedures" for negotiation:

The National Education Association insists on the right of professional association, through democratically selected representatives using professional channels to participate with boards of education in determination of policies of common concern including salary and other conditions for professional service.

The Association believes that procedures should be established which provide an orderly method for professional education association and board of education to reach mutually satisfactory agreements (Perry and Wildman, 1970, p. 11).

The passage of Public Act 379 in 1965, in Michigan, required the NEA state affiliate, the Michigan Education Association, to declare itself a union. This event initiated the development of new labor-management relations in education and had a strong influence on the behavior of other state teacher associations.

In 1959, the Wisconsin Legislature passed the first state statute granting collective bargaining rights to government employees. The majority of states now have similar legislation with Illinois following suit in 1984.

The most rapidly changing practices in public school employee and administration relations came about during the 1960's and 1970's. It appears that both the legal and legislative systems had

taken a more liberal view toward the rights of public employees to organize themselves and to bargain collectively with their employees. Collective bargaining has evolved and become a common practice for most school employees.

After several years of bargaining between school management and teachers' organizations, it is now clear that teachers have the right to organize and to join - or not to join - such organizations. The right of representation, if specifically granted by a state legislature, is extended to teachers and other groups of school employees. School boards can agree to bargain with teachers even if there is no legislation. Under certain conditions, teachers can picket and the right to engage in "lawful political action" appears to be well established. Laws differ from state to state on such issues as mediation, fact finding and arbitration (Harris, McIntyre, Littleton, Jr. and Long, 1985).

By 1970, Perry and Wildman (1970) reported that thirty-six states had laws requiring collective bargaining for public employees. Thirteen states had laws approving various forms of compulsory unionism. The courts and the National Labor Relations Board have declared approximately seventy items to be mandatory bargaining items. During the 1960's and 1970's, organized labor made a strong effort to bring all public employees under a federal collective bargaining law. Bills were introduced in Congress and support was being sought, however, in 1976, the United States Supreme Court

overturned amendments to the Fair Labor Standards Act of 1966 and 1974. This Court decision brought into question any federal law that would extend to school employees collective bargaining rights (Harris, McIntyre, Littleton, Jr. and Long, 1985).

By 1985, approximately forty states had enacted legislation that permits the legal existence of teachers' unions and allows collective bargaining. In addition to the power that local teachers' organizations have obtained, such organizations have become increasingly more powerful on the state level. Many states have teachers' organizations with highly sophisticated and influential lobbying groups, and few legislators ignore the influence wielded by such groups. Teachers, through their unions, appear to have gained a major political role that has gone far beyond the issues of salary and working conditions. They have become an important part of our political system.

Blumberg (1985) reports that the growth in numbers and power of teachers' organizations has had a chilling effect on most boards of education. The reasons for this response has been that boards often view the emergent teachers' groups as infringing upon their power prerogatives. Additionally, boards of education view union activity as being responsible for the increased costs of running a school district, as unprofessional and as challenging the role of the board of education as policy maker of the district. One superintendent reported:

The union is certainly becoming a major factor in the power structure of education. We have to realize their first interest for themselves, for their constituents, and for the total amount of power they can obtain. The union movement has changed the character of school district organization (Blumberg, 1985, p. 100).

### The Collective Bargaining Process:

#### The Role of Management Participants in the Three Stages of Negotiations

After a careful review of the literature relative to collective bargaining, particular in educational settings, it was determined that the collective bargaining or negotiations process is divided into three very specific and well-defined stages or phases. Phase I, called, preparation for bargaining/negotiations included numerous tasks that must be organized and accomplished so as to significantly influence the outcome of collective bargaining. Phase II, the actual process of collectively bargaining, is followed by the third and final stage of the process, referred to as contract management. According to the literature, various management participants throughout the entire process assume differing roles in each of these aspects of bargaining.

A study in 1978 of fifteen major organizations responding to questions regarding the bargaining process, and subsequently published in Personnel Journal, reported that greater attention is being paid to what they termed "prebargaining" activities. Administrators responsible for day-to-day contact with employees, administrators responsible for personnel and labor relations issues, and outside legal counsel play the most important roles in this stage



of bargaining. Miller (1980) indicated that this same survey reported the following benefits resulting from good, sound preplanning in preparation for negotiations:

Attention can be focused on interrelationships between collective bargaining and long-range institutional planning.

Problems encountered during the life of the existing contract can be analyzed to determine desirable changes in contract provisions.

Line management can be involved in preparing for negotiations (an important step for improving contract administration).

The potential for surprises at the bargaining table can be reduced.

The pace of negotiations can be quickened.

Alternative bargaining proposals or counter-proposals can be thoroughly evaluated (Miller, 1980, p. 112).

Although Miller (1980) states that there is no "best" list of activities that define the planning or preparation phase of bargaining, he offers the following schematic which identifies specific activities that, in his opinion, lead to success in the overall bargaining process:

Preparation for Negotiations

(WEEKS)

28 27 26 25 24 23 22 21 20 19 18 17 16 15 14 13 12 11 10 9 8 7 6 5 4 3 2 1 0  
 | . . . | . . . | . . . | . . . | . . . | . . . | . . .

(2) GRIEVANCE AUDIT

AND ANALYSIS

(11) CONTRACT

REVIEW

(1) . APPROVE PLAN FOR NEGOTIATIONS

(12) . REFINE

(3) CONTRACT

BARGAINING

ANALYSIS

STRATEGY

(4) WAGES AND BENEFIT

SURVEYS

(13) . SET

(5) COMPENSATION COSTS

BARGAINING

AND PERSONNEL DATA

GUIDELINES

(6) . DESIGNATE BARGAINING TEAM

(7) . DESIGNATE COORDINATING COMMITTEE

(8) MULTI-EMPLOYER COORDINATION

(9) CONTINGENCY PLANNING

(10) COMMUNICATION PROGRAMS

(14) FINALIZE

PROPOSALS

(15) . BRIEF

DIRECTORS (p. 113)

This model includes the following activities that Miller believes must be conducted to assure successful planning for negotiations:

1. Approve plan for negotiating - "top" management must identify objectives and determine bargaining strategy prior to the initiation of any bargaining tasks.
2. Grievance audit and analysis - a thorough review to determine the number of grievances by section of the contract and the nature of and impact on the existing contract to those grievances should be completed by management representatives. This task can be accomplished by personnel administrators, superintendent and/or the district's attorney.
3. Contract analysis - a careful review, section by section, of the existing contract to identify problem areas, indicators of union bargaining objectives and the structure and operation of benefit employee plans istrators.
4. Compensation costs and personnel data - one of the most important pre-bargaining activities which should allow negotiators to rapidly calculate the impact of various positions presented during negotiations.
5. Designating bargaining team - determined by the board of education and superintendent, Miller suggests that the most important traits of members are technical knowledge, experience and personality.
6. Designate coordinating committee -- such a committee is composed of line and staff members of the organization that have substantial interest in the outcome of bargaining members once designated, meet with members of the negotiating team.
7. Multi-employer coordination - occurring only when various organizations are involved in or impacted by bargaining.
8. Contingency planning - a plan developed for implementation as a result of a bargaining impasse.
9. Communications program - programs to share information both ways with various personnel and the public during negotiations.
10. Contract review - completed by the coordinating committee.

11. Redefine bargaining strategy - the modification of original strategy after accomplishment of the above task.
12. Set bargaining guidelines - the development of a set of recommendations for top management with designation to the chief negotiator authority to settle contract.
13. Finalize proposals - the development of written proposals to serve as documents referred to during negotiations.
14. Brief directors - method of briefing board members regarding the planning process, guidelines and bargaining strategies (Miller, 1980, pp. 112-118).

Metzler (1975) suggests that before any negotiating team is ready to sit down at the table to negotiate a contract, the board of education for the participating school district must have completed five "crucial" procedures which include:

1. Prepare board demands.
2. Prepare and assemble statistical information pertaining to the school district.
3. Analyze the teachers' demands.
4. List all options available to the board in reference to each of the teachers' demands.
5. Determine all board parameters and develop the negotiating strategy (Metzler, 1975, p. 119).

Schmidt (1969) also conceives the negotiating process as including three stages: preparations for negotiations, negotiating the agreement and administering the agreement. He states that nine steps have been recommended to be adhered to by management in its preparation for bargaining. These steps include:

1. Thorough study of the present contract to determine those sections that require modification.
2. Close analysis of grievances to determine unworkable contract language and to indicate future employee demands.

3. Frequent conferences with principals and supervisors to better train such administrators for contract administration and to determine how the contract is working practically.
4. Conferences with other administrators from other districts who have contracts with the same employee organizations to exchange viewpoints and anticipate future demands.
5. Use of attitude surveys to determine employee reactions to various sections of the contract that may need revision.
6. Informal conferences with local employee organization leaders to discuss operational effectiveness of the contract.
7. Study of commercial reporting service on labor relations matters to keep current with recent developments in the field.
8. Collection and analysis of economic data.
9. Study and analysis of arbitration decisions under the current contract (Schmidt, Parker & Repas, 1969, p. 46).

Fletcher and Herring (1980) underscore that whatever planning process is used by the district, it should span more than a few weeks, should be initiated by the superintendent, should involve all administrators who would subsequently be responsible for managing any aspect of the contract, should be continuous and should involve members of the board of education in their role as policy makers. Care should be exercised in selecting members of the negotiating team, choosing administrators who are knowledgeable in curricular areas as well as finance. A chief negotiator should be chosen and empowered by the board of education to be in total charge of the district's bargaining team with the right to enter into tentative agreements on behalf of the district.

The second stage of bargaining, the actual negotiations process, is started after the negotiating teams have been selected and prepared, statistics compiled, demands categorized and ground rules established which can be observed during the bargaining sessions. Some of the ground rules include determining the place of meetings, time of meetings, frequency and length of meetings, the composition and size of both negotiating teams, the procedures for exchanging bargaining proposals, the right to caucus and adjourn, the agenda, time limits and the use of mediation for dealing with impasse arrived at during bargaining sessions (Schmidt, Parker and Repas, 1969).

The negotiations sessions that follow are typically a time for the presentation of both sides' demands and arguments, followed by requests for clarification of positions and the presentation of counter-proposals and accompanying arguments. Schmidt, Parker and Repas (1969) report that a review of the literature resulted in the definition of several types or categories of patterns of negotiations, keeping in mind the fact that each situation is unique and specific to the employment relationship. The four most typical patterns of negotiations are as follows:

- Type I. Employee organization is first to present demands with the board of education presenting counter-proposals. Reduced demands are met by additional counter-proposals and agreement is reached.
- Type II. This is a variation of Type I with the board of education introducing proposals and demands to the employee organization, and results from the district's need to monitor or cut costs and meet educational objectives.

- Type III. The board of education presents its proposal(s) and does not move unless the "facts" are disproven. There is a risk to this pattern of bargaining which requires a great deal of preparation.
- Type IV. The "war" approach included each side presenting ultimatums and often reaching impasse (Schmidt, Parker and Repas, 1969, p. 56).

Bargaining is to be conducted in "good faith", often with periodic joint statements being released that summarize and give details about those issues on which both parties have agreed. Additional meetings can be held after the agreement is signed and ratified by the employee organization and board of education.

The third and final stage or phase of the collective bargaining process is contract administration or management. The contract agreed to by both parties included the compromises made by both during negotiations, and should be honored and administered fairly. The contract governs salary as well as terms and conditions of employment. The administration of the contract is conducted primarily through the grievance procedure, which is, itself, a negotiable item. Grievances often arise over the interpretation, application or alleged violation of the terms of the contract. The grievance procedure serves several purposes, and is considered to be an extension of the collective bargaining process where both parties have agreed to resolve any differences that result from the terms of the agreement. The grievance procedure is a systematic method for resolving disputes, is a channel through which employees can voice their dissatisfaction and through which all employees who are members of the organization can be represented (Kerschen, 1974; Schmidt, Parker & Repas, 1969).

Probably the most important aspect of contract management is the grievance process, and the way in which various management participants in collective bargaining participate in such a process.

The literature reports that the roles and responsibilities of the various management participants in the collective bargaining process differ according to each of the three phases of bargaining and the tasks and functions to be accomplished within each phase.

Bailey and Booth (1978), in their book, Collective Bargaining and the School Board Member, state that the role of the board of education in collective bargaining is primarily one of planning. As part of this planning process, or preparations for bargaining, the board must determine or select the primary spokesperson or negotiator for the bargaining team. Additionally, the board of education must maintain open communications with the negotiating team, throughout all phases of collective bargaining so that the board's goals and objectives can be addressed during bargaining sessions and a contract can be negotiated that the board will be able to ratify.

The role of the superintendent in the process of collective negotiations cannot be over-emphasized, for his/her role is the determinant of the roles of other administrators or management participants in the process. Elam, Lieberman and Moskow (1967) indicate that two extreme positions are often expressed relative to the superintendent's role. The first is that he/she be bypassed and play no part in the process and the second position is that the



superintendent serve as the board of education's chief negotiator during the process. These authors and others believe that neither position will contribute to the long-term good of a school district. The literature would indicate that the superintendent's role is critical and should enable him to represent the best interests of the educational programs within the district. The superintendent is the chief administrator of the district, and as such, plays a very active role in initiating all of the activities that must be accomplished during each phase or stage of negotiations. Whether, by nature of the size or type of district, the superintendent is the actual person to collect and analyze information, or delegates this and other tasks to other management participants such as business managers, personnel directors, principals, it is the superintendent who must be responsible for "managing" the entire process. The superintendent plays an important communications role in relation to not only the board of education, and other management participants in the process, but also to members of the teachers' organization and staff.

Bailey and Booth (1978) define the role of "the administration" meaning central office administrators as well as building principals as providing resources, data, information and support to and for the board of education during the bargaining process. Included in list of activities that could be provided by these management participants are the following tasks:

1. Identifying parts of the current contract which make contract management difficult.

2. Gathering data from school districts with similar characteristics that reflect other settlements.
3. Developing facts about school operations which will be affected by an agreement.
4. Serving as consultants to the district's bargaining team regarding proposed items for the contract.
5. Serving as a temporary or permanent member of the negotiating team (Bailey and Booth, 1978, pp. 41-42).

The final phase of negotiations, contract management, often requires that various administrative staff play a role in certain tasks - specifically the grievance process.

#### Impact of Legislation on Collective Bargaining in Education

McCarthy and Cambron (1981) report that prior to the 1930s, labor relations in the private sector were "dominated by the judiciary" with management often being favored. Employee efforts to gain recognition for the purposes of bargaining were often thwarted by judicial intervention in the private sector through injunctions against strikes and boycotts. As a result, the courts often ruled in favor of management, thereby slowing the process of union development. The Norris-LaGuardia Act was passed in 1932, and had the effect of providing support to the worker. The purpose of this federal legislation was to restrict the role of the courts in labor disputes. The Norris-LaGuardia Act accomplished this by preventing the use of an injunction except in the event that public safety and/or health would be jeopardized or the union activity was clearly against the law. No new rights were accorded employees, but,

rather, there was a lessening of judicial control that had effectively prevented the development of unions. The Act also affirmed the right of employees in the private sector to engage in collective bargaining, however, there was no obligation for employers to bargain or even recognize the union (Mackert, 1973).

In 1935, the National Labor Relations Act (NLRA) was passed by Congress also referred to as the Wagner Act. The NLRA was a crucial private sector law which opened the door and legitimized or equalized the collective bargaining process. In addition to providing the legal foundation for collective bargaining, the NLRA also established an administering agency, the National Labor Relations Board (NLRB), created to monitor claims of unfair labor practices.

The establishment of the NLRB provided an administrative organization within the private sector. The constitutionality of the NLRB was confirmed through a series of court decisions by the United States Supreme Court in 1937, which found that Congress had acted appropriately when they passed the NLRA (Mackert, 1973).

The National Labor Relations Act was amended in 1947 by the Labor Management Relations Act, also known as the Taft-Hartley Act. While the Wagner Act did the same by regulating union practices, thereby providing a balance between labor and management. Since 1947, additional amendments to the Taft-Hartley Act have further limited union abuses and ensured greater freedom of choice to the individual relative to collective bargaining (McCarthy and Cambron, 1981).

Several significant court decisions impacted greatly on teachers. In addition to the Norwalk Teachers' Association v. Board of Education decision in 1951, which entitled teachers to organize and boards of education to negotiate, the New Hampshire Supreme Court rendered a decision in 1957 (Manchester v. Manchester Teachers' Guild) which upheld an injunction prohibiting the teachers' organization from striking (Mackert, 1973).

In June of 1961, President John F. Kennedy appointed a task force to investigate and make recommendations regarding employee-management relations in the federal government. The resultant document, Executive Order 10988, issued by President Kennedy on January 17, 1962, gave to all federal employees numerous rights to organize and collectively bargain. The order was a significant milestone for public employees and granted them the right to: (1) join or not join the organization of their choosing, (2) receive informal, formal or exclusive recognition, (3) meet and confer with respect to personnel policies and working conditions and (4) use advisory arbitration or grievances on contract interpretation or application (Mackert, 1973, p. 35-36).

It was not until the late 1960s that the rights of public employees, including teachers, to join a union were fully established. Restrictions against joining a union were challenged in various states through the courts. The Supreme Court held in Keyishian v. Board of Education that "public employment could not be conditioned on the relinquishment of free association rights," while McLaughlin

v. Tilendis determined that "an individual's right to join a union is protected by the first amendment" (McCarthy and Cambron, 1981, p. 147).

Individual state statutes and constitutions govern collective bargaining rights for employees. States who do have laws governing bargaining differ as to the rights afforded an employee. Courts often view collective bargaining as falling within the purview of legislative authority, and have restricted their involvement to the interpretation of statutes and constitutions. It is interesting to note that there is no uniformity among states regarding collective bargaining practices, and a wide range of experiences exists from state to state. McCarthy and Cambron (1981) report that while New York has a detailed collective bargaining statute, other states such as Virginia and North Carolina prohibit negotiated contracts between teachers' organizations and boards of education. In the absence of legislation mandating bargaining, some states have adopted statutes which permissively allow negotiated agreements. It was not until January 1, 1984, that Illinois adopted a statute which regulated collective bargaining for school employees. The passage of the Illinois Educational Labor Relations Act (IELRA or House Bill 1530) filled the legislative vacuum that had been present since the late 1960s, when numerous boards of education began to bargain without statutory requirement.

The IELRA contains several provisions that may impact on the roles played by the management participants in a district's collective bargaining process. Such provisions are listed as follows:

Section 4. Employer rights . . . employers, however, shall be required to bargain collectively with regard to policy matters directly affecting wages, hours and terms and conditions of employment . . .

Section 7. Recognition of exclusive bargaining representation -- unit determination. The Board is empowered to administer the recognition of bargaining representatives of employees of public school districts . . .

Section 10. Duty to Bargain. A public employer and the exclusive representative have the authority and the duty to bargain collectively as set forth in this section. (a) Collective bargaining is the performance of the mutual obligations of the educational employer and the representative of the educational employees to meet at reasonable times and confer in good faith with respect to wages, hours and other terms and conditions of employment, and to execute a written contract . . . (c) The collective bargaining agreement . . . shall contain a grievance resolution procedure . . .

Section 11. Non-member fair share payments.

Section 12. Impasses procedures.

Section 14. Unfair labor practices (Illinois Educational Labor Relations Act, 1984, pp. 5 - 17).

Since management participants in collective bargaining must complete various tasks that allow the negotiations process to occur, it is highly probable that the roles of such participants would be altered as a direct result of the passage and subsequent implementation of this act.

### Summary of Literature and Research

Chapter II has provided a review of the literature and research relative to the topics of the history and background of

collective bargaining in education, the role of management participants in three stages or phases of bargaining and the impact of legislation on collective bargaining in education.

Section one of the literature and research review demonstrated that teacher unionism is not a new phenomenon and chronicled the development and rise of the two major teacher organizations in this country - the National Education Association and the American Federation of Teachers.

Section two of the literature and research review identifies three stages or phases of collective bargaining - preparations for bargaining, the collective bargaining process and contract management. Specific tasks or activities that define each stage of bargaining were identified and the various roles played by the management participants within a school district were discussed.

Section three of the literature and research reviewed major legislative landmarks relative to collective bargaining in education including the National Labor Relations Act, the Taft-Hartley Act, Executive Order 10988 and selected court cases.

## CHAPTER III

### METHODS AND PROCEDURES

The review of related literature and research reported in Chapter II indicated that there was little research available regarding the roles of various school district employees in management positions in completing those tasks that define the collective bargaining/negotiation process occurring between that district's board of education and teacher's organization. Documentation was presented establishing the validity of examining such roles. The history and background of collective bargaining in education, and the roles of participants in various phases of collective bargaining, the preparation for bargaining, actual bargaining and contract management, were reviewed. Additionally, the impact of legislation on collective bargaining in education was examined as a part of the current research study.

The purpose of this study was to determine the role played by school district employees in management positions in completing the various tasks that define the collective bargaining/negotiation process occurring between a district's board of education and teacher's organization. This purpose was accomplished by conducting a quantitative analysis of the results of a survey instrument sent to all of the superintendents of elementary, high school and unit school districts in the six-county metropolitan area surrounding, but excluding, Chicago.



Selection of Population

Survey

The population selected for this study included all superintendents of elementary, high school and unit school districts in the following counties in Illinois:

<u>COUNTY</u>	<u>TOTAL NUMBER OF DISTRICTS</u>
Cook	143 (excluding Chicago)
DuPage	45
Kane	9
Lake	51
McHenry	21
Will	29

There are 298 such districts and questionnaires were sent to the superintendent of each of the 298 school districts. Districts were identified from the Illinois State Board of Education's directory entitled, 1984-85 Illinois Public School Districts and Schools.

Sources of Data

The review of the related literature and research conducted in Chapter II revealed no instrument appropriate for this research. Therefore a questionnaire was developed during the 1985-86 school year. In the course of researching this subject, over thirty-six items emerged as potential tasks to be accomplished during three identified phases or stages of the collective bargaining process. The three phases or stages of bargaining included:

- I. Preparation for Bargaining/Negotiations
- II. Collective Bargaining/Negotiations Process
- III. Contract Management

The sources used for identifying the bargaining phases and specific tasks associated with each phase were:

1. Review of the related literature and research
2. Practicing superintendents of school districts in Illinois
3. Practicing personnel directors of school districts in Illinois
4. Labor attorneys
5. Documents produced by the Illinois Association of School Boards
6. Document produced by the National PTA (Parent/Teacher Association)

The thirty-six potential tasks were reviewed and a number of items that were redundant or not specific to the process of collective bargaining were eliminated. The twenty-seven remaining tasks were grouped by function into one of three identified phases or stages of collective bargaining: ten tasks were included in Preparation for Bargaining/Negotiations, eleven tasks were included in the Collective Bargaining/Negotiations, and six items defined Contract Management.

The questionnaire also requested the following data:

1. Name of school district
2. Number of schools in district
3. Current district pupil enrollment
4. How long have you served as superintendent of schools in this district? How many years have you been employed as a superintendent?
5. Date of last negotiated contract (certified and non-certified staff)
6. Central office staff employed by district

### Field Study - Development of the Instrument

The questionnaire was field tested by administering it to three superintendents and one personnel director in four different suburban Cook County school districts. All field testers had participated extensively in the collective bargaining process within their respective districts.

Participants in the field testing were asked to review the six page questionnaire and to comment on the following with respect to the entire document:

1. Length of time to complete the questionnaire
2. Clarity of language for each item included in questionnaire
3. Ambiguity of items - suggested changes
4. Redundancy of items - suggested changes
5. Other comments/suggested changes
6. Overall impression and reaction to the questionnaire

The field testing resulted in four significant changes in the body of the questionnaire and the inclusion of three additional questions added to page one (demographic information) of the questionnaire.

As a result of redundancy noted by the field testers, the number of items was reduced to twenty-five. Added to each of the twenty-five statements was the phrase "Does Not Apply."

Each of the four field testers expressed the need for a definition of the potential responses (primary, secondary, little/none, not employed by district).

P = Played PRIMARY role (responsible for completion of task)

S = Played SECONDARY role (provided information/data)

O = Played LITTLE/NO role (consulted infrequently)

N = Not employed by district.

Another significant change resulting from the field testing was the inclusion of two questions requiring open-ended narrative responses. These questions referenced the Illinois Educational Labor Relations Act, also known as House Bill (H.B.) 1530. The questions were:

- a. Please list any changes in the roles of the management participants in your collective bargaining process that have occurred as a result of H.B. 1530.
- b. Please indicate the section/portion of H.B. 1530 that resulted in those changes listed above.

The final document included the following items that were added to page one as identifying or demographic data requested from each respondent:

1. Name of school district
2. County in which district is located
3. Number of schools in district
4. Type of school district (elementary, high school, unit)
5. Current district pupil enrollment
6. Length of time as superintendent of schools in this district
7. Length of time employed as superintendent
8. Current collective bargaining status

Starting date of first negotiated contract  
 Starting date of current negotiated contract  
 Duration of current negotiated contract

9. Dominant teacher organization affiliation (IEA, AFT, neither, both, independent)
10. Identification of central office staff employed by responding district

Necessary changes emerging from the field testing were incorporated into the revised final document (see Appendix B). The questionnaire became a three-sheet, back-to-back document. The cover page included general information, instructions and nine questions pertaining to identifying or demographic data. Page two through page five listed twenty-five tasks specific to the overall collective bargaining process, grouped into Section I. Preparation for Bargaining/Negotiations, Section II. Collective Bargaining/Negotiations Process, and Section III. Contract Management. Each of the twenty-five statements included a "Does Not Apply" option. For each statement or task, the respondent was required to indicate the role (Primary, Secondary, Little/No, or Not employed by District) played by the six management participants in collective bargaining. The six participants included:

1. Board of Education
2. Superintendent
3. Business Manager
4. Principal
5. Attorney
6. Other (by name)

Two open-ended questions were included. The purpose of these questions was to determine the impact of the Illinois Educational Labor

Relations Act (House Bill 1530) on the roles of management representatives in the collective bargaining process. Therefore, a superintendent completing the questionnaire and for whom all twenty-five items would be applicable, would give 150 responses to Sections I, II, and III. An assumption was made that superintendents were best able to complete the survey since the broad category of personnel management and the specific function of collective bargaining is identified as a management responsibility for a superintendent of schools by the Illinois Association of School Boards in the document, "A Superintendent Appraisal System" (Booth & Glaub).

The questionnaires, with a cover letter and a stamped, self-addressed return envelope, were mailed to the 298 superintendents in January, 1986 (See Appendices C and D). The mailing was designed so that the superintendents' responses could be anonymous. Those superintendents who wanted a copy of the results of the research were invited to request one.

The first mailing resulted in a 59.7 percent response. In February, 1986, a second request for response was mailed with a stamped, self-addressed return envelope (see Appendix E). This mailing yielded additional responses making a total return of 71.5 percent. A breakdown of the number of questionnaires mailed, and the numbers and responses after the first and second mailing for each county is shown below:

<u>COUNTY</u>	NUMBER OF QUESTION- NAIRES <u>MAILED</u>	<u>RETURN FROM FIRST MAILING</u>	<u>RETURN FROM SECOND MAILING</u>	<u>TOTAL RESPONSES</u>
Cook	143	90 (62.9%)	17 (11.9%)	107 (74.8%)
DuPage	45	28 (62.2%)	4 ( 8.9%)	32 (71.1%)
Kane	9	7 (77.7%)	1 (11.1%)	8 (88.8%)
Lake	51	25 (49.0%)	5 ( 9.8%)	30 (58.8%)
McHenry	21	13 (61.9%)	3 (14.3%)	16 (76.2%)
Will	29	15 (51.7%)	5 (17.2%)	20 (68.9%)
<u>TOTAL</u>	<u>298</u>	<u>178 (59.7%)</u>	<u>35 (11.8%)</u>	<u>213 (71.5%)</u>

Of the 213 responses received, thirty-two were discarded. Ten of the thirty-two not used were districts who did not complete the questionnaire because those districts did not bargain or negotiate. The remaining twelve (of the thirty-two) questionnaires were eliminated because they were incomplete. Therefore, 181 questionnaires (60.7%) of those mailed were analyzed.

#### Preparation of the Data

Chapter IV presents the results of the questionnaire in multi-variable tables using frequency analysis. The Chi-square test of significance was applied to determine systematic relationships among variables. An accompanying narrative description and analysis of each table is presented. A content analysis of the two open-ended questions was performed and is also presented in Chapter IV.

#### Treatment of the Data

The primary investigation focused on determining the extent that the listed management participants were involved in the three phases of the bargaining process; preparation for bargaining/negotiations, the

collective bargaining/negotiations process and contract management. The responses were tallied and charts were developed to demonstrate the results. The data were organized and analyzed as follows:

1. Frequency of responses for each item by county - Cook, DuPage, Kane, Lake, McHenry or Will.
2. Frequency of responses for each item by number of schools in each district - grades K-5; grades 6-8 or other.
3. Frequency of responses for each item by the type of school district - elementary, high school or unit.
4. Frequency of response for each item by years the current superintendent has served as such in the district
5. Frequency of responses for each item by the date of the district's first negotiated contract.
6. Frequency of responses for each item by the dominant teacher organization affiliation - IEA, AFT, Neither or Independent.
7. The number and percentage of dominant teacher organization affiliation (IEA, AFT, Neither, Independent) for responding school districts by county - Cook, DuPage, Kane, Lake, McHenry or Will.
8. The number and percentage of dominant teacher organization affiliation (IEA, AFT, Neither, Independent) by the type of responding school district (elementary, high school or unit).
9. The date of the currently negotiated contract by the type of responding school district (elementary, high school or unit district).



10. A cross-tabulation of school districts by number of schools in the district (grades K-5, grades 6-8 or other) by the type of school district (elementary, high school or unit) and by the current district pupil enrollment. District enrollment fell into one of the following six categories, identified by the Planning Research and Evaluation Department, Research Statistics Section of the Illinois State Board of Education (Illinois Teacher Salary Schedule and Contract provision Study - 1984-85):

- |                  |                  |
|------------------|------------------|
| 1. Under 500     | 4. 3,000 - 5,999 |
| 2. 500 - 999     | 5. 6,000 -11,999 |
| 3. 1,000 - 2,999 | 6. 12,000 & up   |

The second section of the research focused on the narrative responses to the two open-ended questions. Tables reporting the data were organized and narrative descriptions were presented (see Chapter IV).

#### Summary

This chapter presented a review of the problem, the selection of the population for the questionnaire, a description of the source of the data, a discussion of the field study and descriptions of how the data were presented.

Chapter IV presents an analysis of the data which is organized around each of the five research questions. A summary table is presented for each of the three components of collective bargaining: I. Pre-

paration for Bargaining/Negotiations, II. Collective Bargaining/Negotiations Process, and III. Contract Management. A narrative discussion follows each of the summary tables. Additional tables are presented which summarize each item determined to have a level of significance of 0.05% or less. Tables summarizing the relationships among the various demographic data and the extent to which the management representations or participants were involved in collective bargaining are also presented. A content analysis was performed on the open-ended questions and the results are presented and discussed in Chapter IV.

## CHAPTER IV

### PRESENTATION AND ANALYSIS OF THE DATA

#### Introduction

The purpose of this study was to determine the role played by school district employees or representatives functioning in a management capacity as they completed the tasks that are inherent in the collective bargaining or negotiations process occurring between a school district's board of education and the same district's established teacher's organization. The following research questions were developed to guide this study, according to superintendents:

1. To what extent are the various management representatives or participants involved in preparing for collective bargaining or negotiations?
2. To what extent are the various management representatives or participants involved in the collective bargaining or negotiations process itself?
3. To what extent are the various management representatives or participants involved in contract management?
4. What is the relationship between various demographic data and the extent to which the management representative or participants are involved in the collective bargaining or negotiations process?
5. What impact has the Illinois Educational Labor Relations Act (House Bill 1530) had on the roles of management representatives or participants in the collective bargaining/negotiations process?

### Procedures of the Study

The population selected for this study included all superintendents of elementary, high school and unit public school districts (excluding Chicago) in the following counties in Illinois: Cook, DuPage, Kane, Lake, McHenry, and Will. A questionnaire was developed, field tested and subsequently administered to the superintendents of the 298 school districts located in these identified six counties. The questionnaire included twenty-five items or statements which had been determined to be specific tasks associated with three phases or stages of any collective bargaining process. These stages included:

1. Preparation for Bargaining/Negotiations
2. Collective Bargaining/Negotiations Process
3. Contract Management

Superintendents were asked to designate which of the management participants in collective bargaining (board of education, superintendent, business manager, principal, attorney or other) played a primary, secondary or little/none role in completing each of the twenty-five tasks. Superintendents were allowed to indicate that the item did not apply to their district and/or that any of the identified management participants were not employed by the district.

In addition to requesting responses to the twenty-five items included in the questionnaire, superintendents were also asked to indicate the following:

1. Name of school district
2. County in which district is located

3. Number of schools in district
4. Type of district
5. Current district pupil enrollment
6. How long have you served as superintendent of schools in this district?
7. Current collective bargaining status
8. Dominant teacher organization affiliation
9. Central office staff employed by district

Two open-ended questions were also included. Both questions attempted to determine what impact the Illinois Labor Relations Act (H.B. 1530) has had on the roles of management participants in the collective bargaining process since January 1, 1984. Superintendents were asked to list role changes of management participants and to indicate the section of the statute that resulted in such changes.

In January, 1986, questionnaires were mailed to 298 superintendents. The first mailing resulted in a sixty percent response. A second mailing yielded additional responses which led to an overall return of seventy-two percent. After questionnaires were eliminated which had been incorrectly completed, or which were returned by superintendents who stated that their districts did not collectively negotiate, the remaining 181 completed questionnaires, which comprised a response of sixty-one percent, were then analyzed.

The results of the analysis of these questionnaires are presented in numerous multi-variable tables using frequency analysis. The Chi-square test of significance was used to determine systematic relationships among the variables.

Chapter IV is organized around the stated research questions and includes tables which summarize and analyze the data. A summary table is presented for each of the three components of collective bargaining: I. Preparation for Bargaining/Negotiations, II. Collective Bargaining/Negotiations Process, and III. Contract Management. A narrative discussion follows each of the summary tables. Additional tables are presented which summarize those variables determined to have a level of significance of 0.05 or less. Tables are also included which summarize and discuss the relationships among the various demographic data and the extent to which the management representatives or participants were involved in collective bargaining. Finally, a content analysis performed on the two open-ended questions included in the questionnaire is presented, followed by a discussion of the implications. The last section of Chapter IV summarizes the results.

#### Research Question Number One

To what extent are the various management representatives or participants involved in preparing for collective bargaining?

It has been said by several authors that one of the most significant and influential aspects of the process of collective bargaining is, prebargaining planning, or preparations for negotiations (Hersey, 1977; Miller, 1978; Metzler, 1975). A number of specific tasks were identified, as a result of a review of the literature and research on collective bargaining, that were clustered into the planning phase which, for the purposes of this study, was titled Preparation for Bargaining/Negotiations. These tasks included: an analysis of past grievances to de-

termine unworkable contract language; an anticipation of future employee demands; the determination of the composition of the negotiating team; information gathering and compilation of relevant economic data; establishment of administrative priorities in the actual negotiations process; legal research; preparation of administrative proposals and alternate positions to be presented during negotiations and the determining if an outside negotiator should be employed.

Data describing the frequency and percentages of responses to each item listed in Section I (Preparation for Bargaining/Negotiations) are provided in Tables 1.1 and 1.2.

Part I, Preparation for Bargaining/Negotiations, included nine items or tasks that must be accomplished in order to complete this phase of the bargaining process.

Twenty-six percent of the 181 respondents to Item Ia, "analyze grievances to discover defective or unworkable contract language" indicated that, for their district, this item was not applicable. Of the twenty-five items included in the questionnaire, the first item resulted in the largest percentage of respondents indicating non-applicability.

Table 1.1 summarizes the total number of responses by management participant and role function to each of the nine items included in Part I, Preparation for Bargaining/Negotiations. Fifty-four percent of the respondents to Item Ia indicated that they played little or no role in the performance of this task. The management participant who played a primary role in completing this task was the superintendent of schools (sixty-five percent). A second management participant who played a pri-

TABLE 1.1

Percentage of Responses to Items Defining Management Participants' Role  
in Preparation for Collective Bargaining

ITEM**	BOARD OF EDUCATION					SUPERINTENDENT					BUSINESS MANAGER					PRINCIPAL					ATTORNEY					OTHER				
	N	P*	S*	O*	N*	N	P	S	O	N	N	P	S	O	N	N	P	S	O	N	N	P	S	O	N	N	P	S	O	N
I a	131	14	31	54	1	132	65	30	5	0	120	13	33	28	25	127	21	45	33	1	129	43	33	19	5	55	73	7	2	18
I b	166	22	50	28	0	171	84	16	0	0	164	21	33	15	31	166	24	52	20	4	163	22	28	38	12	62	71	10	19	0
I c	173	84	12	4	0	174	61	34	5	0	166	5	19	42	33	166	5	14	74	7	167	10	15	61	14	53	34	28	15	23
I d	152	16	36	45	2	156	76	19	5	1	142	17	32	22	30	152	22	41	33	3	149	11	17	57	15	62	57	19	5	19
I e	174	6	29	64	1	179	64	28	8	0	170	53	11	6	30	168	5	30	60	5	169	7	18	62	13	58	59	17	5	19
I f	174	31	51	18	0	176	92	8	0	0	166	21	31	17	31	171	23	46	28	3	161	7	26	55	12	61	51	28	5	16
I g	163	3	25	72	0	168	39	47	14	0	157	8	31	32	29	158	1	22	70	7	162	68	13	11	8	54	44	32	11	13
I h	170	19	53	28	0	175	75	23	1	0	162	22	32	15	30	168	10	49	36	5	168	32	27	31	10	67	64	21	2	13
I i	162	96	2	1	1	158	55	40	4	1	150	2	21	47	29	151	1	7	83	9	149	3	7	75	15	45	9	47	20	24

- \* P = Primary Role
- \* S = Secondary Role
- \* O = Little/No Role
- \* N = Not employed by District

\*\* (see Table 1.2 for a list of items)



TABLE 1.2

TASKS INCLUDED IN PHASE I, PREPARATION FOR BARGAINING/  
NEGOTIATIONS OF COLLECTIVE BARGAINING PROCESS

ITEM NUMBER	SPECIFIC TASK
I a.	Analyze grievances to discover defective or unworkable contract language.
I b.	Anticipate future employee organization demands.
I c.	Determine composition of negotiating team.
I d.	Conduct meetings or confer with teachers, principals, supervisors, central office administrators, parents and/or community to gather information or data regarding implementation of the current contract, and to identify sections that may need change or modification.
I e.	Compile needed information and relevant economic data.
I f.	Establish administrative priorities in negotiations.
I g.	Conduct legal research and review developments that may affect future contract negotiations.
I h.	Prepare administrative proposals and alternative positions to be presented during contract negotiations.
I i.	Determine if outside negotiator should be hired.

mary role in completing this task (in the fifty-five districts that employed such a person) was the participant defined as "other". This person was usually identified as the director or assistant superintendent of personnel. In those districts employing such an individual, that person often assumed a primary role in the completion of many of the tasks described throughout this questionnaire. However, it should be noted that the analysis of data and discussion of implications regarding the management participant defined as "other" is based on a significantly smaller number of responses than for all other listed management participants.

The responses indicated that the superintendent of schools was more often identified as the management participant playing the primary role in accomplishing the following tasks included in preparing for bargaining: Item Ia, Ib, Ic, Id, Ie, If, Ih and Ii. More than fifty percent of the respondents indicated that the superintendent was responsible for playing a primary role in completing eight of the nine tasks. Item If, establishing administrative priorities in negotiations, was reported by ninety-two percent of the respondents to be viewed as the superintendent's greatest area of primary role responsibility.

The board of education was viewed by respondents as playing a primary role in determining the composition of the negotiating team (Item Ic - eighty-four percent) and determining if an outside negotiator should be hired (Item Ii - ninety-six percent). The data indicated that the board of education played a secondary role in establishing administrative priorities in negotiations (Item If - fifty-one percent),

and in preparing administrative proposals and alternative positions to be presented during contract negotiations (Items Ih - fifty-three percent). It was reported that the board of education played little or no role in analyzing grievances (Item Ia - fifty-four percent), in compiling needed information and relevant economic data (Item Ie - sixty-four percent), or in conducting legal research (Item Ig - seventy-two percent). Other management participants assumed a greater primary role in completing these tasks.

In approximately thirty percent of all districts surveyed, no business manager was employed. In those districts employing a business manager, the data indicated that the task which business managers were primarily responsible for completing was compiling needed information and relevant economic data (Item Ic - fifty-three percent).

Although the responses indicated that the principal played no primary role in this phase of collective bargaining, the data did reveal that principals played a secondary role in anticipating future employee demands (Item Ib - fifty-two percent).

Significant differences among the roles of the various management participants will be explored further in the discussion of research question four which addresses the relationship among the demographic data and the extent to which the participants are involved in the collective negotiations process.

#### Summary

The findings indicated that the management participant who was most frequently identified as having a primary role on the completion of the

tasks defining the preparation phase of bargaining was the superintendent of schools. Eight of the nine tasks were reportedly viewed as the primary role of the superintendent by fifty percent or more of the respondents. Boards of education were identified as playing a primary role in determining the composition of the negotiating team and in determining if an outside negotiator should be employed by the district. Principals were reported to play the least primary role in completing any of the tasks in the preparations phase, as were business managers with the exception of the task involving compiling needed information and relevant economic data. Approximately thirty percent of the responding districts indicated that business managers were not employed. Attorneys were also indicated to be minimally involved, with the exception of conducting legal research. Although the management participant defined as "other" was reported by fifty percent or more of the respondents to play a primary role in completing eight of the nine tasks, such data must be viewed with caution, since significantly fewer responses were noted for this management participant.

#### Research Question Number Two

To what extent are the various management representatives or participants involved in the collective bargaining/ negotiations process itself?

The actual process of collective bargaining is complex and entails numerous steps. Success is often based on variables including preplanning, the attitudes and skills of members of the bargaining team and the political motivations on both sides (Fletcher and Herring, 1980). Those

ten tasks believed to be most closely associated with the successful completion of the collective bargaining process were identified and listed in Part II of the survey, called the Collective Bargaining/Negotiating Process. These tasks included: communications with the teacher organization; arranging meetings; attending negotiating sessions; gathering additional data; developing language to be used in the contract; participation in the development of negotiating session agendas; developing procedures for exchanging bargaining proposals; participation in caucus sessions; in on-going dialogue with the board chief negotiator and maintaining an official record of proposals; counterproposals and tentative agreements. Data describing the frequency and percentages of responses to each item listed in Section II (Collective Bargaining/Negotiations Process) are provided in Tables 2.1 and 2.2.

Table 2.1 summarizes the total number of responses to each of the ten items identified as tasks or functions needed to be completed by management representatives participating in the actual collective bargaining process. The data indicated that the management representative assuming the primary role in the collective bargaining process was the superintendent. This was true for Items IIa, IIb, IIc, IIe, IIh and Iii where fifty percent or more of the responding districts reported that the superintendent played a primary role in accomplishing these tasks. Item Iii, participating in on-going dialogue with the board chief negotiator, was reported as the item with the highest percentage of frequency of response in this section of the questionnaire (eighty-one percent).

TABLE 2.1

Percentage of Response to Items Defining Management Participants' Role in Collective Bargaining Process

ITEM**	BOARD OF EDUCATION					SUPERINTENDENT					BUSINESS MANAGER					PRINCIPAL					ATTORNEY					OTHER				
	N	P*	S*	O*	N*	N	P	S	O	N	N	P	S	O	N	N	P	S	O	N	N	P	S	O	N	N	P	S	O	N
II a	171	26	37	37	0	172	80	13	7	0	161	7	17	42	34	166	7	22	63	8	163	7	15	64	14	58	45	21	15	19
II b	168	26	37	36	1	170	61	25	13	1	160	9	19	40	32	163	2	10	80	8	163	18	16	53	13	60	55	12	17	16
II c	177	69	15	15	1	176	40	30	29	1	169	37	13	19	31	171	31	19	43	7	171	42	8	37	13	69	71	10	6	13
II d	172	5	35	59	1	177	76	16	6	1	167	43	19	7	31	171	17	44	35	4	170	25	38	27	10	68	75	10	2	13
II e	172	17	46	36	1	175	53	38	7	1	164	17	28	24	31	169	9	37	48	6	175	63	17	13	7	67	64	19	5	12
II f	170	46	35	18	1	170	48	37	15	0	160	17	27	24	32	164	7	29	57	6	165	37	13	37	11	66	67	15	6	12
II g	164	37	31	31	1	164	38	35	26	1	155	11	24	33	32	159	5	24	33	32	161	42	14	34	10	65	60	15	9	15
II h	178	75	12	13	0	178	67	20	12	1	168	41	15	13	31	170	33	18	44	5	174	44	9	35	12	68	75	7	6	12
II i	151	55	28	16	1	156	81	14	5	0	147	25	24	21	30	147	16	22	56	6	135	42	14	31	13	60	57	12	8	23
II j	173	13	37	49	1	174	38	33	28	1	167	19	22	28	32	168	3	19	69	9	169	36	11	41	12	74	76	7	4	13

- \* P = Primary Role
- \* S = Secondary Role
- \* O = Little/No Role
- \* N = Not employed by District

\*\* (see Table 2.2 for a list of items)

TABLE 2.2

TASKS INCLUDED IN PHASE II, COLLECTIVE BARGAINING/NEGOTIATIONS  
 PROCESS OF COLLECTIVE BARGAINING PROCESS

ITEM NUMBER	SPECIFIC TASK
II a.	Establish communication with the teacher organization.
II b.	Arrange meetings between administrator/board negotiating team and teacher organization.
II c.	Attend negotiation sessions as a member of negotiating team.
II d.	Gather additional data relative to issues raised during negotiations.
II e.	Develop language to be used in contract.
II f.	Participate in development of negotiating session agendas.
II g.	Develop procedure for exchange of bargaining proposals.
II h.	Participate in caucus sessions.
II i.	Participate in on-going dialogue with board chief negotiator.
II j.	Maintain official record of proposals, counter-proposals and tentative agreements.

Sixty-nine percent of the respondents reported that the board of education played a primary role in attending negotiations sessions. Seventy-five percent of the respondents reported that members of the board of education played a primary role in participating in caucus sessions.

An analysis of the data indicated that slightly over one-fourth (twenty-seven percent) of the 181 responding districts employ an administrator in a personnel capacity (personnel director/assistant superintendent for personnel) and that this management participant was identified under the category of "other." When a district does employ an administrator in this capacity, he/she was reported to play a primary role in completing certain tasks in the process of collective bargaining which included gathering additional data relative to issues raised during negotiations (Item II d - seventy-five percent), participating in caucus sessions (Item II h - seventy-five percent) and maintaining an official record of proposals, counterproposals and tentative agreements (Item II j - seventy-six percent). Although this data should be viewed with caution due to the smaller number of respondents, it cannot be disregarded.

Approximately thirty-two percent of all districts responding to this survey indicated that they did not employ a business manager. It was noted, however, that in forty-three percent of the districts employing a business manager, this administrator played a primary role when it came to gathering additional data relative to issues raised during negotiations (Item II d). This item resulted in the highest percentage of response indicating primary status for the business manager.



Twelve percent of responding districts stated that they did not employ an attorney relative to the collective bargaining process. However, the data indicated that sixty-three percent of those districts employing an attorney reported that their attorney played a primary role in developing language to be used in the contract (Item IIe). Principals appeared to play little or no role in the actual process of collective bargaining.

#### Summary

These findings indicated that the superintendent of schools played the primary role in completing tasks that defined the process of collective bargaining. In six of the ten tasks, fifty percent or more of the respondents reported that the superintendent was the administrator who played a primary role in completing the listed activities. The data also indicated that sixty-three percent of the respondents reported that the attorney played a primary role in developing language to be used in the contract, while, the board of education played a primary role in attending negotiations sessions and in participating in caucus sessions. Principals were indicated to play little or no role in half of the items by fifty percent or more of the respondents. Thirty to thirty-four percent of the districts reported that they did not employ a business manager, and those who did employ such an administrator indicated that the role responsibility varied depending on the task. Although significantly fewer districts indicated that they employed an administrator responsible for personnel issues, when one was employed, they often played a primary role in bargaining, particularly during this phase.

Research Question Number Three

To what extent are the various management representatives or participants involved in contract management?

The third stage or phase of collective bargaining is termed contract administration or contract management. Described as being separate but interrelated to the process of collective negotiations, this aspect of bargaining establishes the provisions that allow both sides to adjust to the contract that has been negotiated, and to settle disputes should they arise (Kershen, 1980).

The six tasks identified for this study and defined under the category of contract management included: publishing the final contract; developing training programs for administrative staff; managing and participating in the grievance procedure; maintaining communication with the board of education and providing technical assistance to administrative staff in contract management.

Data describing the frequency and percentage of responses to each of these six items (listed in Section III, Contract Management) is provided in Tables 3.1 and 3.2.

Table 3.1 summarizes the number of district responses to each of the six items in Section III of the survey dealing with Contract Management. Of the 298 districts surveyed in Cook, DuPage, Kane, Lake, McHenry and Will counties, 181 superintendents responded. Of the six items included in this part of the survey (Contract Management) four items yielded a ten percent or higher response indicating the item was not applicable to the district:

**TABLE 3.1**

**Percentage of Response to Items Defining Management Participants' Role  
in Contract Management**

ITEM**	BOARD OF EDUCATION					SUPERINTENDENT					BUSINESS MANAGER					PRINCIPAL					ATTORNEY					OTHER				
	N	P*	S*	O*	N*	N	P	S	O	N	N	P	S	O	N	N	P	S	O	N	N	P	S	O	N	N	P	S	O	N
III a	168	12	22	64	2	171	63	13	23	1	161	17	15	37	31	162	3	7	80	9	167	20	13	56	11	69	68	7	12	13
III b	147	3	22	73	2	150	83	11	5	1	139	16	26	29	30	143	8	34	54	4	144	16	26	48	10	55	69	11	5	15
III c	161	20	43	35	2	162	86	12	2	0	151	11	24	34	31	159	47	34	16	3	152	25	35	33	7	58	57	17	9	17
III d	153	52	16	29	3	156	81	10	8	0	141	7	13	47	33	154	78	9	9	4	144	13	19	56	12	48	40	12	30	19
III e	140	12	21	60	7	171	98	2	0	0	157	8	27	33	31	163	3	31	61	5	160	6	26	58	10	60	40	27	17	17
III f	145	3	15	77	5	152	67	23	10	0	143	13	27	32	28	145	8	34	53	5	152	48	28	20	5	57	65	14	7	14

- \* P = Primary Role
- \* S = Secondary Role
- \* O = Little/No Role
- \* N = Not employed by District

\*\* (see Table 3.2 for a list of items)

TASKS INCLUDED IN PHASE III, CONTRACT MANAGEMENT  
OF COLLECTIVE BARGAINING PROCESS

ITEM NUMBER	SPECIFIC TASK
III a.	Publish final contract for distribution to administrative and teaching staff.
III b.	Develop training program for administrative staff relative to management of the agreed-upon contract.
III c.	Manage and participate in grievance procedure.
III d.	Function as one step in the grievance procedure.
III e.	Maintain communication with Board of Education regarding management of the contract.
III f.	Provide technical assistance to administrative staff in the contract management process.

<u>ITEM</u>	<u>% RESPONSE - DOES NOT APPLY</u>
IIIb	17.2%
IIIc	10.6%
IIId	11.7%
IIIf	11.2%

The data revealed, yet again, that the superintendent appeared to be the management participant in this phase of collective bargaining who played the primary role in completion of all of the tasks defining contract management. The data indicated that between sixty-three and ninety-eight percent of the responding districts reported that the superintendent played a role for completing these tasks.

A significant observation from the data was that the superintendent shared a primary role with the principal for functioning as one step in the grievance procedure (Item IIId). Ninety-eight percent of the respondents indicated that the superintendent played the primary role in maintaining communication with the board of education regarding the management of the contract (IIIe). This was the greatest response to any item on the questionnaire.

Respondents viewed the board of education as also playing a primary role in functioning as one step in the grievance procedure (Item IIId - fifty-two percent).

Approximately thirty-one percent of the 173 districts responding to this section of the questionnaire did not employ a business manager. The data would indicate business managers played little or no role in any of the six tasks defining contract management.

Between five and twelve percent of the responding districts reported that an attorney was not employed by their district. Forty-eight percent of the respondents indicated that when an attorney was employed, the attorney played a primary role in providing technical assistance to administrative staff in the contract management process (Item IIIf).

Of those districts employing personnel administrators, a majority of the respondents indicated that the personnel administrators played a primary role in completing the following tasks:

- a. Item IIIa - publishing the final contract (sixty-eight percent).
- b. Item IIIb - developing training programs for administrative staff (sixty-nine percent).
- c. Item IIIc - managing and participating in grievance procedure (fifty-seven percent).
- d. Item IIIf - providing technical assistance to administrative staff (sixty-five percent).

#### Summary

These findings would indicate that, with few exceptions, the management participant reported to play a primary role in each of the six tasks defining the contract management phase of bargaining was the superintendent. Between sixty-three and ninety-eight percent of the respondents indicated the superintendent played a primary role in completing all tasks during this phase. Fifty-two percent of the respondents reported that the board of education played a primary role in functioning as one step in the grievance process. Seventy-eight percent of the respondents indicated that the principal also played a primary role in the same task. The management participant called "other" was indicated as playing a primary role in four of the six tasks. However, as has

been stated before, conclusion relative to these observations should be tempered by the fact that significantly fewer districts responded to the items pertaining to this management participant.

Tables 4, 5 and 6 provide an analysis of the data collected from respondents relative to demographic variables. All respondents were asked to indicate the name of the county in which the district was located, number of schools in the district, type of school district, current district pupil enrollment, length of time the superintendent had served as superintendent of schools in this district, number of years the superintendent had been employed as a superintendent, current collective bargaining status, dominant teacher organization affiliation and the identification of central office staff employed in the district by position.

Table 4 summarizes the number of district responses by county and by dominant teacher organization. Of the 298 districts surveyed in Cook, DuPage, Kane, Lake, McHenry and Will Counties, 181 superintendents reported a dominant teacher organization affiliation. Choices of organizations included the IEA (Illinois Educational Association), the AFT (American Federation of Teachers), neither organization or an independent organization.

Of the 181 responding districts sixty-six percent reported the IEA as the dominant teacher organization affiliation. Twenty-six percent of the districts responding to the questionnaire indicated dominant teacher organization membership in the AFT, while only 5.5% reported neither organization nor an independent teacher organization as dominant. Re-

TABLE 4

PERCENTAGE OF SCHOOL DISTRICT DOMINANT TEACHER  
ORGANIZATION AFFILIATION BY COUNTY

DOMINANT TEACHER ORGANIZATION									
COUNTY	<u>N</u>	IEA%	<u>N</u>	AFT%	<u>N</u>	NEITHER	<u>N</u>	INDEPENDENT	TOTAL <u>N</u>
Cook	57	64.0	26	29.2	5	5.6	1	1.1	89
DuPage	27	87.1	3	9.7	0	0	1	3.2	31
Kane	5	83.3	1	16.7	0	0	0	0	6
Lake	11	44.0	8	32.0	0	0	6	24.0	25
McHenry	12	92.3	0	0	0	0	1	7.7	13
Will	7	41.2	9	52.9	0	0	1	5.9	17
TOTAL	119		47		5		10		181



spondents in Cook, DuPage, Kane, Lake and McHenry Counties reported that the IEA was the dominant teacher organization, while school districts in Will County indicated dominance in the AFT.

School districts in McHenry County have the highest percentage (ninety-two percent) of teacher organizations affiliated with the IEA, while Will county had the highest percentage (fifty-three percent) AFT affiliated organizations. Lake County indicated that twenty-four percent of its districts were affiliated with an independent teacher organization.

Table 5 summarizes dominant teacher organizations in Illinois elementary, high school and unit school districts located within Cook, DuPage, Kane, Lake, McHenry and Will Counties. The data would indicate that affiliation with the IEA was greater for all responding districts regardless of the type of district. Sixty-six percent of responding elementary districts have teacher organizations that are affiliated with the IEA, fifty-six percent of responding high school districts are affiliated with the IEA as are eighty-three percent of the unit districts that responded.

Seventy percent of the responding 181 districts reported themselves as elementary districts, twenty percent stated that they were high school districts and ten percent indicated that they were a unit district. It should be noted that the unit districts reported the highest percentage of affiliation with the IEA and the high school districts indicated the greatest percentage of affiliation with the AFT. Eleven percent of the responding high school districts noted an independent dominant teacher organization affiliation.

TABLE 5

COMPARISON BY DISTRICT OF DOMINANT TEACHER ORGANIZATION AFFILIATION  
BASED ON TYPE OF SCHOOL DISTRICT: ELEMENTARY, HIGH SCHOOL, UNIT

TYPE OF SCHOOL DISTRICT	PERCENTAGE OF DISTRICTS AFFILIATED WITH IEA		PERCENTAGE OF DISTRICTS AFFILIATED WITH AFT		PERCENTAGE OF DISTRICTS AFFILIATED WITH NEITHER OR INDEPENDENT	
	<u>N</u>		<u>N</u>		<u>N</u>	
Elementary	84	66.1%	32	25.2%	11	8.7%
High School	20	55.6%	12	33.3%	4	11.1%
Unit	15	83.3%	3	16.7%	0	0 %
TOTAL	119		47		15	

Table 6 summarizes data relative to the type of school district (elementary, high school and unit) responding to the questionnaire by total district student enrollment. The data would indicate that between 89.2% and 95.8% of school districts responding to this questionnaire, with a student enrollment of under 500 and up to 999, are elementary districts. Seventy-three percent of responding districts with a total student enrollment of between 1,000 and 2,999 were classified as elementary districts.

Forty-five percent of the districts having student enrollments between 3,000 and 5,999 were high school districts. Fifty-six percent of the districts having a student enrollment between 6,000 and 11,999 and fifty percent of those districts having a student enrollment over 12,000 were unit districts.

#### Research Question Number Four

What is the relationship between various demographic data and the extent to which the management representatives or participants are involved in the collective bargaining/negotiations process?

#### County

This section addresses the research question and discusses those statistically significant responses for each item or dependent variable in relationship to various independent variables. The frequency of responses for each item in the survey was tallied and analyzed. Tables 7.1 and 7.2 present a listing of all items statistically significant at the .05 level or better with the county as the independent variable. Also included in Table 7.1 are results of the single sample chi-square test, and the reported degrees of freedom for the level of significance.

TABLE 6

PERCENTAGE COMPARISON BY TYPE OF SCHOOL DISTRICT  
 (ELEMENTARY, HIGH SCHOOL, UNIT)  
OF DATE OF MOST CURRENT NEGOTIATED CONTRACT

TYPE OF SCHOOL DISTRICT	<u>N</u>	CURRENT NEGOTIATED CONTRACT 1985	CURRENT NEGOTIATED CONTRACT 1984	CURRENT NEGOTIATED CONTRACT 1983	CURRENT NEGOTIATED CONTRACT 1982	CURRENT NEGOTIATED CONTRACT 1981
Elementary	115	11.3%	51.3%	37.4%	0 %	0 %
High School	31	0 %	22.6%	67.7%	6.5%	3.2%
Unit	14	7.1%	57.1%	28.6%	7.1%	0 %
TOTAL	160					

Three items were determined to be statistically significant in the Preparation for Bargaining phase of collective bargaining. Item Ic, "determine composition of negotiating team" was significant for the superintendent. Item Ih, "prepare administrative proposals and alternative positions to be presented during contract negotiations" and Item Ii, "determine if outside negotiator should be hired" were both significant for the position of business manager.

An analysis of Item Ic, with a .004 level of significance for the position of superintendent, would indicate that between sixty-four and eighty-three percent of responding districts in Cook, DuPage, Kane and Lake Counties reported the superintendent as playing a primary role in completing this task. Only twenty-three percent of the respondents from McHenry County and forty-three percent from Will County identified the superintendent as playing a primary role in determining the composition of the negotiating team. The preponderance of respondents from these two counties reported that superintendents played a secondary role in completing this task. Therefore, the data would indicate that superintendents in the four counties of Cook, DuPage, Kane and Lake are more likely to hold the primary responsibility for determining the composition of the negotiating team, than are McHenry or Will County superintendents.

Items Ih and Ii were specific to business managers, and were significant at the .026 and .001 levels respectively. There appear to be two possible explanations for the significance of these two items in relationship to business managers. First, for both Item Ih and Item Ii,

STATISTICALLY SIGNIFICANT ( $p < .05$ ) TASKS IN THE COLLECTIVE BARGAINING  
 PROCESS BY COUNTY: COOK, DuPAGE, KANE, McHENRY, LAKE, WILL

ITEM/TASK BY POSITION	TOTAL N	CHI-SQUARE	df	SIGNIFICANCE
I. PREPARATION FOR NEGOTIATIONS				
c. Determine composition of negotiating team. (Superintendent)	N=174	25.739	10	.004
h. Prepare administrative proposals and alternative positions to be presented during contract negotiations. (Business Manager)	N=162	27.385	15	.026
i. Determine if outside negotiator should be hired. (Business Manager)	N=150	38.898	15	.001
II. COLLECTIVE BARGAINING/NEGOTIATIONS PROCESS				
a. Establish communication with teacher organization. (Board of Education)	N=171	19.530	10	.034
c. Attend negotiation sessions as a member of negotiating team. (Superintendent)	N=176	25.274	15	.046
c. (Principal)	N=171	34.509	15	.003
d. Gather additional data relative to issues raised during negotiations. (Superintendent)	N=177	29.176	15	.015
f. Participate in development of negotiating session agendas. (Superintendent)	N=170	29.681	10	.001

TABLE 7.1 (continued)

ITEM/TASK BY POSITION	TOTAL N	CHI-SQUARE	df	SIGNIFICANCE
h. Participate in caucus sessions. (Principal)	N=170	30.164	15	.011
k. Maintain official record of proposals, counterproposals and tentative agreements. (Board of Education)	N=173	28.054	15	.021
k. (Superintendent)	N=174	28.424	15	.019
III. <u>CONTRACT MANAGEMENT</u>				
d. Function as one step in the grievance procedure. (Principal)	N=154	25.220	15	.047
e. Maintain communication with Board of Education regarding management of contract. (Other)	N= 60	27.488	15	.025
f. Provide technical assistance to administrative staff in the contract management process. (Board of Education)	N=145	28.788	15	.017
f. (Superintendent)	N=152	19.933	10	.030
f. (Other)	N= 57	32.300	15	.006

ITEM/POSITION/ROLE

COUNTY	<u>Item Ic.</u> SUPERINTENDENT				<u>Item Ih.</u> BUSINESS MANAGER				<u>Item Ii.</u> BUSINESS MANAGER				<u>Item Iia.</u> BOARD OF EDUCATION			
	P*	S*	O*	N*	P*	S*	O*	N*	P*	S*	O*	N*	P*	S*	O*	N*
Cook	66	31	3	0	23	34	15	28	1	18	51	30	24	35	40	0
DuPage	64	23	13	0	11	54	7	29	0	32	44	24	17	41	41	0
Kane	83	0	17	0	17	33	33	17	0	17	67	17	0	17	83	0
Lake	64	36	0	0	35	26	26	13	22	32	59	9	24	36	40	0
McHenry	23	77	0	0	10	20	10	60	22	0	22	56	58	42	0	0
Will	44	44	12	0	31	6	6	57	0	21	21	57	35	47	18	0

COUNTY	<u>Item Iic.</u> SUPERINTENDENT				<u>Item Iic.</u> PRINCIPAL				<u>Item Iid.</u> SUPERINTENDENT				<u>Item Iif.</u> SUPERINTENDENT			
	P*	S*	O*	N*	P*	S*	O*	N*	P*	S*	O*	N*	P*	S*	O*	N*
Cook	47	31	20	2	36	15	42	7	78	16	6	0	55	37	8	0
DuPage	29	23	48	0	48	26	19	7	67	20	7	6	50	13	37	0
Kane	17	0	83	0	33	50	17	0	17	50	33	0	0	50	50	0
Lake	39	26	35	0	17	25	58	27	80	16	4	0	46	50	4	0
McHenry	23	54	23	0	0	0	73	27	85	15	0	0	31	46	23	0
Will	53	29	18	0	20	13	60	7	94	0	6	0	41	53	6	0

COUNTY	<u>Item IIh.</u> PRINCIPAL				<u>Item IIj.</u> BOARD OF EDUCATION				<u>Item IIj.</u> SUPERINTENDENT				<u>Item IIId.</u> PRINCIPAL			
	P*	S*	O*	N*	P*	S*	O*	N*	P*	S*	O*	N*	P*	S*	O*	N*
Cook	36	15	43	6	13	35	49	2	42	33	24	1	81	6	12	1
DuPage	53	20	23	3	0	30	70	0	26	22	52	0	89	4	4	3
Kane	17	67	17	0	0	0	100	0	17	0	83	0	67	0	33	0
Lake	26	17	57	0	24	44	32	0	42	42	16	0	60	25	10	5
McHenry	0	18	64	18	33	50	17	0	58	42	0	0	73	9	0	18
Will	19	12	63	6	13	53	33	0	25	50	25	0	75	17	0	8

COUNTY	<u>Item IIIe.</u> OTHER				<u>Item IIIf.</u> BOARD OF EDUCATION				<u>Item IIIf.</u> SUPERINTENDENT				<u>Item IIIf.</u> OTHER			
	P*	S*	O*	N*	P*	S*	O*	N*	P*	S*	O*	N*	P*	S*	O*	N*
Cook	30	30	17	23	1	14	77	8	71	24	5	0	57	20	3	20
DuPage	67	17	8	8	0	12	88	0	69	15	15	0	100	0	0	0
Kane	75	25	0	0	0	0	100	0	33	50	17	0	100	0	0	0
Lake	33	0	67	0	0	20	75	5	75	15	10	0	50	0	50	0
McHenry	0	50	0	50	22	44	33	0	50	50	0	0	20	40	0	40
Will	50	50	0	0	8	8	75	8	58	8	33	0	60	0	40	0

\*P = Primary Role      \*S = Secondary Role      \*O = Little/No Role      \*N = Not Employed in District



over fifty-five percent of the responding districts in McHenry and Will Counties reported that they do not employ a business manager. Secondly, between forty-nine and sixty-seven percent of responding districts in Cook, DuPage, Kane and Lake Counties reported that business managers employed had either a secondary responsibility or little or no responsibility for "preparing administrative proposals . . . to be presented during contract negotiations." Between forty-four and sixty-seven percent of the responding districts in the same four counties reported that their business managers had little or no responsibility for completing Item II.

Eight items appeared statistically significant at the .05 level or better within the phase of bargaining identified as the Collective Negotiations Process. Four items pertained to the superintendent (Items IIc, d, f, and k), two items were specific to the board of education (Items IIa and k) and two items described the role of the principal in the process (Items IIc and h).

It was reported that members of boards of education played either little or no role or a limited secondary role in "establishing communication with the teacher organization" (Item IIa) in Cook, DuPage, Kane and Lake County school districts. However, boards of education located within McHenry County assumed a primary responsibility for the establishment of communication with teacher organizations in fifty-eight percent of the responding districts. Will County boards of education played a primary role in thirty-five percent of the districts and a secondary role in forty-seven percent of the districts. One hundred seventy-one

districts responded to this item and the level of significance was .034. Therefore, the data indicates that boards of education in Cook, DuPage, Kane and Lake Counties are significantly less involved in establishing communication with the teacher organization than are McHenry or Will County boards.

Item IIc, "attend negotiation sessions as a member of negotiating team" was significant at the .003 level for the principal. One explanation for the significance of this item has to do with the principal's role differing from county to county. According to the data, fifty-two percent of the principals in Cook County districts assumed either a primary or secondary role as did eighty-three percent of the principals employed in districts located in Kane County. However, approximately forty-two percent of Cook county principals were reported to have rarely or never attended bargaining sessions. Respondents indicated that principals in seventy-three percent of McHenry County districts and sixty percent of Will County districts had little or no responsibility for attending such sessions. Lake County principals reportedly did not attend in fifty-eight percent of the responding districts.

Item II f appeared as the most significant item (.001 level) in the Collective Bargaining/Negotiations Process. This item, "participate in the development of negotiating session agendas" was specific to the role of the superintendent. An analysis of the responses to this item by county indicated that ninety-six percent of the superintendents in Lake County played either a primary or secondary role in assuming the responsibility for developing such agendas. Ninety-four percent of the

superintendents in Will County assumed a primary or secondary role, while ninety-two percent of the superintendents in Cook County and seventy-seven percent of those in McHenry County did likewise. However, fifty percent of the districts in Kane County employed superintendents who assumed little or no role in terms of this task.

The Contract Management phase of the bargaining process included five of the thirty-six items that were statistically significant at the .05 level or better. Item IIIId, "function as one step in the grievance procedure", was significant for the principal; Item IIIIf, "provide technical assistance to administrative staff in the contract management process", was significant at the .017 level for the board of education and significant at the .030 level for the superintendent. Items IIIIe and IIIIf, were significant for the management participant called "Other" but it should be noted that the number of respondents was substantially smaller (Item IIIIe, N = fifty-seven; Item IIIIf, N = sixty).

An analysis of Item IIIIf revealed that the majority of responding districts in Cook, DuPage, Kane, Lake and Will Counties reported that they have boards of education who play little or no role in providing technical assistance to administrative staff relative to management of the contract. Percentages ranged from seventy-five percent in Will and Lake Counties to one hundred percent in Kane County. McHenry County districts reported that forty-four percent of their districts had boards who had a secondary role in providing technical assistance, and only thirty-three percent of these districts indicated that their boards of education provided little or no technical assistance in contract manage-

ment. Therefore, the data indicates that boards of education in five counties, Cook, DuPage, Kane, Lake and Will, play little or no role at all in the technical aspect of managing the contract, once settled. Boards in McHenry County, however, do play a role, albeit a secondary one, in accomplishing this task.

Item IIIf was also significant for superintendents and management participants called Other. Districts in Cook, DuPage, Lake and Will Counties indicated that their superintendents held the primary responsibility for providing technical assistance to administrative staff in contract management. Superintendents in McHenry County were reported to be the management person who assumed either primary or secondary responsibility for this task. Those districts employing an administrator responsible for personnel (Other) in DuPage and Kane Counties, indicated that such an employee was responsible one hundred percent of the time for providing technical assistance in the management of a contract.

#### Type of School District

All responses to the survey were tabulated by frequency according to the type of school district responding: elementary, high school or unit. The results of the analysis of this data identified thirty-nine items from the questionnaire that yielded a positive chi-square value which was at the .05 level or better with the type of school district as the independent variable.

Tables 8.1 and 8.2 present a listing of all items statistically significant at the .05 level or better with type of school district as the independent variable. Eighteen items were determined to be statis-

TABLE 8.1

STATISTICALLY SIGNIFICANT ( $p < .05$ ) TASKS IN COLLECTIVE BARGAINING PROCESS  
BY TYPE OF SCHOOL DISTRICT: ELEMENTARY, HIGH SCHOOL, UNIT

ITEM/TASK BY POSTION	TOTAL N	CHI-SQUARE	df	SIGNIFICANCE
I. PREPARATION FOR NEGOTIATIONS				
a. Analyze grievances to discover defective or unworkable contract language. (Board of Education)	N=131	21.118	6	.002
a. (Business Manager)	N=120	13.010	6	.043
b. Anticipate future employee organization demands. (Business Manager)	N=164	24.823	6	.0004
b. (Other)	N= 62	11.747	4	.019
c. Determine composition of negotiating team. (Business Manager)	N=166	18.087	6	.006
d. Conduct meetings or confer with teachers, principals, supervisors, central office administrators, parents and/or community to gather information or data regarding implementation of the current contract, and to identify sections that may need change or modification. (Business Manager)	N=142	21.118	6	.002

TABLE 8.1 (continued)

ITEM/TASK BY POSTION	TOTAL N	CHI-SQUARE	df	SIGNIFICANCE
d. (Principal)	N=152	13.751	6	.033
d. (Other)	N= 62	14.751	6	.022
e. Compile needed in- formation and rele- vant economic data. (Superintendent)	N=179	16.571	6	.011
e. (Business Manager)	N=170	23.889	6	.001
e. (Principal)	N=168	17.781	6	.007
e. (Other)	N= 58	13.927	6	.031
f. Establish adminis- trative priorities in negotiations (Business Manager)	N=166	21.046	6	.002
f. (Other)	N= 61	13.634	6	.034
g. Conduct legal re- search and recent developments that may affect future contract negotia- tions. (Business Manager)	N=157	20.621	6	.002
g. (Principal)	N=158	15.794	6	.015
h. Prepare administra- tive proposals and alternative posi- tions to be pre- sented during con- tract negotiations. (Business Manager)	N=162	24.300	6	.001
i. Determine if out- side negotiator should be hired. (Business Manager)	N=150	14.113	6	.028

TABLE 8.1 (continued)

ITEM/TASK BY POSITION	TOTAL N	CHI-SQUARE	df	SIGNIFICANCE
II. COLLECTIVE BARGAINING/ NEGOTIATING PROCESS				
a. Establish communica- tion with the teach- er organization. (Business Manager)	N=161	21.063	6	.002
a. (Principal)	N=166	12.998	6	.043
b. Arrange meetings between administra- tion/board/nego- tiating team and teacher organiza- tion team. (Board of Education)	N=168	14.783	6	.022
b. (Business Manager)	N=160	21.275	6	.002
b. (Other)	N= 60	13.439	6	.037
c. Attend negotiation sessions as a mem- ber of negotiating team. (Business Manager)	N=169	22.966	6	.001
d. Gather additional data relative to issues raised dur- ing negotiations. (Superintendent)	N=177	22.950	6	.001
d. (Business Manager)	N=167	21.865	6	.001
e. Develop language to be used in contract. (Business Manager)	N=164	19.230	6	.004
f. Participate in de- velopment of nego- tiating sessions agendas. (Business Manager)	N=160	21.602	6	.001
g. Develop procedure for exchange of bargaining propo- sals. (Business Manager)	N=155	29.172	6	.0001

TABLE 8.1 (continued)

ITEM/TASK BY POSTION	TOTAL N	CHI-SQUARE	df	SIGNIFICANCE
i. Partcipate in on-going dialogue with board chief negotiator. (Business Manager)	N=147	27.419	6	.0001
III. CONTRACT MANAGEMENT				
a. Publish final contract for distribution to administrative and teaching staff. (Superintendent)	N=171	13.246	6	.039
a. (Business Manager)	N=161	26.130	6	.0002
b. Develop training program for administrative staff relative to management of the agreed-upon contract. (Business Manager)	N=139	20.589	6	.002
c. Manage and participate in grievance procedure. (Superintendent)	N=162	9.866	4	.043
c. (Business Manager)	N=151	20.615	6	.002
d. Function as one step in the grievance procedure. (Business Manager)	N=141	21.603	6	.001
e. Maintain communication with Board of Education regarding management of the contract. (Business Manager)	N=157	20.934	6	.002
f. Provide technical assistance to administrative staff in the contract management process. (Business Manager)	N=143	19.428	6	.004
f. (Principal)	N=145	17.494	6	.008



TABLE 6.2

PERCENTAGE OF RESPONSES TO STATISTICALLY SIGNIFICANT (p<.05) ITEMS  
BY POSITION, BY ROLE AND BY TYPE OF SCHOOL DISTRICT

ITEM/POSITION/ROLE

TYPE OF SCHOOL DISTRICT	Item Ia. BOARD OF EDUCATION				Item Ia. BUSINESS MANAGER				Item Ib. BUSINESS MANAGER				Item Ib. OTHER			
	P*	S*	O*	N*	P*	S*	O*	N*	P*	S*	O*	N*	P*	S*	O*	N*
Elementary	17	39	44	0	12	28	24	36	16	26	16	42	54	14	31	0
High School	7	20	73	0	17	43	37	3	31	51	14	3	94	0	6	0
Unit	8	8	77	8	8	42	33	17	33	40	13	13	90	10	0	0
-----																
TYPE OF SCHOOL DISTRICT	Item Ic. BUSINESS MANAGER				Item Id. BUSINESS MANAGER				Item Id. PRINCIPAL				Item Id. OTHER			
	P*	S*	O*	N*	P*	S*	O*	N*	P*	S*	O*	N*	P*	S*	O*	N*
Elementary	4	15	39	43	13	32	14	40	16	45	34	5	38	30	5	27
High School	11	29	49	11	29	26	42	3	44	25	31	0	78	6	6	11
Unit	6	31	50	13	17	42	33	8	20	53	27	0	100	0	0	0
-----																
TYPE OF SCHOOL DISTRICT	Item Ie. SUPERINTENDENT				Item Ie. BUSINESS MANAGER				Item Ie. PRINCIPAL				Item Ie. OTHER			
	P*	S*	O*	N*	P*	S*	O*	N*	P*	S*	O*	N*	P*	S*	O*	N*
Elementary	72	22	5	1	43	9	8	40	2	30	60	8	54	8	8	30
High School	39	47	14	0	81	14	0	5	17	28	55	0	62	38	0	0
Unit	55	28	17	0	69	13	6	12	0	31	69	0	75	25	0	0
-----																
TYPE OF SCHOOL DISTRICT	Item If. BUSINESS MANAGER				Item If. OTHER				Item Ig. BUSINESS MANAGER				Item Ig. PRINCIPAL			
	P*	S*	O*	N*	P*	S*	O*	N*	P*	S*	O*	N*	P*	S*	O*	N*
Elementary	20	24	15	41	42	29	2	26	5	26	30	39	2	19	69	10
High School	29	43	23	6	73	13	13	0	11	44	39	6	0	39	61	0
Unit	13	53	20	13	50	50	0	0	21	36	29	14	0	0	100	0
-----																
TYPE OF SCHOOL DISTRICT	Item Ih. BUSINESS MANAGER				Item Ii. BUSINESS MANAGER				Item Iia. BUSINESS MANAGER				Item Iia. PRINCIPAL			
	P*	S*	O*	N*	P*	S*	O*	N*	P*	S*	O*	N*	P*	S*	O*	N*
Elementary	19	25	17	39	3	17	42	38	5	14	37	44	5	21	63	11
High School	32	56	6	6	0	30	61	9	12	29	53	6	18	26	56	0
Unit	27	40	20	13	0	29	57	14	15	15	54	15	0	23	77	0

\*P = Primary Role

\*S = Secondary Role

\*O = Little/No Role

\*N = Not Employed in District

TABLE 8.2 (continued)

TYPE OF SCHOOL DISTRICT	<u>Item IIb.</u> BOARD OF EDUCATION				<u>Item IIb.</u> BUSINESS MANAGER				<u>Item IIb.</u> OTHER				<u>Item IIc.</u> BUSINESS MANAGER			
	P*	S*	O*	N*	P*	S*	O*	N*	P*	S*	O*	N*	P*	S*	O*	N*
Elementary	29	42	29	0	8	15	34	43	42	8	25	25	30	10	19	41
High School	17	29	51	3	11	23	60	6	79	11	5	5	50	25	19	6
Unit	21	21	50	7	8	38	38	15	67	33	0	0	60	13	13	13

TYPE OF SCHOOL DISTRICT	<u>Item IIId.</u> SUPERINTENDENT				<u>Item IIId.</u> BUSINESS MANAGER				<u>Item IIe.</u> BUSINESS MANAGER				<u>Item IIIf.</u> BUSINESS MANAGER			
	P*	S*	O*	N*	P*	S*	O*	N*	P*	S*	O*	N*	P*	S*	O*	N*
Elementary	85	9	4	2	36	15	8	41	13	24	22	41	11	24	22	43
High School	56	33	11	0	58	31	6	6	28	36	31	5	29	32	32	6
Unit	53	35	12	0	64	21	0	14	20	40	27	13	31	39	15	15

TYPE OF SCHOOL DISTRICT	<u>Item IIg.</u> BUSINESS MANAGER				<u>Item IIIi.</u> BUSINESS MANAGER				<u>Item IIIa.</u> SUPERINTENDENT				<u>Item IIIa.</u> BUSINESS MANAGER			
	P*	S*	O*	N*	P*	S*	O*	N*	P*	S*	O*	N*	P*	S*	O*	N*
Elementary	6	20	32	42	21	19	20	40	70	12	18	0	18	12	29	41
High School	21	27	46	6	21	43	32	4	47	15	35	3	18	15	62	6
Unit	27	55	9	9	57	29	7	7	44	25	31	0	15	38	37	8

TYPE OF SCHOOL DISTRICT	<u>Item IIIb.</u> BUSINESS MANAGER				<u>Item IIIc.</u> SUPERINTENDENT				<u>Item IIIc.</u> BUSINESS MANAGER				<u>Item IIIId.</u> BUSINESS MANAGER			
	P*	S*	O*	N*	P*	S*	O*	N*	P*	S*	O*	N*	P*	S*	O*	N*
Elementary	15	24	21	40	89	9	2	0	9	18	31	42	4	13	40	42
High School	22	30	44	4	82	18	0	0	15	30	46	6	19	10	61	10
Unit	7	36	50	7	70	18	12	0	13	47	27	13	0	15	69	15

TYPE OF SCHOOL DISTRICT	<u>Item IIIe.</u> BUSINESS MANAGER				<u>Item IIIIf.</u> SUPERINTENDENT				<u>Item IIIIf.</u> PRINCIPAL			
	P*	S*	O*	N*	P*	S*	O*	N*	P*	S*	O*	N*
Elementary	9	19	31	41	14	20	28	37	5	31	58	6
High School	9	41	41	9	7	42	45	6	23	45	29	3
Unit	0	53	33	13	15	46	31	8	0	29	71	0

\*P = Primary Role      \*S = Secondary Role      \*O = Little/No Role      \*N = Not Employed in District

tically significant in the Preparation for Bargaining phase of collective bargaining. An analysis of the data for management participants in the Collective Bargaining phase of the process yielded twelve items that were significant, and the same analysis of Contract Management, or phase three of the process, resulted in the identification of nine items significant at the .05 level or better. The majority of the items (58.9%) determined to be significant relative to all tasks performed during collective bargaining pertained to the position of the business manager.

A possible explanation for the high number of statistically significant items relative to the position of business manager was that between thirty-eight and forty-four percent of all responding elementary districts reported that they did not employ a business manager. High school and unit districts, regardless of size, were much more likely to employ such an administrator, and those districts reported that a business manager held either primary or secondary responsibility for various tasks in collective bargaining.

Items pertaining to the business manager that bear highlighting as significant include Item Ia, "analyze future employee organization demands", Item Ie, "compile needed information and relevant economic data", Item Ih, "prepare administrative proposals and alternative positions to be presented during contract negotiations", Item IIc, "attend negotiation sessions as member of negotiating team", Item IIg, "develop procedure for exchange of bargaining proposals", Item IIIi, "participate in on-going dialogue with board chief negotiator", and Item IIIa, "publish final contract for distribution to administrative and teaching staff."

An analysis of the data for Item III relative to business managers yielded a positive chi-square value of 27.419 (df=6) which was significant at the .0001 level. Responding school districts indicated that the business manager employed by fifty-seven percent of those districts identified as unit districts had the primary responsibility for completing this task.

An analysis of Item IIIa for the position of business manager, indicated that this item was significant at the .0002 level and yielded a positive Chi-square of 26.130 (df=6). Sixty-two percent of responding high school districts employing business managers reported that such an administrator played little or no role in accomplishing this task. However, while thirty-nine percent of the unit districts reported that their business managers also played little or no role in this task, another thirty-nine percent stated that the business manager had a secondary responsibility for publishing the final contract. What appears to be most significant is that different roles are assigned to administrative participants in collective bargaining dependent upon the type of school district. Item Id, "conduct meetings or confer with teachers. . .", was significant for three of the six management participants. An analysis of the data indicated that the position of business manager yielded a positive Chi-square value of 21.118 (df=6) which was significant at the .002 level; the principal position yielded a positive Chi-square value of 13.751 (df = 6), significant at the .033 level; and the "other" position yielded a positive Chi-square value of 14.751 (df = 6), which was significant at the .002 level. Therefore, the data would indi-

cate that the type of school district does influence the role function of participants in bargaining. High schools or unit districts are more likely to have administrators other than the superintendent playing a primary or secondary role in the completion of specific tasks associated with collective negotiations.

An analysis of the independent variables of type of school district revealed that principals employed in forty-five percent of elementary and fifty-three percent of unit school districts reportedly had a secondary responsibility for the task of conducting meetings (Item Ia) while forty-four percent of the high school principals had the primary responsibility for completing this task. If high school (seventy-eight percent) and unit district districts (one hundred percent) employed an administrator responsible for personnel (Other), that administrator was almost always the primary person responsible for conducting such meetings in preparation for negotiations.

Item Ie emerged as significant for four of the six management participants. In elementary districts, the superintendent (seventy-two percent) maintained the primary responsibility for compiling needed information and relevant economic data. The sample of 179 districts yielded a Chi-square value of 16.571 (df=6) which was significant at the .011 level. The data indicated that eighty-one percent of responding high school districts reported that business managers had primary responsibility for this task (significant at the .001 level). Sixty-nine percent of business managers employed by unit school districts also had primary responsibility for completing this task.

Legal research (Item Ig) was almost never conducted by the principal in any type of district (elementary = sixty-nine percent; high school = sixty-one percent; and unit = one hundred percent).

Those responses that pertained to the management position of superintendent included Item IId, "gather additional data relative to issues raised during negotiations" and Item IIIa, "publish final contract for distribution to administrative and teaching staff." Both were statistically significant at the .001 and .039 level, respectively. In more than seventy percent of responding elementary districts, it was indicated that the position of superintendent held the primary responsibility for publishing the final contract for distribution. Superintendents in forty-seven percent of high school districts and forty-four percent of unit districts were also reported as being the administrator primarily responsible for completing this task.

Additionally, the superintendent played a key role in managing and participating in the grievance procedure (Item IIIc). Eighty-nine percent of responding elementary districts, eighty-two percent of responding high school districts and seventy-one percent of responding unit districts viewed the superintendent as filling the primary role for Item IIIc. Forty-two percent of elementary districts reported that the business manager had little or no responsibility for participating in the grievance procedure. This item was significant at the .002 level with a Chi-square of 20.615 (df = 6).

Fifty-eight percent of the elementary principals and seventy-one percent of unit district principals played little or no role in provi-

ding technical assistance to administrative staff in the contract management process (Item IIIIf). However, it was reported that forty-five percent of the high school principals did function to some secondary degree in this aspect of contract management. Therefore, the data would indicate that principals in elementary and unit districts are less involved in this step of contract management than are principals in high school districts.

#### Dominant Teacher Organization

The frequency of responses to each item in the questionnaire was analyzed in relationship to the dominant teacher organization within each responding district. Choice of teacher organization included the IEA, the AFT, or Independent. Results are shown in Tables 9.1 and 9.2. Eight items in the questionnaire emerged as statistically significant, using the Chi-square test of significance. Each item was significant at the .05 or better level of significance. Three items were significant for the position of business manager, three items were significant for the position of principal and two items were significant for the attorney.

Five of the fifty-four items included in the Preparation for Bargaining phase of negotiations appeared as statistically significant. Item Ia, "analyze grievances to discover defective or unworkable contract language", was significant for the position of business manager at the .009 level. Further analysis indicated that thirty-four percent of those districts whose dominant teacher organization is the AFT do not employ business managers (see Table 9.2). Thirty-eight percent of those

TABLE 9.1

STATISTICALLY SIGNIFICANT ( $p < .05$ ) TASKS IN THE COLLECTIVE BARGAINING  
 PROCESS BY DOMINANT TEACHER ORGANIZATION: IEA, AFT, INDEPENDENT

ITEM/TASK BY POSITION	TOTAL N	CHI-SQUARE	df	SIGNIFICANCE
I. PREPARATION FOR NEGOTIATIONS				
a. Analyze grievances to discover defective or unworkable contract language. (Business Manager)	N=120	17.089	6	.009
d. Conduct meetings or confer with teachers, principals, supervisors, central office administrators, parents and/or community to gather information or data regarding implementation of the current contract, and to identify sections that may need change or modification. (Business Manager)	N=142	14.651	6	.023
e. Compile needed information and relevant economic data. (Business Manager)	N=170	22.982	9	.006
h. Prepare administrative proposals and alternative positions to be presented during contract negotiations. (Attorney)	N=168	21.885	9	.009
i. Determine if outside negotiator should be hired. (Principal)	N=151	18.325	9	.032



TABLE 9.1 (continued)

ITEM/TASKS BY POSITION	TOTAL N	CHI-SQUARE	df	SIGNIFICANCE
<u>II. COLLECTIVE BARGAINING/ NEGOTIATING PROCESS</u>				
e. Develop language to be used in contract. (Attorney)	N=175	12.832	6	.046
i. Participate in on- going dialogue with board chief nego- tiator. (Principal)	N=147	18.837	9	.027
<u>III. CONTRACT MANAGEMENT</u>				
d. Function as one step in the griev- ance procedure. (Principal)	N=154	19.728	9	.018

TABLE 9.2

PERCENTAGE OF RESPONSES TO STATISTICALLY SIGNIFICANT ( $p < .05$ ) ITEMS BY POSITION, BY ROLE,  
and BY DOMINANT TEACHER ORGANIZATION: IEA, AFT, INDEPENDENT

ITEM/POSITION/ROLE

DOMINANT TEACHER ORGANIZATION	<u>Item Ia.</u> BUSINESS MANAGER				<u>Item Id.</u> BUSINESS MANAGER				<u>Item Ie.</u> BUSINESS MANAGER				<u>Item Ih.</u> ATTORNEY			
	P*	S*	O*	N*	P*	S*	O*	N*	P*	S*	O*	N*	P*	S*	O*	N*
IEA	7	38	34	22	11	39	26	24	57	11	6	30	36	26	28	10
AFT	26	26	13	34	30	19	14	37	57	2	6	35	33	35	26	6
Independent	0	20	60	20	11	22	22	44	11	44	0	45	0	0	80	20
-----																
DOMINANT TEACHER ORGANIZATION	<u>Item Ii.</u> PRINCIPAL				<u>Item Iie.</u> ATTORNEY				<u>Item Iii.</u> PRINCIPAL				<u>Item IIId.</u> PRINCIPAL			
	P*	S*	O*	N*	P*	S*	O*	N*	P*	S*	O*	N*	P*	S*	O*	N*
IEA	1	7	87	5	69	14	9	8	14	22	60	5	80	9	8	3
AFT	0	9	73	18	57	17	21	4	21	21	50	8	81	9	5	5
Independent	0	0	100	0	30	40	10	20	20	40	20	20	33	17	33	17

\*P = Primary Role

\*S = Secondary Role

\*O = Little/No Role

\*N = Not Employed in District

districts with the IEA as the dominant teacher organization indicated that business managers employed by them played a secondary role in analyzing grievances, and thirty-four percent of the business managers played little or no role in accomplishing this task. Districts who indicated an Independent affiliation reported that sixty percent of their districts employed business managers to do little or nothing in terms of completing this task.

Item Id, "conduct meetings or confer with teachers, principals, supervisors, central office administrators, parents and/or community to gather information or data regarding implementation of the current contract, and to identify sections that may need change or modification", was also significant at the .023 level for business managers. A further look at the data indicated that districts responding to this item stated that thirty-seven percent of those with the AFT as the dominant teacher organization did not employ business managers, while thirty-nine percent of the districts indicating predominant affiliation with the IEA utilized business managers to play a secondary role in completing this task. Thirty percent of those AFT districts who did employ a business manager, used the business manager in a primary capacity to conduct meetings and gather information (Item Id). Forty-four percent of those districts reporting an Independent affiliation stated that they did not employ a business manager.

Item Ie was also significant for business managers at the .006 level. Analysis of the data again indicated that forty-four percent of the districts with Independent affiliations did not employ business man-

agers, but forty-four percent of those districts who did employ such administrators reported that the business manager performed a secondary function in compiling needed information and relevant economic data. Fifty-seven percent of those districts whose dominant teacher organization was the IEA or AFT stated that business managers held the primary responsibility for accomplishing this task.

Attorneys employed by districts whose dominant teacher organization is the IEA are primarily responsible for "preparing administrative proposals and alternative positions to be presented during contract negotiations" (Item Ih). Thirty-five percent of the districts where the bargaining unit is represented by the AFT, and employ an attorney, indicated that the attorney played a secondary role in completing this task. Those districts whose bargaining unit is represented by neither the AFT nor the IEA stated that attorneys in fifty percent of the districts did little or nothing to prepare such proposals. Eighty percent of the responding districts with an Independent affiliation indicated that their attorney played little or no role in accomplishing this task.

One of the two items that were statistically significant in Section II, Collective Bargaining Process, was Item IIe, "develop language to be used in contract." The analysis of data for the position of attorney yielded a positive Chi-square value of 12.832 (df = 6) which was significant at the .046 level. Districts reporting dominant teacher organization affiliation with the IEA, the AFT and an Independent unit, reported that attorneys played either a primary or secondary role developing contract language.

It appears that principals employed in districts represented by the IEA, function in a primary role (eighty percent) as "one step in the grievance procedure" (Item IIIId). AFT affiliated districts also utilized principals in a primary role to complete the same task (eighty-one percent).

#### Date of First Negotiated Contract

The frequency of responses to each item in the questionnaire was analyzed in relationship to the independent variable of the date of the district's first negotiated contract. Forced choice responses included 1973 or before; 1974-78; 1979-83; and 1984 or later. Results of the analysis are shown in Tables 10.1 and 10.2, which summarize information relative to the significance of the ten listed items, each of which was significant at the .05 level or better.

Two of the items pertained to the superintendent, three items were specific to the board of education, two items described the role of the business manager and three were relative to a building principal. The total N ranged from 114 to 130, the degrees of freedom from six to nine and the Chi-squares from 14.823 to 32.286. Three items were significant from Part I, Preparation for Bargaining, two items from Part II, Collective Bargaining/Negotiating Process, and five items were significant in Part III, Contract Management.

Further analysis of the data indicated that superintendents, employed in districts whose first negotiated contract occurred between 1973 or before 1978, were likely, in seventy-five percent of those districts, to play a primary role in determining the composition of the

TABLE 10.1

STATISTICALLY SIGNIFICANT ( $p < .05$ ) TASKS IN THE COLLECTIVE  
BARGAINING PROCESS BY DATE OF FIRST NEGOTIATED CONTRACT:  
1973 OR BEFORE; 1974-78; 1979-83; 1984 OR LATER

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ITEM/TASK BY POSITION	TOTAL N	CHI-SQUARE	df	SIGNIFICANCE
<b>I. PREPARATION FOR NEGOTIATIONS</b>				
c. Determine composition of negotiating team. (Superintendent)	N=130	15.522	6	.017
e. Compile needed information and relative economic data. (Business Manager)	N=127	27.008	9	.001
g. Conduct legal research and recent developments that may affect future contract negotiations. (Board of Education)	N=125	17.450	6	.008
<b>II. COLLECTIVE BARGAINING/NEGOTIATING PROCESS</b>				
d. Gather additional data relative to issues raised during negotiations. (Business Manager)	N=125	19.873	9	.019
h. Participate in caucus sessions. (Principal)	N=128	17.532	9	.041
<b>III. CONTRACT MANAGEMENT</b>				
c. Manage and participate in grievance procedure. (Business Manager)	N=114	18.214	9	.033
c. (Principal)	N=119	18.186	9	.033
d. Function as one step in the grievance procedure. (Board of Education)	N=115	17.742	9	.038
d. (Principal)	N=114	32.386	9	.0002
f. Provide technical assistance to administrative staff in the contract management process. (Superintendent)	N=116	14.823	6	.022

TABLE 10.2

PERCENTAGE OF RESPONSES TO STATISTICALLY SIGNIFICANT (p<.05) ITEMS  
BY POSITION, BY ROLE AND BY DATE OF FIRST NEGOTIATED CONTRACT

ITEM/POSITION/ROLE

<u>DATE OF FIRST NEGOTIATED CONTRACT</u>	<u>Item Ic. SUPERINTENDENT</u>				<u>Item Ie. BUSINESS MANAGER</u>				<u>Item Ig. BOARD OF EDUCATION</u>			
	<u>P*</u>	<u>S*</u>	<u>O*</u>	<u>N*</u>	<u>P*</u>	<u>S*</u>	<u>O*</u>	<u>N*</u>	<u>P*</u>	<u>S*</u>	<u>O*</u>	<u>N*</u>
	1984 or later	48	48	4	0	33	11	7	48	7	41	52
1983 - 1979	25	75	0	0	25	50	0	25	0	71	29	0
1979 - 1974	75	20	5	0	40	0	5	55	6	11	83	0
1973 or before	71	22	7	0	61	7	6	26	1	20	79	0

<u>DATE OF FIRST NEGOTIATED CONTRACT</u>	<u>Item IIId. BUSINESS MANAGER</u>				<u>Item IIh. PRINCIPAL</u>				<u>Item IIIc. BUSINESS MANAGER</u>			
	<u>P*</u>	<u>S*</u>	<u>O*</u>	<u>N*</u>	<u>P*</u>	<u>S*</u>	<u>O*</u>	<u>N*</u>	<u>P*</u>	<u>S*</u>	<u>O*</u>	<u>N*</u>
	1984 or later	23	23	4	50	29	4	61	7	0	27	23
1983 - 1979	28	43	9	28	29	43	14	14	0	50	17	33
1979 - 1974	30	0	14	55	25	25	35	15	6	22	17	56
1973 or before	51	14	7	28	43	16	38	3	16	13	41	29

<u>DATE OF FIRST NEGOTIATED CONTRACT</u>	<u>Item IIIc. PRINCIPAL</u>				<u>Item IIIId. BOARD OF EDUCATION</u>				<u>Item IIIId. PRINCIPAL</u>			
	<u>P*</u>	<u>S*</u>	<u>O*</u>	<u>N*</u>	<u>P*</u>	<u>S*</u>	<u>O*</u>	<u>N*</u>	<u>P*</u>	<u>S*</u>	<u>O*</u>	<u>N*</u>
	1984 or later	52	20	24	4	52	12	36	0	83	4	9
1983 - 1979	0	86	0	14	43	14	43	0	14	57	14	14
1979 - 1974	44	33	11	11	38	12	31	19	73	7	0	20
1973 or before	45	32	22	1	61	18	19	2	81	7	10	1

<u>DATE OF FIRST NEGOTIATED CONTRACT</u>	<u>Item IIIIf. SUPERINTENDENT</u>			
	<u>P*</u>	<u>S*</u>	<u>O*</u>	<u>N*</u>
	1984 or later	67	8	25
1983 - 1979	40	40	20	0
1979 - 1974	83	6	11	0
1973 or before	70	26	4	0

\*P = Primary Role    \*S = Secondary Role    \*O = Little/No Role    \*N = Not Employed by District

negotiating team. Districts who negotiated a first contract between 1979 and 1983 reported superintendents played a secondary role in this task. Eighty-four percent of the responding districts whose first contract was negotiated in 1984 or later, indicated that superintendents played a primary role in determining the composition of the team.

Likewise, superintendents employed by districts who first negotiated a contract before 1973 or up to 1978, played the primary role in completing item IIIf, 'provide technical assistance to administrative staff in the contract management process.' This role seemed to change after 1979. While some superintendents continued to retain the primary role in this function (1979-83 = forty percent; 1984 or later = sixty-seven percent), others played a secondary role (1979-83 = forty percent) or had little or no responsibility (1984 or later = twenty-five percent) for the accomplishment of this task.

When business managers were employed by districts, they played either a primary or secondary role in "compiling needed information and relevant economic data" (Item Ie). The date that a district's contract was first negotiated did not seem to impact on this variable.

A district's board of education did little or nothing in terms of conducting legal research during the bargaining process if their contract was negotiated in 1973 or before, in 1974-83, or in 1984 or later. However, seventy-one percent of districts whose first contract was negotiated between 1979 and 1983, indicated that the board of education played a secondary role in completing this task.



Sixty-one percent of the districts whose first contract was bargained prior to 1974 reported that their boards of education played a primary role and functioned as one step in the grievance procedure. Boards whose contracts were first negotiated in 1974 and up to the present were more likely to play either a primary role, or none at all in this task (Item IIIId).

Principals in these same districts were reported as playing a primary role in eighty-three percent of the districts where the first negotiated contract occurred in 1984 or later. Districts who first negotiated their contract between 1974 and 1978 indicated that principals were primarily responsible for serving as one step in the grievance process in seventy-three percent of the districts. Eighty-two percent of the districts where the contract was negotiated prior to 1973 reported that principals played a primary role in this same task.

The data would indicate that little substantive change has occurred in the bargaining process over the years of contract negotiation. Changes in administrative role function that were determined to be statistically significant were more prevalent in the contract management phase of the process, and involved tasks relative to the grievance procedure and to the provision of technical assistance to staff who managed the contract.

#### Number of Years as Superintendent in Present District

Efforts were made to determine if the independent variable of number of years that a superintendent of schools had been superintendent in the school district he or she was currently serving would impact or

change the roles that the various management participants played in the bargaining process. Frequency of responses were tabulated and the Chi-square test of significance was performed on the data. Tables 11.1 and 11.2 present the results of this analysis, and list eighteen items that were statistically significant at the .05 or better level of significance. The interrelationships between the variables and the length of time the responding superintendents were employed in their districts is discussed.

Five of the thirty-four tasks associated with preparation for bargaining emerged as significant statistically. All pertained to the business manager. Superintendents who had been employed sixteen or more years in their district reported that, in fifty percent of those districts, they did not employ a business manager. In the fifty percent of the districts employing business managers, superintendents indicated that this administrator played a secondary role in "anticipating future employee organization demands" (Item Ib). The frequency was higher (fifty percent) in those districts where the superintendents had been employed for more than sixteen years. Within districts who did employ business managers, between twenty-nine percent and thirty-three percent stated that the business managers played a secondary role in all the tasks found to be statistically significant in the preparation for bargaining. This was true regardless of the number of years the superintendent had been employed by the district.

Nine items emerged as statistically significant at the .05 level of significance for Phase II of the collective bargaining process. Seven

TABLE 11.1

STATISTICALLY SIGNIFICANT ( $p < .05$ ) TASKS IN THE COLLECTIVE BARGAINING  
 PROCESS BY NUMBER OF YEARS AS SUPERINTENDENT IN PRESENT DISTRICT:  
 1-5; 6-10; 11-15; 16 OR MORE

ITEM/TASK BY POSITION	TOTAL N	CHI-SQUARE	df	SIGNIFICANCE
I. PREPARATION FOR NEGOTIATIONS				
b. Anticipate future employee organization demands. (Business Manager)	N=160	29.038	9	.0006
d. Conduct meetings or confer with teachers, principals, supervisors, central office administrators, parents and/or community to gather information or data regarding implementation of the current contract, and to identify sections that may need change or modification. (Business Manager)	N=137	17.866	9	.037
f. Establish administrative priorities in negotiations. (Business Manager)	N=161	19.924	9	.018
g. Conduct legal research and recent developments that may affect future contract negotiations. (Business Manager)	N=154	17.757	9	.038

TABLE 11.1 (continued)

ITEM/TASK BY POSITION	TOTAL N	CHI-SQUARE	df	SIGNIFICANCE
h. Prepare administrative proposals and alternative positions to be presented during contract negotiations. (Business Manager)	N=157	28.234	9	.0009
<b>II. COLLECTIVE BARGAINING/ NEGOTIATING PROCESS</b>				
c. Attend negotiation sessions as member of negotiating team. (Superintendent)	N=171	18.745	9	.028
d. Gather additional data relative to issues raised during negotiations. (Superintendent)	N=172	18.850	9	.027
d. (Business Manager)	N=162	24.851	9	.003
e. Develop language to be used in contract. (Business Manager)	N=159	31.677	9	.0002
f. Participate in development of negotiating session agendas. (Business Manager)	N=155	18.974	9	.025
g. Develop procedure for exchange of bargaining proposals. (Business Manager)	N=150	21.548	9	.010
h. Participate in caucus sessions. (Business Manager)	N=163	19.912	9	.019

TABLE 11.1 (continued)

ITEM/TASK BY POSITION	TOTAL N	CHI-SQUARE	df	SIGNIFICANCE
i. Participate in on-going dialogue with board chief negotiator. (Business Manager)	N=144	21.698	9	.009
j. Maintain official record of proposals, counter-proposals and tentative agreements. (Business Manager)	N=162	23.614	9	.005
III. <u>CONTRACT MANAGEMENT</u>				
b. Develop training program for administrative staff relative to management of the agreed-upon contract. (Business Manager)	N=135	19.307	9	.023
d. Function as one step in the grievance procedure. (Business Manager)	N=136	18.698	9	.028
e. Maintain communication with Board of Education regarding management of the contract. (Business Manager)	N=153	24.502	9	.004
f. Provide technical assistance to administrative staff in the contract management process. (Business Manager)	N=138	34.523	9	.0001

TABLE 11-2

PERCENTAGE OF RESPONSES TO STATISTICALLY SIGNIFICANT (p<.05) ITEMS BY POSITION,  
BY ROLE AND BY NUMBER OF YEARS AS SUPERINTENDENT IN PRESENT DISTRICT

## ITEM/POSITION/ROLE

YEARS AS SUPERINTENDENT IN PRESENT DISTRICT	Item Ib. BUSINESS MANAGER				Item Id. BUSINESS MANAGER				Item If. BUSINESS MANAGER				Item Ig. BUSINESS MANAGER			
	P*	S*	O*	N*	P*	S*	O*	N*	P*	S*	O*	N*	P*	S*	O*	N*
	1 - 5 years	30	36	8	26	22	37	13	27	29	37	9	25	12	38	25
6 - 10 years	10	25	35	30	6	26	40	28	14	20	32	34	0	21	50	29
11 - 15 years	28	33	6	33	25	38	6	31	22	28	17	33	17	22	28	33
16+ years	0	32	18	50	16	16	26	42	9	23	18	50	0	29	29	43

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YEARS AS SUPERINTENDENT IN PRESENT DISTRICT	Item Ih. BUSINESS MANAGER				Item Iic. SUPERINTENDENT				Item Iid. SUPERINTENDENT				Item Iid. BUSINESS MANAGER			
	P*	S*	O*	N*	P*	S*	O*	N*	P*	S*	O*	N*	P*	S*	O*	N*
	1 - 5 years	30	38	9	23	37	29	34	0	69	19	12	0	53	20	1
6 - 10 years	8	31	31	31	52	24	24	0	81	14	0	5	32	22	17	29
11 - 15 years	44	17	6	33	33	50	17	0	83	17	0	0	59	12	0	29
16+ years	9	22	17	52	39	23	31	8	89	11	0	0	21	12	12	54

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YEARS AS SUPERINTENDENT IN PRESENT DISTRICT	Item Iie. BUSINESS MANAGER				Item Iif. SUPERINTENDENT				Item Iig. BUSINESS MANAGER				Item Iih. BUSINESS MANAGER			
	P*	S*	O*	N*	P*	S*	O*	N*	P*	S*	O*	N*	P*	S*	O*	N*
	1 - 5 years	26	32	17	23	24	29	20	27	20	26	27	27	48	19	7
6 - 10 years	5	20	46	29	10	20	40	30	3	14	51	31	34	12	24	29
11 - 15 years	29	35	6	29	24	35	12	29	6	38	25	31	44	17	6	33
16+ years	0	17	30	52	4	18	18	60	0	18	27	55	26	0	17	57

\*P = Primary Role

\*S = Secondary Role

\*O = Little/No Role

\*N = Not Employed by District

TABLE 11.2 (continued)

YEARS AS SUPERINTENDENT IN PRESENT DISTRICT	Item IIIi.				Item IIj.				Item IIIb.				Item IIIId.			
	BUSINESS MANAGER				BUSINESS MANAGER				BUSINESS MANAGER				BUSINESS MANAGER			
	P*	S*	O*	N*	P*	S*	O*	N*	P*	S*	O*	N*	P*	S*	O*	N*
1 - 5 years	30	26	18	26	28	21	25	26	20	32	20	28	13	14	45	28
6 - 10 years	19	12	44	25	5	25	43	27	12	15	49	24	0	6	62	32
11 - 15 years	35	29	6	29	24	29	12	35	21	36	14	29	0	29	43	28
16+ years	9	23	14	54	8	8	25	58	0	16	32	52	5	5	32	58

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YEARS AS SUPERINTENDENT IN PRESENT DISTRICT	Item IIIe.				Item IIIf.			
	BUSINESS MANAGER				BUSINESS MANAGER			
	P*	S*	O*	N*	P*	S*	O*	N*
1 - 5 years	13	31	31	25	22	33	22	22
6 - 10 years	2	18	49	31	9	8	57	26
11 - 15 years	11	50	6	33	0	53	18	29
16+ years	0	14	29	57	0	21	26	53

\*P = Primary Role

\*S = Secondary Role

\*O = Little/No Role

\*N = Not Employed by District

of the nine items pertained to business managers, and two pertained to superintendents.

The data indicated that fifty-two percent of those districts with superintendents employed between six and ten years, reported that the superintendents played a primary role in attending negotiation sessions as a member of the negotiating team (Item IIc). However, only thirty-seven percent of districts with superintendents employed between one and five years, thirty-three percent of superintendents employed eleven to fifteen years, and thirty-nine percent of districts with superintendents employed more than sixteen years, reported that superintendents played a primary role in completing this same task. Thirty-one percent of the districts with the "over sixteen" year employed superintendents stated that their superintendent rarely attended negotiating sessions as a member of the team.

Regardless of the number of years employed in the district, the majority of superintendents (seventy-seven percent) viewed themselves as playing a primary role in gathering additional data relative to issues raised during negotiations (Item IIId).

Items IIId, e, f, g, h, and i relative to the collective bargaining process and pertaining to business managers, were answered similarly regardless of the number of years that superintendents had been employed by the district. Between fifty-two percent and fifty-nine percent of the districts with superintendents employed more than sixteen years stated that they did not employ a business manager. Districts with superintendents employed between six and ten years indicated that busi-



ness managers played little or no role in completing tasks associated with Items IIId, e, f, g, i, and j. However, districts with superintendents employed one to five years responded that, in thirty-two percent of those districts, business managers played a secondary role in developing language to be used in the contract (Item IIe), and played a primary role in participating in caucus sessions (Item IIh - forty-eight percent) and in participating in on-going dialogue with the board chief negotiator (Item IIIi - thirty percent).

The four items that emerged as statistically significant in Section III of the questionnaire, Contract Management, pertained to the business manager. Fifty-three percent to fifty-eight percent of the districts with superintendents employed for sixteen or more years, reported that they did not employ a business manager. The majority of response in all categories indicated that business managers played little or no role in functioning as one step in the grievance procedure (Item IIIId).

Business managers were reported as playing a primary role in providing technical assistance to administrative staff in contract management for thirty-three percent of the districts in which the superintendent had been employed for one to five years, and in fifty-three percent of the districts in which the superintendent has been employed for eleven to fifteen years. Fifty-seven percent of the districts in which the superintendent has been employed for six to ten years stated that the business manager is secondarily responsible for completing this task (Item IIIIf). Therefore, the data would indicate that most items of

significance relative to the independent variable of number of years employed as superintendent in the present district were applicable to the management position of business manager. Districts with superintendents employed longer often did not employ a business manager.

#### Number of Schools in the District

Tables 12.1 and 12.2 provide a summary of all items analyzed and found to be statistically significant at less than the .05 level of significance, using the Chi-square test of significance and the independent variable of number of schools in the district. Forced choice responses included one to three school buildings, four to seven school buildings and eight or more buildings.

After tabulating and analyzing each of the 150 responses, it was determined that forty-five were statistically significant. Section I of the questionnaire, Preparation for Bargaining/Negotiations, included seventeen significant responses pertaining to all the management participants involved in the collective bargaining process. Six of the responses were specific to the business manager, five to the superintendent, two to the board of education, two to the principal, one to the attorney and one to the "other" administrator, typically responsible for personnel.

Superintendents in districts having between one and seven buildings, were more likely to play a primary role in analyzing grievances (seventy-one percent) whereas, superintendents in charge of districts with eight or more buildings, played a secondary role in completing this task (seventy percent). Similarly, the data indicated that superinten-

TABLE 12.1

STATISTICALLY SIGNIFICANT ( $p < .05$ ) TASKS IN THE COLLECTIVE BARGAINING PROCESS BY NUMBER OF SCHOOLS IN THE DISTRICT: 1-3; 4-7; 8 OR MORE

ITEM/TASK BY POSITION	TOTAL N	CHI-SQUARE	df	SIGNIFICANCE
I. PREPARATION FOR NEGOTIATIONS				
a. Analyze grievances to discover defective or unworkable contract language. (Superintendent)	N=130	22.403	4	.0002
a. (Other)	N=154	23.025	6	.0008
b. Anticipate future employee organization demands. (Superintendent)	N=169	18.735	2	.0001
b. (Business Manager)	N=162	14.113	6	.028
c. Determine composition of negotiating team. (Board of Education)	N=171	10.054	4	.039
c. (Business Manager)	N=164	13.263	6	.039
d. Conduct meetings or confer with teachers, principals, supervisors, central office administrators, parents and/or community to gather information or data regarding implementation of the current contract, and to identify sections that may need change or modification. (Business Manager)	N=140	14.764	6	.022

TABLE 12. 1 (continued)

ITEM/TASK BY POSITION	TOTAL N	CHI-SQUARE	df	SIGNIFICANCE
e. Compile needed information and relevant economic data. (Board of Education)	N=172	21.238	6	.002
e. (Superintendent)	N=177	24.492	6	.0004
e. (Business Manager)	N=168	16.035	6	.014
g. Conduct legal research and recent developments that may affect future contract negotiations. (Superintendent)	N=166	13.554	6	.035
g. (Principal)	N=156	13.592	6	.035
h. Prepare administrative proposals and alternative positions to be presented during contract negotiations. (Superintendent)	N=173	19.022	4	.0008
h. (Business Manager)	N=160	14.861	6	.021
h. (Principal)	N=166	18.515	6	.005
i. Determine if outside negotiator should be hired. (Business Manager)	N=148	13.047	6	.042
i. (Attorney)	N=147	12.996	6	.043
<b>II. COLLECTIVE BARGAINING/ NEGOTIATING PROCESS</b>				
a. Establish communication with the teacher organization. (Superintendent)	N=170	11.249	4	.024
b. Arrange meetings between administration/board negotiating team and teacher organization team. (Business Manager)	N=158	17.112	6	.009

TABLE 12.1 (continued)

ITEM/TASK BY POSITION	TOTAL N	CHI-SQUARE	df	SIGNIFICANCE
c. Attend negotiation sessions as member of negotiating team. (Superintendent)	N=174	13.394	6	.037
c. (Business Manager)	N=167	22.304	6	.001
c. (Principal)	N=169	19.853	6	.003
c. (Attorney)	N=169	20.421	6	.002
c. (Other)	N= 67	14.552	6	.024
d. Gather additional data relative to issues raised during negotiations. (Board of Education)	N=170	14.748	6	.022
d. (Business Manager)	N=165	17.796	6	.007
e. Develop language to be used in contract. (Superintendent)	N=173	15.947	6	.014
e. (Business Manager)	N=162	17.285	6	.008
f. Participate in development of negotiating session agendas. (Business Manager)	N=158	18.132	6	.006
g. Develop procedure for exchange of bargaining proposals. (Business Manager)	N=153	17.343	6	.008
h. Participate in caucus sessions. (Business Manager)	N=166	19.622	6	.003
h. (Principal)	N=168	13.804	6	.032
i. Participate in ongoing dialogue with board chief negotiator. (Board of Education)	N=150	14.307	6	.026

TABLE 12.1 (continued)

ITEM/TASK BY POSITION	TOTAL N	CHI-SQUARE	df	SIGNIFICANCE
i. (Business Manager)	N=146	20.949	6	.002
j. Maintain official record of proposals, counter-proposals and tentative agreements. (Board of Education)	N=171	16.958	6	.009
j. (Superintendent)	N=172	15.989	6	.014
j. (Business Manager)	N=165	21.132	6	.002
III. CONTRACT MANAGEMENT				
a. Publish final contract for distribution to administrative and teaching staff. (Superintendent)	N=169	27.643	6	.0001
a. (Business Manager)	N=159	14.934	6	.021
b. Develop training program for administrative staff relative to management of the agreed-upon contract. (Superintendent)	N=148	18.770	6	.005
c. Manage and participate in grievance procedure. (Business Manager)	N=149	16.700	6	.011
d. Function as one step in the grievance procedure. (Business Manager)	N=139	13.253	6	.039
e. Maintain communication with Board of Education regarding management of the contract. (Superintendent)				

TABLE 12.1 (continued)

ITEM/TASK BY POSITION	TOTAL N	CHI-SQUARE	df	SIGNIFICANCE
f. Provide technical assistance to administrative staff in the contract management process. (Board of Education)	N=143	15.254	6	.018
f. (Business Manager)	N=141	20.439	6	.002

PERCENTAGE OF RESPONSES TO STATISTICALLY SIGNIFICANT (p<.05) ITEMS  
BY POSITION, BY ROLE AND BY NUMBER OF SCHOOLS IN THE DISTRICT

ITEM/POSITION/ROLE

NUMBER OF SCHOOLS IN DISTRICT	Item Ia. SUPERINTENDENT				Item Ia. OTHER				Item Ib. SUPERINTENDENT				Item Ib. BUSINESS MANAGER			
	P*	S*	O*	N*	P*	S*	O*	N*	P*	S*	O*	N*	P*	S*	O*	N*
	1 - 3	73	24	0	3	78	0	0	22	89	11	0	0	17	28	13
4 - 7	69	20	0	11	31	31	7	31	85	15	0	0	24	37	17	22
8+	30	70	0	0	94	0	0	6	50	50	0	0	28	43	24	5

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NUMBER OF SCHOOLS IN DISTRICT	Item Ic. BOARD OF EDUCATION				Item Ic. BUSINESS MANAGER				Item Id. BUSINESS MANAGER				Item Ie. BOARD OF EDUCATION			
	P*	S*	O*	N*	P*	S*	O*	N*	P*	S*	O*	N*	P*	S*	O*	N*
	1 - 3	87	8	5	0	5	13	38	43	16	22	25	37	9	37	54
4 - 7	83	17	0	0	4	26	46	24	15	48	12	25	0	12	86	2
8+	65	25	10	0	9	29	52	10	24	47	23	6	5	26	63	5

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NUMBER OF SCHOOLS IN DISTRICT	Item Ie. SUPERINTENDENT				Item Ie. BUSINESS MANAGER				Item Ig. SUPERINTENDENT				Item Ig. PRINCIPAL			
	P*	S*	O*	N*	P*	S*	O*	N*	P*	S*	O*	N*	P*	S*	O*	N*
	1 - 3	72	23	4	1	44	8	7	40	45	44	10	1	1	30	62
4 - 7	65	27	8	0	65	12	2	21	33	56	11	0	0	9	82	9
8+	24	48	28	0	71	14	10	5	21	42	37	0	6	12	82	0

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NUMBER OF SCHOOLS IN DISTRICT	Item Ih. SUPERINTENDENT				Item Ih. BUSINESS MANAGER				Item Ih. PRINCIPAL				Item Ii. BUSINESS MANAGER			
	P*	S*	O*	N*	P*	S*	O*	N*	P*	S*	O*	N*	P*	S*	O*	N*
	1 - 3	82	17	1	0	20	25	14	41	15	44	33	8	1	16	44
4 - 7	78	22	0	0	23	40	15	21	2	47	49	2	2	21	58	19
8+	38	57	5	0	24	52	19	5	0	76	24	0	6	39	44	11

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NUMBER OF SCHOOLS IN DISTRICT	Item Ii. ATTORNEY				Item IIa. SUPERINTENDENT				Item IIb. BUSINESS MANAGER				Item IIc. SUPERINTENDENT			
	P*	S*	O*	N*	P*	S*	O*	N*	P*	S*	O*	N*	P*	S*	O*	N*
	1 - 3	2	8	78	12	79	15	6	0	7	15	34	44	45	31	24
4 - 7	7	0	66	27	85	10	4	0	11	20	51	18	33	33	31	4
8+	0	13	81	6	63	11	26	0	6	41	41	12	33	14	52	0

\*P = Primary Role

\*S = Secondary Role

\*O = Little/No Role

\*N = Not Employed in District



dents employed by districts where there are between one and three buildings play a primary role in anticipating future employee organization demands (eighty-eight percent) (Item Ib), as were those superintendents working in districts with between four and seven schools (eighty-five percent). However, the data was "split" in larger districts (more than eight schools) where fifty percent of the superintendents played a primary role and fifty percent played a secondary role in completing this same task.

An analysis of the data indicated that superintendents working in districts with one to three buildings played a primary role in compiling needed information and relevant economic data, at least in seventy-two percent of those districts. A slightly lower percentage of districts (sixty-five percent) with four to seven buildings reported that their superintendent played a primary role in accomplishing this task (Item Ie). However, only twenty-four percent of school districts with eight or more buildings reported that superintendents were primarily responsible for compiling such data. These districts indicated that their business manager was, in seventy-one percent of the districts, the one who played a primary role in completing this task. The administrator in charge of personnel, called "other", was also reported as playing a primary role in seventy-nine percent of districts with eight or more buildings in completing Item Ie.

The most significant finding was that approximately forty percent of districts with one to three buildings do not employ business managers.

An analysis of Item Ig, "to conduct legal research and recent developments that may affect future contract negotiations" indicated that superintendents in fifty-five percent of the responding districts with four to seven schools played a secondary role in completing this task, as did superintendents in forty-two percent of the districts with more than eight buildings. Forty-five percent of those districts with one to three buildings reported their superintendents played a primary role in conducting legal research while forty-four percent indicated that the superintendent functioned in a secondary role relative to this task.

Item Ih was significant at the .008 level and indicated that eighty-two percent of those superintendents employed in districts with one to three schools played a primary role in preparing administrative proposals and alternative positions presented during negotiations (Item Ih).

Seventy-eight percent of those districts with four to seven buildings reported that their superintendents also played a primary role in completing this task. However, fifty-seven percent of the districts with more than eight buildings responded that their superintendent played a secondary role in preparing such proposals. Eighty-nine percent of these districts employed personnel administrators ("other") who were indicated to play a primary role for completing this task.

Item Ii, "determine if outside negotiator should be hired", was significant at the .043 level and consistent in that sixty-six percent to eighty-one percent of all responding districts reported that their attorneys did not make this determination.

The Collective Bargaining/Negotiating Process (Section III) yielded twenty responses that were determined to be statistically significant. These also were spread among all the listed management participants, with more emerging as significant for the business manager.

One of the more interesting aspects of the results of Item IIc, "attend negotiation sessions as a member of the negotiating team", was that districts with more than eight schools reported that over fifty percent of their superintendents rarely attend such sessions. At the same time, these same districts indicated that more than fifty percent of their business managers attend negotiating sessions in a primary role. More business managers than superintendents attend these sessions in districts with four to seven schools, but more superintendents than business managers play a primary role in attending such sessions in districts with one to three schools.

Principals and attorneys employed by districts with more than eight schools attend negotiating sessions at the same rate (47.6%) in a primary capacity.

More than fifty-four percent of the business managers play a primary role in participating in caucus sessions (Item IIh) in districts with four to seven schools as do business managers in fifty-seven percent of the districts with more than eight buildings. This was not the case in districts with one to three buildings who indicated that they may not employ such an administrator (forty-three percent).

Eight items were determined to be statistically significant within the third section of the questionnaire, Contract Management. An analy-

sis of the results of the survey indicated that Item IIIa, significant at the .0001 level, discriminated between school districts with one to seven buildings and those with more than eight. Respondents reported that districts with one to three schools had superintendents who, in seventy-three percent of those districts, played a primary role in publishing the final contract for distribution to staff. A similar response was true for districts with four to seven buildings, where sixty-five percent of the superintendents played a primary role for completing this task. However, districts with more than eight schools, reported that only fifteen percent of their superintendents played a primary role in publishing the final contract and distributing it to staff.

Superintendents in districts with one to three buildings were, in eighty-eight percent of the districts, played a primary role in developing training programs for administrative staff relative to the management of the agreed-upon contract (Item IIIb), as did superintendents in districts with four to seven buildings (eighty-seven percent) and superintendents in districts with more than eight buildings (sixty percent).

Item IIIe, "maintain communication with board of education regarding management of the contract" resulted in the highest percentage of response indicating primary role function for the superintendent, using number of schools in the district as the independent variable. It should be noted that responses to this item were higher (ranging from ninety-one percent to one hundred percent) than for any other response in the questionnaire. Districts with one to three buildings reported that superintendents, in every instance (one hundred percent of the

time) played a primary role in communicating with the board of education regarding contract management, while districts with four to seven buildings reported the same level of involvement in ninety-six percent of the cases. Districts with more than eight buildings indicated that superintendents played a primary role in completing this task in ninety-one percent of the districts. Therefore, the data would indicate that the number of buildings within a district has little, if any, impact on the perception that superintendents are viewed as playing the primary role of communicating with the board relative to contract management.

In light of the large number of statistically significant items (forty-five) with the number of schools within a district as the independent variable, an analysis of the data results in the following conclusions:

1. Over forty percent of districts with one to three buildings do not employ business managers.
2. A higher percentage of districts with one to three buildings report that principals played little or no role in completing those tasks that emerged as significant while, for the same tasks, districts with four or more buildings indicated that principals played a primary or secondary role.
3. All items pertaining to boards of education, with the exception of Item IIj, yielded data that indicated similar roles were played regardless of the number of buildings within the district.
4. All items pertaining to superintendents, with the exception of item IIa, "establish communication with the teacher organization", yielded data that when analyzed, indicated the superintendent played a primary role in completing the tasks in a greater percentage of districts with one to three buildings. The percentages of respondents reporting primary role function diminished with an increase of buildings within the district.

### Summary and Implications

The findings relative to research question number four, indicated that seventy percent of the responding districts were elementary districts, twenty percent were high school districts and ten percent were unit districts. The elementary districts had student enrollments of under 500 and up to 3,000, while unit districts had between 6,000 and 12,000 or more students enrolled. High school district student enrollments ranged between 1,000 and 12,000, with the majority falling in the 1,000 to 5,999 range.

Eighty-seven percent of the districts were affiliated with the IEA in DuPage County, with the highest IEA affiliation (92.3%) in McHenry County. Cook County reported sixty-four percent of its districts affiliated with IEA and twenty-nine percent affiliated with AFT, while Lake County reported IEA affiliation at forty-four percent, AFT affiliation at thirty-two percent and Independent affiliation at twenty-four percent.

Lake County appeared to have the most diversification in teacher organization affiliation. Sixty-six percent of elementary districts reported affiliation with IEA as did eighty-three percent of unit districts. The findings indicated that fifty-six percent of high school districts were IEA affiliated, thirty-three percent were AFT affiliated and eleven percent were independently affiliated.

As a result of the analysis of the data obtained from the research questions, a number of implications can be drawn with relationship to the process of collective bargaining and the roles of the identified

management participants in the process. Time after time, the data indicated the strong primary role played by the superintendent of schools throughout the process. This primary role was noted regardless of type of district, county, number of schools within a district, current district pupil enrollment, length of time the superintendent had served as superintendent within the district or dominant teacher organization affiliation. Although there was some variability given the independent variables, superintendents still emerged as the most primarily involved participant. However, it should be remembered that superintendents completed the questionnaires. A possibility exists that superintendents perceive themselves as playing the most primary role in the process of collective bargaining, and that if the questionnaire was to be completed by other, different respondents, superintendents might not be viewed as playing the dominant primary role. However, since superintendents are the chief executive officer of a school district, then, in fact, they should be highly knowledgeable with regard to collective bargaining since they alone are ultimately primarily responsible for its implementation.

#### Research Question Number Five

What impact has the Illinois Educational Labor Relations Act (House Bill 1530) had on the roles of management representatives or participants in the collective bargaining/negotiations process?

The Illinois Educational Labor Relations Act (House Bill 1530) became effective on January 1, 1984. An effort was made to determine to what extent this mandatory collective bargaining statute has changed

management responsibilities in the collective bargaining process. To that end, two open-ended questions were included in the survey mailed to 298 school districts, excluding Chicago, located within the counties of Cook, DuPage, Kane, Lake, McHenry and Will. The questions asked the respondents to list any changes in the roles of the management participants in their respective collective bargaining process that had occurred as a result of House Bill 1530, and to indicate which section of the statute resulted in the identified changes.

Fifty-four of the 181 questionnaires contained responses to these two open-ended questions. Table 13.1 summarizes, by county, the number of responses for the elementary, high school and unit districts. Table 13.2 summarizes the responses by county and student enrollment within the district, and Table 13.3 presents a summary of responses according to dominant teacher organization affiliation, by county.

The number of districts responding to the questions regarding House Bill 1530 is summarized in Table 13.4 by county and number of years the responding superintendent has been employed in the current district.

Question A stated: Please list any changes in the roles of the management participants in your collective bargaining process, that occurred as a result of House Bill 1530 (the Illinois Labor Relations Act). A content analysis was completed for all responses. Twenty-nine different responses were noted. Nine districts responded that no changes had occurred as a result of House Bill 1530, while varying numbers of districts reported that they believed twenty-seven changes had occurred as a result of this statute. An effort was made to summarize and clus-



TABLE 13.1

NUMBER OF ELEMENTARY, HIGH SCHOOL and UNIT DISTRICT  
RESPONSES TO QUESTIONS REGARDING  
ILLINOIS EDUCATIONAL LABOR RELATIONS ACT (H.B. 1530)  
BY COUNTY

TYPE OF SCHOOL DISTRICT				
COUNTY	TOTAL N	ELEMENTARY DISTRICT	HIGH SCHOOL DISTRICT	UNIT DISTRICT
Cook	25	21	4	0
DuPage	9	8	1	0
Kane	1	0	0	1
Lake	10	7	1	2
McHenry	6	3	2	1
Will	3	1	1	1
TOTALS	54	40	9	5

Of the fifty-four districts responding to the two questions, seven-ty-four percent were elementary districts, seventeen percent were high school districts and nine percent were unit districts.

TABLE 13.2

NUMBER OF DISTRICT RESPONSES BY COUNTY TO QUESTIONS  
REGARDING ILLINOIS EDUCATIONAL LABOR RELATIONS ACT (H.B. 1530)  
ACCORDING TO STUDENT ENROLLMENT WITHIN DISTRICT

S T U D E N T    D I S T R I C T    E N R O L L M E N T

COUNTY	TOTAL N	Under 500	500- 999	1,000- 2,999	3,000- 5,999	6,000- 12,000	12,000 UP
Cook	25	6	3	13	2	0	1
DuPage	9	1	2	5	1	0	0
Kane	1	0	0	0	0	1	0
Lake	10	0	4	4	1	1	0
McHenry	6	3	1	2	0	0	0
Will	3	1	0	0	2	0	0
TOTALS	54	11	10	24	6	2	1

Of the fifty-four districts responding to the questions, forty-four percent had a student enrollment of 1,000 - 2,999 pupils while only 1.8% of the responding districts had an enrollment of 12,000 or more.

TABLE 13.3

NUMBER OF DISTRICT RESPONSES BY COUNTY TO QUESTIONS  
REGARDING ILLINOIS EDUCATIONAL LABOR RELATIONS ACT (H.B. 1530)  
ACCORDING TO DOMINANT TEACHER ORGANIZATION AFFILIATION

DOMINANT TEACHER ORGANIZATION AFFILIATION				
COUNTY	TOTAL N	IEA	AFT	INDEPENDENT
Cook	25	16	8	1
DuPage	9	9	0	0
Kane	1	0	1	0
Lake	10	5	3	2
McHenry	6	6	0	0
Will	3	2	1	0
TOTALS	54	38	13	3

Seventy percent of the respondents reported the IEA to be the dominant teacher organization affiliation. Twenty-four percent indicated a dominant affiliation with the AFT and 5.5% reported an independent affiliation.

TABLE 13.4

NUMBER OF DISTRICT RESPONSES BY COUNTY TO QUESTIONS REGARDING  
ILLINOIS EDUCATIONAL LABOR RELATIONS ACT (H.B. 1530)  
ACCORDING TO NUMBER OF YEARS  
SUPERINTENDENT HAS SERVED CURRENT DISTRICT

COUNTY	TOTAL N	NUMBER OF YEARS SUPERINTENDENT SERVED CURRENT DISTRICT					
		6 mo.- 3 yr.	4 - 7 yr.	8 - 11 yr.	12 - 15 yr.	16 - 19 yr.	20 - 23 yr.
Cook	25	10	6	2	2	4	1
DuPage	9	4	1	3	0	1	0
Kane	1	1	0	0	0	0	0
Lake	10	2	3	1	4	0	0
McHenry	6	2	1	2	1	0	0
Will	3	0	1	2	0	0	0
TOTALS	54	19	12	10	7	5	1

The majority (35.2%) of respondents reported that the superintendent had been employed in the current district between six months and three years. Over seventy-five percent of the districts completing the questions indicated that the current superintendent has been employed in the district between six months and eleven years.

ter the responses into four categories: Preparation for Bargaining/Negotiations; Collective Bargaining/Negotiating Process; Contract Management and Impact on All Aspects of Bargaining. It became evident that the majority of the comments were pervasive to all facets of the collective bargaining process, and could not be easily categorized into one of the three identified phases or stages of the process. The comments are summarized below in descending order of frequency of response:

<u>RESPONSE</u>	<u>FREQUENCY</u>
1. None/no change	9
2. Outside negotiator now used/board uses attorney more often	8
3. Districts now have a written contract	5
4. Recognition is now given to groups of employees	4
5. Districts now have deadlines to meet	3
6. Districts do more careful preparation/more cognizant	3
7. Additional time demands for superintendent/business manager and principal(s)	3
8. Increased role of superintendent/business manager/principal(s)	3
9. Now negotiate previous non-negotiable items	3
10. New procedures established (arbitration/impasse/grievances)	3
11. Use of Win-Win bargaining technique	2
12. More consistency by board of education in decisions/responsibilities clearer	2
13. Total relationship changed/formalized process	2
14. Costs more money because of attorneys' fees	2
15. Administration perceived as adversaries	2
16. No more good faith/teachers have rights	2

17. Superintendent more important in process	1
18. Takes longer to negotiate	1
19. Scope of negotiations has increased	1
20. Board policy items now in teacher contract	1
21. More requests for mediation	1
22. Teachers can bargain any time	1
23. Shared responsibility for school management	1
24. Staff proposals carefully reviewed	1
25. Superintendent became part of board negotiating team in caucus sessions	1
26. Superintendent no longer present at negotiating table	1
27. Board now negotiates salaries and fringes	1
28. Now have fair share	1

Further analysis of the content of the responses in Question A resulted in the determination that the majority of the responses were neutral in tone. However, nine questionnaires reflected a negative tenor toward the Illinois Educational Labor Relations Act for various reasons. Several of the complete responses are reported as follows:

"During our last session (3/84-11/84) the IEA used all features of new law. We had a ULP from negotiation heard by IELRB. We produced a 4" pile of documentation; they produced verbal report on their recall. We paid an inordinate price but won handily. . . creating the ILRB with no history, we pay the price since they hear everything submitted unlike private sector boards. Private sector boards appear to have the "guts" or "support" (?) to say this is not an appropriate topic for our time." Cook County - Superintendent in current district for five years.

". . . Only change was of focus. Delineating each item in the contract resulted in a careful review and on-going reading/checking. Formerly all items were on a 'good faith' basis. This . . . is now destroyed - 'stick to contract and only by contract' are the words of today." Cook County - Superintendent in current district for twenty-three years.

"There is very little in this act that adds to the role of management in a positive way. In fact, it has taken away much of the role of management in negotiations. This act only benefits labor." Cook County - Superintendent in current district for seven years.

"We negotiated prior to 1530. It has further 'watered down' the authority of the board." Cook County - Superintendent in current district six months.

"First contract:

1. Increased time demands on Superintendent for negotiated contract preparation, contract management, grievances, etc.
2. Increased time demands on principals for training in contract management, grievance process, etc."

DuPage County - Superintendent in current district five years.

"Assistant Superintendent, Superintendent, Business Manager and principals have assumed major roles in collective bargaining. During prolonged contract negotiation administration is perceived as adversaries. Collective bargaining seems to create emotionalism and adversarial relationships." DuPage County - Superintendent in current district one year.

"Informal process prior to 1530. Superintendent served as resource prior to 1530. Principals not directly involved prior to 1530. Attorney not utilized at table prior to 1530. Everyone much more involved now." DuPage County - Superintendent in current district ten years.

"Give teachers an on-going ticket to bargain - anything if Board is not careful. Teachers feel any and anything is a working condition." Lake County - Superintendent in current district fourteen years.

"1. About 15 items formerly in Board policy are now in the teacher-Board contract. We now, therefore, have less flexibility regarding changing some policies.

2. Teachers' rights have become a slightly bigger issue."  
McHenry County - Superintendent in current district  
fourteen years.

The following two responses reflected a positive tone with regard to the perceived changes in the role of management participants as a result of the Illinois Educational Labor Relations Act (House Bill 1530).

"Shared responsibilities for school management. Assures that staff proposals will be carefully reviewed. Requires very careful preparation for negotiations. Procedure is a two-way street." Lake County - Superintendent in current district one year.

"Negotiated agreements had a tendency to develop more of an awareness and consistency in administrative decisions." Kane County - Superintendent in current district two years.

Question B stated: "Please indicate the section/portion of House Bill 1530 that resulted in those changes listed above."

Almost none of the respondents named the section or portion of the Illinois Educational Labor Relations Act in their responses. They did, however, provide enough descriptors to enable a specific section of the Act to be identified by this investigator. The responses are listed below in descending order of frequency of response and by the identified section of the Illinois Educational Labor Relations Act (House Bill 1530).



<u>RESPONSE</u>	<u>ILLINOIS EDUCATIONAL LABOR RELATIONS ACT</u>	<u>FREQUENCY</u>
1. All Sections	All Sections	12
2. Recognition	Section 7	6
3. Binding Arbitration	Section 10c	5
4. Timelines/Deadlines	Section 12	4
5. Impasse procedure	Section 12	4
6. Working Conditions	Section 10c	3
7. Fair Share	Section 11	3
8. Contract in writing	Section 10d	1
9. Duty to bargain	Section 10a	1
10. Unfair labor practice	Section 14	1
11. None		1

#### Implications

The findings indicated that those superintendents who responded to the open-ended questions regarding the impact of the Illinois Educational Labor Relations Act reported numerous changes in the role of management participants in the collective bargaining process. The majority of superintendent respondents expressed the belief that we are entering an era in which there will be less control by boards of education of contractual issues, more need for districts to exercise care and caution in bargaining, a need for districts to allocate additional time and resources to the process of collective bargaining, a greater need for attorney involvement in the process and a greater role that will need to be played by the superintendent and other district management participants in the collective bargaining process. It seems fair to say that

House Bill 1530 has had an impact on school districts since its enactment on January 1, 1984. However, the degree and the extent to which this legislation has impacted school districts located within the six counties surveyed in this study some two years later is not yet clearly known.

### Summary

This chapter presented an analysis of the data which was organized around each of the five research questions. A summary table was presented for each of the three components of the collective bargaining process: I. Preparation for Bargaining/Negotiations, II. Collective Bargaining/Negotiations Process and III. Contract Management. A narrative discussion accompanied each of the summary tables. Additional tables were presented which summarized all items determined to be statistically significant at the .05 level or less, and which summarized and discussed the relationships among various demographic data and the participants in the collective bargaining process. The results of a content analysis performed on two open-ended questions pertaining to the implementation of the Illinois Educational Labor Relations Act were presented and discussed. Additional sections of Chapter IV discussed the implications of the results. Chapter V is comprised of three sections. The first section contains a summary of the research study. In the second section the conclusions of the study are presented. Recommendations for practice and future research are suggested in the final section.

## CHAPTER V

### SUMMARY, CONCLUSIONS AND RECOMMENDATIONS

#### Summary

The purpose of this study was to analyze the role played by school district employees in management positions in completing the various tasks that define the collective bargaining or negotiations process occurring between a district's board of education and teacher organization. Six research questions provided a framework by which the purpose of the study was accomplished: (1) To what extent are the various management representatives or participants involved in preparing for collective bargaining/negotiations? (2) To what extent are the various management representatives or participants involved in the collective bargaining/negotiations process itself? (3) To what extent are the various management representatives or participants involved in contract management? (4) What is the relationship between various demographic data and the extent to which the management representatives or participants are involved in the collective bargaining/negotiations process? (5) What impact has the Illinois Educational Labor Relations Act (House Bill 1530) had on the roles of management representatives or participants in the collective bargaining/negotiations process?

In order to accomplish the purpose of this study, the following methods and procedures were utilized:

1. The population consisted of all elementary, high school and unit school districts, excluding Chicago, in the Illinois counties of

Cook, DuPage, Kane, Lake, McHenry and Will during the 1985-86 school year.

2. The sample consisted of the 181 school districts that responded to the questionnaire.

3. The research and literature were reviewed relative to the history and background of collective bargaining in education, the collective bargaining process and the role of management participants in collective bargaining in education, and the impact of legislation on collective bargaining in education.

4. The author-developed questionnaire was mailed to 298 districts in the Illinois counties of Cook, DuPage, Kane, Lake, McHenry and Will.

5. A follow-up mailing for non-respondents to the questionnaire was mailed. Completed questionnaires were returned by 181 school superintendents.

6. The data received from the surveys were tabulated and analyzed using frequency and cross tabulation. The Chi-square test of significance was applied to determine the existence of any significant relationships among variables.

7. Conclusions were drawn and recommendations were made.

The limitations of this study were those inherent in using mailed questionnaires. Due to time limitations and the size of the sample, personal interviews were not conducted with superintendent respondents. Because the sample included school districts in six counties surrounding the Chicago, Illinois metropolitan area, findings were limited and generalized to similar school districts in similar geographic areas.

The Illinois Educational Labor Relations Act (House Bill 1530) was enacted January 1, 1984. Although the research study was begun in the early part of 1986, a full two years later, it is unlikely that these two years represented a long enough period of time in which the full impact of this legislation could be measured. At the same time, the impact of H.B. 1530 may have been minimal on districts included in the study who have been collectively bargaining for a number of years prior to January 1, 1984.

This chapter represents the conclusions and recommendations of the study resulting from the analysis of survey responses and demographic information.

#### Conclusions from Current Research

Several conclusions to this study emerged. They were based solely on the evidence found in the study and did not reflect the opinions of any particular individual. The conclusions reflected only the data gathered and reported.

1. Conclusions regarding each of the six management participants in the collective bargaining process are as follows:

a. Board of Education - The data represented in Tables 1.1, 1.2, 2.1, 2.2, 3.1 and 3.2 indicated that the board of education's most primary role in the bargaining process was to determine if an outside negotiator should be hired, followed by determining the composition of the negotiating team. The other primary roles played by boards of education occurred in the actual bargaining phase of the process when, regardless of any of the demographic variables, board members attended negotiations sessions and participated in caucus sessions.

b. Superintendent - The data represented in all tables indicated that the superintendent played the most primary role of all the management participants in each phase of collective bargaining, particularly contract management. However, there were some significant differences in responses to items by county. For example, in all counties except Kane, superintendents were primary in determining the composition of the negotiating team and attending negotiating sessions. The data also indicated that superintendents provided little or no technical assistance in contract management in all counties except McHenry, where they were involved in either a primary or secondary role.

Superintendents were likely to play primary roles in accomplishing tasks in negotiations when they worked in elementary districts with fewer buildings.

c. Business Manager - The data represented in all tables indicated that approximately one-third of the districts participating in this study did not employ business managers. This percentage was greatest in McHenry and Will counties and in elementary districts with smaller student enrollments. When business managers were employed, their roles in collective bargaining varied. However, they played primary roles in compiling information, specifically economic data. They were involved secondarily in more tasks specific to preparation for bargaining.

d. Principal - Principals were involved less in all aspects of the bargaining process than any other management participant. The one task in which they played a significantly primary role was in contract management when they functioned as one step in the grievance procedure.

e. Attorney - Even though it was anticipated that attorneys would be highly involved in collective bargaining, particularly since the enactment of the Illinois mandatory collective bargaining act (House Bill 1530), the data indicated that attorneys only played a primary role in conducting legal research and developing language to be used in the contract. Fewer attorneys were employed in McHenry and Kane County districts, but there was no significant difference in the employment or role of attorneys in elementary, high school or unit districts. Attorneys did appear to assume a more primary or secondary role in districts affiliated with either the IEA or AFT as opposed to an independent teacher organization affiliation.

f. Other - Only about one-third of the districts responding to the survey reported that they employed an administrator defined as "other". In most cases, this administrator was described as having responsibility for personnel functions within the district. Caution should be used in attaching great significance to the role of this management participant in the bargaining process due to the few number of responses. However, the data did indicate that this administrator assumed a primary role more often in preparing for bargaining and in the actual bargaining process, and was utilized to gather data, prepare proposals, analyze grievances and maintain records during negotiations.

School districts in McHenry County were less likely to employ such an administrator, as were elementary districts, with fewer numbers of buildings and smaller student enrollments.

2. Although there were some strong narrative statements regarding the impact of the January 1, 1984 Illinois legislation regulating collective bargaining, the majority of superintendents did not respond to the two open-ended questions pertaining to this recent legislation. This would lead the author to conclude that there has been little impact to the districts survey at this point in time, as a result of this legislation.

#### Recommendations for Further Study

Recommendations for further study include addressing the following concerns:

1. Replicate the study, statewide in Illinois, in order to generalize the data to a larger population. Investigate the possibility of specific geographic differences in the role of management participants in collective bargaining and in the impact of the Illinois Educational Labor Relations Act.

2. Replicate the same study next year to determine the impact of the Illinois Educational Labor Relations Act after two additional years of implementation.

3. Develop a study that would explore the specific concerns expressed by superintendents in the responses to the open-ended question relative to the implementation of the Illinois Educational Labor Relations Act.

4. Replicate the study and include superintendent interviews to further probe the role of management participants in collective bargaining and the impact of the Illinois Educational Labor Relations Act.



5. Replicate the study from the perspective of the teacher's organization. Explore the role of various union representatives in the same phase of bargaining process, and query the impact of House Bill 1530 from the perspective of the teacher's organization.

6. Develop a study to compare management roles in the traditional bargaining model with those used in the Win-Win model of collective negotiations. Win-Win was identified by several superintendents as a new and different way to bargain.

7. Develop and conduct a study regarding management roles in collective bargaining in districts where strikes of significant duration have occurred.

8. Develop a study that would explore the relationship between the role of management participants in the collective bargaining process, and the number and kind of grievances filed with the Labor Relations Board.

9. A study should be conducted that attempts to identify and organize other variables with existing variables into a more complex model that will better identify the role of management participants in collective bargaining.

10. Replicate the study using individual school districts as the unit of analysis.

11. An historical, longitudinal study should be conducted to determine if past management roles in collective bargaining are predictors of future roles in the negotiations process.

12. Explore the relationship of gender to management participant roles in the collective bargaining process.

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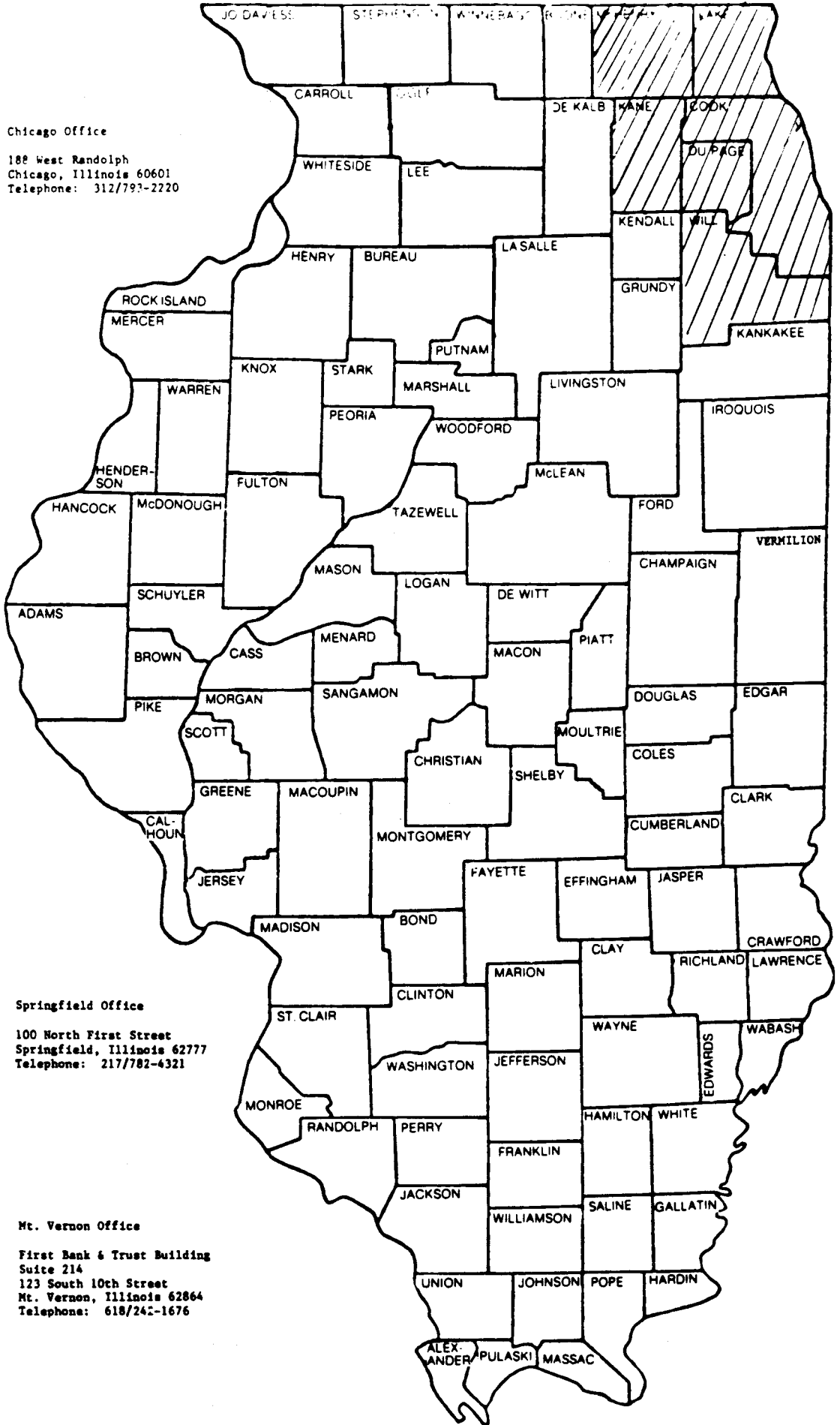
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**APPENDIX A**

**Chicago Office**

188 West Randolph  
Chicago, Illinois 60601  
Telephone: 312/793-2220



**Springfield Office**

100 North First Street  
Springfield, Illinois 62777  
Telephone: 217/782-4321

**Mt. Vernon Office**

First Bank & Trust Building  
Suite 214  
123 South 10th Street  
Mt. Vernon, Illinois 62864  
Telephone: 618/242-1676

**APPENDIX B**



The purpose of this study is to determine the role (primary, secondary, or little/none) played by each listed district employee in a management position who completes the tasks that define the collective bargaining process occurring between the Board of Education and teachers' organization.

This questionnaire should be completed by the Superintendent of Schools and will be held in strictest confidence. A number has been assigned only as a means of checking the return of the questionnaire. Specific data will be shared with the research committee at Loyola University of Chicago.

\*\*\*\*\*

Please answer the following questions:

1. Name of School District: \_\_\_\_\_
2. County in which your district is located: Cook \_\_\_\_\_ DuPage \_\_\_\_\_ Kane \_\_\_\_\_  
Lake \_\_\_\_\_ McHenry \_\_\_\_\_ Will \_\_\_\_\_
3. Number of schools in district: \_\_\_\_\_ (K-5) \_\_\_\_\_ (6-8) \_\_\_\_\_ (other)
4. Type of district: Elementary \_\_\_\_\_ High School \_\_\_\_\_ Unit \_\_\_\_\_
5. Current district pupil enrollment:  

Under 500	_____	3,000-5,999	_____
500-999	_____	6,000-11,999	_____
1,000-2,999	_____	12,000 & up	_____
6. How long have you served as Superintendent of Schools in this district? \_\_\_\_\_  
How many years have you been employed as a Superintendent? \_\_\_\_\_
7. Current collective bargaining status:  
Starting Date of First Negotiated Contract: \_\_\_\_\_  
Starting Date of Current Negotiated Contract: \_\_\_\_\_  
Duration of Current Negotiated Contract: \_\_\_\_\_
8. Dominant teacher organization affiliation: IEA \_\_\_\_\_ AFT \_\_\_\_\_  
Neither \_\_\_\_\_ Both \_\_\_\_\_ Independent \_\_\_\_\_
9. Place an "X" by the central office staff employed by your district:  

Assistant Superintendent _____	Curriculum Director _____
(List by title) _____	Special Education Director _____
_____	Pupil Services Director _____
_____	Research/Evaluation Director _____
Business Manager _____	Other _____
Personnel Director _____	_____

Please circle the response that best indicates the role each person played in completing the following tasks during your district's most recent collective bargaining process. Please note that a minimum of five responses should be marked for each item.

- P = Played PRIMARY role (responsible for completion of task)
- S = Played SECONDARY role (provided information/data)
- O = Played LITTLE/NO role (consulted infrequently)
- N = Not employed by district

EXAMPLE:

Study the present agreement/contract with a view to discovering sections that require modification.

Board of Education	<input checked="" type="radio"/> P	<input type="radio"/> S	<input type="radio"/> O	<input type="radio"/> N	Principal	<input type="radio"/> P	<input type="radio"/> S	<input checked="" type="radio"/> O	<input type="radio"/> N
Superintendent	<input type="radio"/> P	<input checked="" type="radio"/> S	<input type="radio"/> O	<input type="radio"/> N	Attorney	<input checked="" type="radio"/> P	<input type="radio"/> S	<input type="radio"/> O	<input type="radio"/> N
Business Manager	<input type="radio"/> P	<input checked="" type="radio"/> S	<input type="radio"/> O	<input type="radio"/> N	Other <u>Personnel</u>	<input checked="" type="radio"/> P	<input type="radio"/> S	<input type="radio"/> O	<input type="radio"/> N
					<u>Director</u>				

PREPARATION FOR BARGAINING/NEGOTIATIONS

a. Analyze grievances to discover defective or unworkable contract language. Does not apply \_\_\_\_\_.

Board of Education	<input type="radio"/> P	<input type="radio"/> S	<input type="radio"/> O	<input type="radio"/> N	Principal	<input type="radio"/> P	<input type="radio"/> S	<input type="radio"/> O	<input type="radio"/> N
Superintendent	<input type="radio"/> P	<input type="radio"/> S	<input type="radio"/> O	<input type="radio"/> N	Attorney	<input type="radio"/> P	<input type="radio"/> S	<input type="radio"/> O	<input type="radio"/> N
Business Manager	<input type="radio"/> P	<input type="radio"/> S	<input type="radio"/> O	<input type="radio"/> N	Other _____	<input type="radio"/> P	<input type="radio"/> S	<input type="radio"/> O	<input type="radio"/> N

b. Anticipate future employee organization demands. Does not apply \_\_\_\_\_.

Board of Education	<input type="radio"/> P	<input type="radio"/> S	<input type="radio"/> O	<input type="radio"/> N	Principal	<input type="radio"/> P	<input type="radio"/> S	<input type="radio"/> O	<input type="radio"/> N
Superintendent	<input type="radio"/> P	<input type="radio"/> S	<input type="radio"/> O	<input type="radio"/> N	Attorney	<input type="radio"/> P	<input type="radio"/> S	<input type="radio"/> O	<input type="radio"/> N
Business Manager	<input type="radio"/> P	<input type="radio"/> S	<input type="radio"/> O	<input type="radio"/> N	Other _____	<input type="radio"/> P	<input type="radio"/> S	<input type="radio"/> O	<input type="radio"/> N

c. Determine composition of negotiating team. Does not apply \_\_\_\_\_.

Board of Education	<input type="radio"/> P	<input type="radio"/> S	<input type="radio"/> O	<input type="radio"/> N	Principal	<input type="radio"/> P	<input type="radio"/> S	<input type="radio"/> O	<input type="radio"/> N
Superintendent	<input type="radio"/> P	<input type="radio"/> S	<input type="radio"/> O	<input type="radio"/> N	Attorney	<input type="radio"/> P	<input type="radio"/> S	<input type="radio"/> O	<input type="radio"/> N
Business Manager	<input type="radio"/> P	<input type="radio"/> S	<input type="radio"/> O	<input type="radio"/> N	Other _____	<input type="radio"/> P	<input type="radio"/> S	<input type="radio"/> O	<input type="radio"/> N

d. Conduct meetings or confer with teachers, principals, supervisors, central office administrators, parents and/or community to gather information or data regarding implementation of the current contract, and to identify sections that may need change or modification. Does not apply \_\_\_\_\_.

Board of Education	<input type="radio"/> P	<input type="radio"/> S	<input type="radio"/> O	<input type="radio"/> N	Principal	<input type="radio"/> P	<input type="radio"/> S	<input type="radio"/> O	<input type="radio"/> N
Superintendent	<input type="radio"/> P	<input type="radio"/> S	<input type="radio"/> O	<input type="radio"/> N	Attorney	<input type="radio"/> P	<input type="radio"/> S	<input type="radio"/> O	<input type="radio"/> N
Business Manager	<input type="radio"/> P	<input type="radio"/> S	<input type="radio"/> O	<input type="radio"/> N	Other _____	<input type="radio"/> P	<input type="radio"/> S	<input type="radio"/> O	<input type="radio"/> N

e. Compile needed information and relevant economic data. Does not apply \_\_\_\_\_

Board of Education	P	S	O	N	Principal	P	S	O	N
Superintendent	P	S	O	N	Attorney	P	S	O	N
Business Manager	P	S	O	N	Other _____	P	S	O	N

f. Establish administrative priorities in negotiations. Does not apply \_\_\_\_\_

Board of Education	P	S	O	N	Principal	P	S	O	N
Superintendent	P	S	O	N	Attorney	P	S	O	N
Business Manager	P	S	O	N	Other _____	P	S	O	N

g. Conduct legal research and recent developments that may affect future contract negotiations. Does not apply \_\_\_\_\_

Board of Education	P	S	O	N	Principal	P	S	O	N
Superintendent	P	S	O	N	Attorney	P	S	O	N
Business Manager	P	S	O	N	Other _____	P	S	O	N

h. Prepare administrative proposals and alternative positions to be presented during contract negotiations. Does not apply \_\_\_\_\_

Board of Education	P	S	O	N	Principal	P	S	O	N
Superintendent	P	S	O	N	Attorney	P	S	O	N
Business Manager	P	S	O	N	Other _____	P	S	O	N

i. Determine if outside negotiator should be hired. Does not apply \_\_\_\_\_

Board of Education	P	S	O	N	Principal	P	S	O	N
Superintendent	P	S	O	N	Attorney	P	S	O	N
Business Manager	P	S	O	N	Other _____	P	S	O	N

## II. COLLECTIVE BARGAINING/NEGOTIATING PROCESS

a. Establish communication with the teacher organization. Does not apply \_\_\_\_\_

Board of Education	P	S	O	N	Principal	P	S	O	N
Superintendent	P	S	O	N	Attorney	P	S	O	N
Business Manager	P	S	O	N	Other _____	P	S	O	N

b. Arrange meetings between administration/board negotiating team and teacher organization team. Does not apply \_\_\_\_\_

Board of Education	P	S	O	N	Principal	P	S	O	N
Superintendent	P	S	O	N	Attorney	P	S	O	N
Business Manager	P	S	O	N	Other _____	P	S	O	N

c. Attend negotiation sessions as a member of negotiating team. Does not apply \_\_\_\_\_

Board of Education	P	S	O	N	Principal	P	S	O	N
Superintendent	P	S	O	N	Attorney	P	S	O	N
Business Manager	P	S	O	N	Other _____	P	S	O	N

d. Gather additional data relative to issues raised during negotiations. Does not apply \_\_\_\_\_.

Board of Education	P	S	O	N	Principal	P	S	O	N
Superintendent	P	S	O	N	Attorney	P	S	O	N
Business Manager	P	S	O	N	Other _____	P	S	O	N

---

e. Develop language to be used in contract. Does not apply \_\_\_\_\_.

Board of Education	P	S	O	N	Principal	P	S	O	N
Superintendent	P	S	O	N	Attorney	P	S	O	N
Business Manager	P	S	O	N	Other _____	P	S	O	N

---

f. Participate in development of negotiating session agendas. Does not apply \_\_\_\_\_.

Board of Education	P	S	O	N	Principal	P	S	O	N
Superintendent	P	S	O	N	Attorney	P	S	O	N
Business Manager	P	S	O	N	Other _____	P	S	O	N

---

g. Develop procedure for exchange of bargaining proposals. Does not apply \_\_\_\_\_.

Board of Education	P	S	O	N	Principal	P	S	O	N
Superintendent	P	S	O	N	Attorney	P	S	O	N
Business Manager	P	S	O	N	Other _____	P	S	O	N

---

h. Participate in caucus sessions.

Board of Education	P	S	O	N	Principal	P	S	O	N
Superintendent	P	S	O	N	Attorney	P	S	O	N
Business Manager	P	S	O	N	Other _____	P	S	O	N

---

i. Participate in on-going dialogue with board chief negotiator. Does not apply \_\_\_\_\_.

Board of Education	P	S	O	N	Principal	P	S	O	N
Superintendent	P	S	O	N	Attorney	P	S	O	N
Business Manager	P	S	O	N	Other _____	P	S	O	N

---

k. Maintain official record of proposals, counterproposals and tentative agreements. Does not apply \_\_\_\_\_.

Board of Education	P	S	O	N	Principal	P	S	O	N
Superintendent	P	S	O	N	Attorney	P	S	O	N
Business Manager	P	S	O	N	Other _____	P	S	O	N

---

III.

CONTRACT MANAGEMENT

a. Publish final contract for distribution to administrative and teaching staff. Does not apply \_\_\_\_\_.

Board of Education	P	S	O	N	Principal	P	S	O	N
Superintendent	P	S	O	N	Attorney	P	S	O	N
Business Manager	P	S	O	N	Other _____	P	S	O	N

---

b. Develop training program for administrative staff relative to management of the agreed upon contract. Does not apply \_\_\_\_\_.

Board of Education	P	S	O	N	Principal	P	S	O	N
Superintendent	P	S	O	N	Attorney	P	S	O	N
Business Manager	P	S	O	N	Other _____	P	S	O	N

---

c. Manage and participate in grievance procedure. Does not apply \_\_\_\_\_.

Board of Education	P	S	O	N	Principal	P	S	O	N
Superintendent	P	S	O	N	Attorney	P	S	O	N
Business Manager	P	S	O	N	Other _____	P	S	O	N

---

d. Function as one step in the grievance procedure. Does not apply \_\_\_\_\_.

Board of Education	P	S	O	N	Principal	P	S	O	N
Superintendent	P	S	O	N	Attorney	P	S	O	N
Business Manager	P	S	O	N	Other _____	P	S	O	N

---

e. Maintain communication with Board of Education regarding management of the contract. Does not apply \_\_\_\_\_.

Board of Education	P	S	O	N	Principal	P	S	O	N
Superintendent	P	S	O	N	Attorney	P	S	O	N
Business Manager	P	S	O	N	Other _____	P	S	O	N

---

f. Provide technical assistance to administrative staff in the contract management process. Does not apply \_\_\_\_\_.

Board of Education	P	S	O	N	Principal	P	S	O	N
Superintendent	P	S	O	N	Attorney	P	S	O	N
Business Manager	P	S	O	N	Other _____	P	S	O	N

---

IV. As you know, the Illinois Educational Labor Relations Act (H.B. 1530) became effective January 1, 1984. The following questions attempt to determine how this mandatory collective bargaining statute has changed management responsibilities in the collective bargaining process.

A. Please list any changes in the roles of the management participants in your collective bargaining process, that have occurred as a result of H.B. 1530:

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B. Please indicate the section/portion of H.B. 1530 that resulted in those changes listed above:

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**APPENDIX C**

# EVANSTON PUBLIC SCHOOLS

1314 RIDGE AVENUE      EVANSTON, ILLINOIS 60201      (312) 492-5986

January 13, 1986

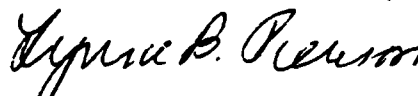
Dear Superintendent,

I need your help. I am conducting a study regarding the roles that various management participants play in the collective bargaining process. This study is under the chairmanship of Dr. Max Bailey, Associate Professor of Educational Administration, Loyola University of Chicago.

The enclosed questionnaire will take approximately twenty minutes to complete. It is essential that the questionnaire be completed by you, the superintendent, to provide consistency of respondents, and returned in the enclosed envelope no later than Friday, January 31. Your answers to the questions will be shared only with the research committee at Loyola University.

Your assistance in this project is greatly appreciated.

Sincerely,



Lynne B. Pierson,  
Director of Special Services

LBP/jbs



# EVANSTON PUBLIC SCHOOLS

1314 RIDGE AVENUE      EVANSTON, ILLINOIS 60201      (312) 492-5986

February 7, 1986

## SECOND REQUEST

Dear Superintendent,

I continue to need your help. I am conducting a study regarding the roles that various management participants play in the collective bargaining process. This study is under the chairmanship of Dr. Max Bailey, Associate Professor of Educational Administration, Loyola University of Chicago.

The enclosed questionnaire will take approximately twenty minutes to complete. It is essential that the questionnaire be completed by you, the superintendent, to provide consistency of respondents, and returned in the enclosed envelope by Friday, February 21. Your answers to the questions will be shared only with the research committee at Loyola University.

Your assistance in this project is greatly appreciated.

Sincerely,



Lynne B. Pierson,  
Director of Special Services

LBP/jbs

**APPENDIX D**

ILLINOIS  
EDUCATIONAL LABOR RELATIONS  
ACT

January 1, 1984

Compiled and presented by:

SCARIANO, KULA & ELLCH, CHARTERED  
1450 Aberdeen  
Chicago Heights, IL 60411  
(312) 755-1900

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## ILLINOIS EDUCATIONAL LABOR RELATIONS ACT

**Section 1. Policy.** It is the public policy of this State and the purpose of this Act to promote orderly and constructive relationships between all educational employees and their employers. Unresolved disputes between the educational employees and their employers are injurious to the public, and the General Assembly is therefore aware that adequate means must be established for minimizing them and providing for their resolution. It is the purpose of this act to regulate labor relations between educational employers and educational employees, including the designation of educational employee representatives, negotiation of wages, hours and other conditions of employment and resolution of disputes arising under collective bargaining agreements. The General Assembly recognizes that substantial differences exist between educational employees and other public employees as a result of the uniqueness of the educational work calendar and educational work duties and the traditional and historical patterns of collective bargaining between educational employers and educational employees and that such differences demand statutory regulation of collective bargaining between educational employers and educational employees in a manner that recognizes these differences. Recognizing that harmonious relationships are required between educational employees and their employers, the General Assembly has determined that the overall policy may best be accomplished by (a) granting to educational employees the right to organize and choose freely their representatives; (b) requiring educational employers to negotiate and bargain with employee organizations representing educational employees and to enter into written



agreements evidencing the result of such bargaining and in establishing procedures to provide for the protection of the rights of the educational employee, the educational employer and the public.

Section 2. Definitions. As used in this Act

"Educational employer" or "employer" means the governing body of a public school district, combination of public school districts, including the governing body of joint agreements of any type formed by 2 or more school districts, public community college district or State college or university and any State agency whose major function is providing educational services.

(b) "Educational employee" or "employee" means any individual, excluding supervisors, managerial, confidential, short term employees, student, and part-time academic employees of community colleges, employed full or part time by an educational employer, but shall not include elected officials and appointees of the Governor with the advice and consent of the Senate. For the purposes of this act, part-time academic employees of community colleges shall be defined as those employees who provide less than 6 credit hours of instruction per academic semester.

(c) "Employee organization" or "labor organization" means an organization of any kind in which membership includes educational employees, and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, employee-employer disputes, wages, rates of pay, hours of employment, or conditions or work, but shall not include any organization which practices discrimination in membership because of race, color, creed, age, gender, national origin or political affiliation.

(d) "Exclusive representative" means the labor organization which has been designated by the Illinois Educational Labor Relations Board as the representative of the majority of educational employees in an appropriate unit, or recognized by an educational employer prior to January 1, 1984, as the exclusive representative of the employees in an appropriate unit or, after January 1, 1984, recognized by an employer upon evidence that the

employee organization has been designated as the exclusive representative by a majority of the employees in an appropriate unit.

(e) "Board" means the Illinois Educational Labor Relations Board.

(f) "Regional Superintendent" means the regional superintendent of schools provided for in Articles 3 and 3A of The School Code.

(g) "Supervisor" means any individual having authority in the interests of the employer to hire, transfer, suspend, lay off, recall, promote, discharge, reward or discipline other employees within the appropriate bargaining unit and adjust their grievances, or to effectively recommend such action if the exercise of such authority is not of a merely routine or clerical nature but requires the use of independent judgment. The term "supervisor" includes only those individuals who devote a preponderance of their employment time to such exercising authority.

(h) "Unfair labor practice" or "unfair practice" means any practice prohibited by Section 14 of this Act.

(i) "Person" includes an individual, educational employee, educational employer, legal representative, or employee organization.

(j) "Wages" means salaries or other forms of compensation for services rendered.

(k) "Professional employee" means, in the case of a public community college, State college or university, State agency whose major function is providing educational services, the Illinois School for the Deaf, and the Illinois School for the Visually Impaired, (1) any employee engaged in work (i) predominantly intellectual and varied in character as opposed to routine mental, manual, mechanical, or physical work; (ii) involving the consistent exercise of discretion and judgment in its performance; (iii) of such character that the output produced or the result accomplished cannot be standardized in relation to a given period of time and (iv) requiring knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized

intellectual instruction and study in an institution of higher learning or a hospital, as distinguished from a general academic education or from an apprenticeship or from training in the performance of routine mental, manual, or physical processes; or

(2) any employee, who (i) has completed the courses of specialized intellectual instruction and study described in clause (iv) of paragraph (1) of this subsection, and (ii) is performing related work under the supervision of a professional person to qualify himself or herself to become a professional as defined in paragraph (1).

(1) "Professional employee" means, in the case of any public school district, or combination of school districts pursuant to joint agreement, any employee who has a certificate issued under Article 21 or Section 34-83 of The School Code, as now or hereafter amended.

(m) "Unit" or "bargaining unit" means any group of employees for which an exclusive representative is selected.

(n) "Confidential employee" means an employee, who (i) in the regular course of his/her duties, assists and acts in a confidential capacity to persons who formulate, determine and effectuate management policies with regard to labor relations or who (ii) in the regular course of his/her duties has access to information relating to the effectuation or review of the employer's collective bargaining policies.

(o) "Managerial employee" means an individual who is engaged predominantly in executive and management functions and is charged with the responsibility of directing the effectuation of such management policies and practices.

(p) "Craft employee" means skilled journeymen, crafts persons, and their apprentices and helpers.

Section 3. Employee rights. (a) It shall be lawful for educational employees to organize, form, join, or assist in employee organizations or engage in lawful concerted activities for the purpose of collective bargaining or other mutual aid and protection or bargain collectively through representatives of their own free

choice and, except as provided in Section 11, such employees shall also have the right to refrain from any or all such activities.

(b) Representatives selected by educational employees in a unit appropriate for collective bargaining purposes shall be the exclusive representative of all the employees in such unit to bargain on wages, hours, terms and conditions of employment. However, any individual employee or a group of employees may at any time present grievances to their employer and have them adjusted without the intervention of the bargaining representative as long as the adjustment is not inconsistent with the terms of a collective bargaining agreement then in effect, provided that the bargaining representative has been given an opportunity to be present at such adjustment.

Section 4. Employer rights. Employers shall not be required to bargain over matters of inherent managerial policy, which shall include such areas of discretion or policy as the functions of the employer, standards of services, its overall budget, the organizational structure and selection of new employees and direction of employees. Employers, however, shall be required to bargain collectively with regard to policy matters directly affecting wages, hours, and terms and conditions of employment as well as the impact thereon upon request by employee representatives. To preserve the rights of employers and exclusive representatives which have established collective bargaining relationships or negotiated collective bargaining agreements prior to the effective date of this Act, employers shall be required to bargain collectively with regard to any matter concerning wages, hours or conditions of employment about which they have bargained for and agreed to in a collective bargaining agreement prior to the effective date of this Act.

Section 5. Illinois Educational Labor Relations Board. (a) There is hereby created the Illinois Educational Labor Relations Board consisting of 3 members, no more than 2 of whom may be of the same political party, who are residents of Illinois appointed by the Governor with the advice and consent of the Senate. The

Governor shall appoint to the Board only persons who have had a minimum of 5 years of experience directly related to labor and employment relations in representing educational employers or educational employees in collective bargaining matters. One appointed member shall be designated at the time of his or her appointment to serve as chairman. Initial appointments shall be made within 30 days of the effective date of this Act. At the organizational meeting of the original Board, the members shall determine by lot one member to serve for a term of 6 years, one member to serve for a term of 4 years, and one member to serve for a term of 2 years, with each to serve until his or her successor is appointed and qualified.

(b) Each subsequent member shall be appointed in like manner for a term of 6 years and until his or her successor is appointed and qualified. Each member of the Board is eligible for reappointment. Vacancies shall be filled in the same manner as original appointments for the balance of the unexpired term.

(c) The chairman shall be paid \$50,000 per year. Other members of the Board shall be paid \$45,000 per year. They shall be entitled to reimbursement for necessary traveling and other official expenditures necessitated by their official duties.

(d) Two members of the Board constitute a quorum and a vacancy on the board does not impair the right of the 2 remaining members to exercise all of the powers of the Board.

(e) Any member of the Board may be removed by the Governor, upon notice, for neglect of duty or malfeasance in office, but for no other cause.

(f) The Board may employ such personnel as may be necessary to administer this Act and to make expenditures of funds appropriated to it.

(g) To accomplish the objectives and to carry out the duties prescribed by this Act, the Board may subpoena witnesses, subpoena the production of books, papers, records and documents which may be needed as evidence on any matter under inquiry and may administer oaths and affirmations.

In cases of neglect or refusal to obey a subpoena issued to any person, the circuit court in the county in which the investigation or the public hearing is taking place, upon application by the Board, may issue an order requiring such person to appear before the Board or any member or agent of the Board to produce evidence or give testimony. A failure to obey such order may be punished by the court as in civil contempt.

Any subpoena, notice of hearing, or other process or notice of the Board issued under the provisions of this Act may be served personally, by registered mail or by leaving a copy at the principal office of the respondent required to be served. A return, made and verified by the individual making such service and setting forth the manner of such service is proof of service. A post office receipt, when registered mail is used, is proof of service. All process of any court to which application may be made under the provisions of this Act may be served in the county where the persons required to be served reside or may be found.

(h) The Board shall adopt, promulgate, amend or rescind rules and regulations in accordance with "The Illinois Administrative Procedure Act", as now or hereafter amended, as it deems necessary and feasible to carry out this Act.

Section 6. Illinois Education Labor Mediation Roster. The Board shall establish an Illinois Educational Labor Mediation Roster, the services of which are available to the educational employer and to labor organizations for purposes of arbitration of grievances and mediation or arbitration of contract disputes. The members of the roster shall be qualified impartial individuals who are not employees of the Board.

Section 7. Recognition of exclusive bargaining representatives -- unit determination. The Board is empowered to administer the recognition of bargaining representatives of employees of public school districts, including employees of districts which have entered into joint agreements, or employees of public community college districts or any state college or university, and any state agency whose major function is providing educational services,

making certain that each bargaining unit contains employees with an identifiable community of interest and that no unit includes both professional employees and nonprofessional employees unless a majority of employees in each group vote for inclusion in the unit.

(a) In determining the appropriateness of a unit, the Board shall decide in each case, in order to ensure employees the fullest freedom in exercising the rights guaranteed by this Act, the unit appropriate for the purpose of collective bargaining, based upon but not limited to such factors as historical pattern of recognition, community of interest, including employee skills and functions, degree of functional integration, interchangeability and contact among employees, common supervision, wages, hours and other working conditions of the employees involved, and the desires of the employees. Nothing in this Act shall interfere with or negate the current representation rights or patterns and practices of employee organizations which have historically represented employees for the purposes of collective bargaining, including but not limited to the negotiations of wages, hours and working conditions, resolutions of employees' grievances, or resolution of jurisdictional disputes or the establishment and maintenance of prevailing wage rates, unless a majority of the employees so represented expresses a contrary desire under the procedures set forth in this Act. This Section, however, does not prohibit multi-unit bargaining. Notwithstanding the above factors, where the majority of public employees of a craft so decide, the Board shall designate such craft as a unit appropriate for the purposes of collective bargaining.

(b) An educational employer may voluntarily recognize a labor organization for collective bargaining purposes if that organization appears to represent a majority of employees in the unit. The employer shall post notice of its intent to so recognize for a period of at least 20 school days on bulletin boards or other places used or reserved for employee notices. Thereafter, the employer, if satisfied as to the majority status of the employee organization, shall send written notification of such recognition to the Board

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for certification.

Within the 20 day notice period however, any other interested employee organization may petition the Board to seek recognition as the exclusive representative of the unit in the manner specified by rules and regulations prescribed by the Board, if such interested employee organization has been designated by at least 15% of the employees in an appropriate bargaining unit which includes all or some of the employees in the unit intended to be recognized by the employer. In such event, the Board shall proceed with the petition in the same manner as provided in paragraph (c) of this Section.

(c) A labor organization may also gain recognition as the exclusive representative by an election of the employees in the unit. Petitions requesting an election may be filed with the Board:

(1) by an employee or group of employees or any labor organizations acting on their behalf alleging and presenting evidence that 30% or more of the employees in a bargaining unit wish to be represented for collective bargaining or that the labor organization which has been acting as the exclusive bargaining representative is no longer representative of a majority of the employees in the unit; or

(2) by an employer alleging that one or more labor organizations have presented a claim to be recognized as an exclusive bargaining representative of a majority of the employees in an appropriate unit and that it doubts the majority status of any of the organizations or that it doubts the majority status of an exclusive bargaining representative.

The Board shall investigate the petition and if it has reasonable cause to suspect that a question of representation exists, it shall give notice and conduct a hearing. If it finds upon the record of the hearing that a question of representation exists, it shall direct an election, which shall be held no later than 90 days after the date the petition was filed. Nothing prohibits the waiving of hearings by the parties and the conduct of consent



elections

No election may be conducted in any bargaining unit during the term of a collective bargaining agreement covering such unit or subdivision thereof, except the Board may direct an election after the filing of a petition between January 15 and March 1 of the final year of a collective bargaining agreement. Nothing in this Section prohibits the negotiation of a collective bargaining agreement covering a period not exceeding 3 years. A collective bargaining agreement of less than 3 years may be extended up to 3 years by the parties if the extension is agreed to in writing before the filing of a petition under this Section. In such case, the final year of the extension is the final year of the collective bargaining agreement. No election may be conducted in a bargaining unit, or subdivision thereof, in which a valid election has been held within the preceding 12 month period.

Section 8. Election -- certification. Elections shall be by secret ballot, and conducted in accordance with rules and regulations established by the Illinois Educational Labor Relations Board. An incumbent exclusive bargaining representative shall automatically be placed on any ballot with the petitioner's labor organization. An intervening labor organization may be placed on the ballot when supported by 15% or more of the employees in the bargaining unit. The Board shall give at least 30 days notice of the time and place of the election to the parties and, upon request, shall provide the parties with a list of names and addresses of persons eligible to vote in the election at least 15 days before the election. The ballot must include, as one of the alternatives, the choice of "no representative". No mail ballots are permitted except where a specific individual would otherwise be unable to cast a ballot.

The labor organization receiving a majority of the ballots cast shall be certified by the Board as the exclusive bargaining representative. If the choice of "no representative" receives a majority, the employer shall not recognize any exclusive bargaining representative for at least 12 months. If none of the choices on the ballot receives a majority, a run-off shall be conducted between

the 2 choices receiving the largest number of valid votes cast in the election. The Board shall certify the results of the election within 5 working days after the final tally of votes unless a charge is filed by a party alleging that improper conduct occurred which affected the outcome of the election. The Board shall promptly investigate the allegations, and if it finds probable cause that improper conduct occurred and could have affected the outcome of the election, it shall set a hearing on the matter on a date falling within 2 weeks of when it received the charge. If it determines, after hearing, that the outcome of the election was affected by improper conduct, it shall order a new election and shall order corrective action which it considers necessary to insure the fairness of the new election. If it determines upon investigation or after hearing that the alleged improper conduct did not take place or that it did not affect the results of the election, it shall immediately certify the election results.

Any labor organization that is the exclusive bargaining representative in an appropriate unit on the effective date of this Act shall continue as such until a new one is selected under this Act.

Section 9. Board rules. The Board shall promulgate rules and regulations governing the appropriateness of bargaining units, representation elections, employee petitions for recognition and procedures for voluntary recognition of employee organizations by employers.

Section 10. Duty to bargain A public employer and the exclusive representative have the authority and the duty to bargain collectively as set forth in this section. (a) Collective bargaining is the performance of the mutual obligations of the educational employer and the representative of the educational employees to meet at reasonable times and confer in good faith with respect to wages, hours and other terms and conditions of employment, and to execute a written contract incorporating any agreement reached by such obligation, provided such obligation does not compel either party to agree to a proposal or require the making of a concession.

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(b) The parties to the collective bargaining process shall not effect or implement a provision in a collective bargaining agreement if the implementation of that provision would be in violation of, or inconsistent with, or in conflict with any statute or statutes enacted by the General Assembly of Illinois. The parties to the collective bargaining process may effect or implement a provision in a collective bargaining agreement if the implementation of that provision has the effect of supplementing any provision in any statute or statutes enacted by the General Assembly of Illinois pertaining to wages, hours or other conditions of employment; provided however, no provision in a collective bargaining agreement may be effected or implemented if such provision has the effect of negating, abrogating, replacing, reducing, diminishing, or limiting in any way any employee rights, guarantees or privileges pertaining to wages, hours or other conditions of employment provided in such statutes. Any provision in a collective bargaining agreement which has the effect of negating, abrogating, replacing, reducing, diminishing or limiting in any way any employee rights, guarantees or privileges provided in an Illinois statute or statutes shall be void and unenforceable, but shall not affect the validity, enforceability and implementation of other permissible provisions of the collective bargaining agreement.

(c) The collective bargaining agreement negotiated between representatives of the educational employees and the educational employer shall contain a grievance resolution procedure which shall apply to all employees in the unit and shall provide for binding arbitration of disputes concerning the administration or interpretation of the agreement. The agreement shall also contain appropriate language prohibiting strikes for the duration of the agreement. The costs of such arbitration shall be borne equally by the educational employer and the employee organization.

(d) Once an agreement is reached between representatives of the educational employees and the educational employer and is ratified by both parties, the agreement shall be reduced to writing and signed by the parties.

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Section 11. Non-member fair share payments. When a collective bargaining agreement is entered into with an exclusive representative, it may include a provision requiring employees covered by the agreement who are not members of the organization to pay to the organization a fair share fee for services rendered. The exclusive representative shall certify to the employer an amount not to exceed the dues uniformly required of members which shall constitute each non member employee's fair share fee. The fair share fee payment shall be deducted by the employer from the earnings of the non member employees and paid to the exclusive representative.

The amount certified by the exclusive representative shall not include any fees for contributions related to the election or support of any candidate for political office. Nothing in this Section shall preclude the non member employee from making voluntary political contributions in conjunction with his/her fair share payment.

Agreements containing a fair share agreement must safeguard the right of non-association of employees based upon bonafide religious tenets or teaching of a church or religious body of which such employees are members. Such employees may be required to pay an amount equal to their proportionate share, determined under a proportionate share agreement, to a non-religious charitable organization mutually agreed upon by the employees affected and the exclusive representative to which such employees would otherwise pay such fee. If the affected employees and the exclusive representative are unable to reach an agreement on the matter, the Illinois Educational Labor Relations Board may establish an approved list of charitable organizations to which such payments may be made.

Section 12. Impasse procedures. If the parties engaged in collective bargaining have not reached an agreement by 90 days before the scheduled start of the forthcoming school year, the parties shall notify the Illinois Educational Labor Relations Board concerning the status of negotiations.

Upon demand of either party, collective bargaining between the employer and an exclusive bargaining representative must begin within 60 days of the date of certification of the representative by the Board, or in the case of an existing exclusive bargaining representative, within 60 days of the receipt by a party of a demand to bargain issued by the other party. Once commenced, collective bargaining must continue for at least a 60 day period, unless a contract is entered into.

If after a reasonable period of negotiation and within 45 days of the scheduled start of the forth-coming school year the parties engaged in collective bargaining have reached an impasse, either party may petition the Board to initiate mediation. Alternatively, the Board on its own motion may initiate mediation during this period. However, the services of the mediators shall continuously be made available to the employer and to the exclusive bargaining representative for purposes of arbitration of grievances and mediation or arbitration of contract disputes. If requested by the parties, the mediator may perform fact-finding and in so doing conduct hearings and make written findings and recommendations for resolution of the dispute. Such mediation shall be provided by the Board and shall be held before qualified impartial individuals. Nothing prohibits the use of other individuals or organizations such as the Federal Mediation and Conciliation Service or the American Arbitration Association selected by both the exclusive bargaining representative and the employer.

If the parties engaged in collective bargaining fail to reach an agreement within 15 days of the scheduled start of the forth-coming school year and have not requested mediation, the Illinois Educational Labor Relations Board shall invoke mediation.

The costs of fact finding and mediation shall be shared equally between the employer and the exclusive bargaining agent.

Nothing in this Act prevents an employer and an exclusive bargaining representative from mutually submitting to final and binding impartial arbitration unresolved issues concerning the terms of a new collective bargaining agreement.

Section 13 Strikes. Educational employees shall not engage in a strike except under the following conditions

- (a) they are represented by an exclusive bargaining representative,
- (b) mediation has been used without success;
- (c) at least 5 days have elapsed after a notice of intent to strike has been given by the exclusive bargaining representative to the educational employer, the regional superintendent and to the Illinois Educational Labor Relations Board.
- (d) the collective bargaining agreement between the educational employer and educational employees, if any, has expired; and
- (e) the employer and the exclusive bargaining representative have not mutually submitted the unresolved issues to arbitration.

If, however, in the opinion of an employer a strike is or has become a clear and present danger to the health or safety of the public, it may initiate in the circuit court of the county in which such danger exists an action for relief which may include, but is not limited to, injunction. The court may grant appropriate relief upon the finding that such clear and present danger exists. An unfair practice or other evidence of lack of clean hands by the educational employer is a defense to such action except as provided for in this sub-paragraph. The jurisdiction of a court under this Section is limited by "An Act relating to disputes concerning terms and conditions of employment", approved June 19, 1925, as now or hereafter amended.

Section 14. Unfair labor practices. (a) Educational employers, their agents or representatives are prohibited from:

- (1) Interfering, restraining or coercing employees in the exercise of the rights guaranteed under this Act.
- (2) Dominating or interfering with the formation, existence or administration of any employee organization.
- (3) Discriminating in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage membership in any employee organization.
- (4) Discharging or otherwise discriminating against an employee

because he or she has signed or filed an affidavit, authorization card, petition or complaint or given any information or testimony under this Act.

(5) Refusing to bargain collectively in good faith with an employee representative which is the exclusive representative of employees in an appropriate unit, including but not limited to the discussing of grievances with the exclusive representative, provided, however, that if an alleged unfair labor practice involves interpretation or application of the terms of a collective bargaining agreement and said agreement contains a grievance and arbitration procedure, the Board may defer the resolution of such dispute to the grievance and arbitration procedure contained in said agreement.

(6) Refusing to reduce a collective bargaining agreement to writing and signing such agreement.

(7) Violating any of the rules and regulations promulgated by the Board regulating the conduct of representation elections.

(8) Refusing to comply with the provisions of a binding arbitration award.

(b) Employee organizations, their agents or representatives or educational employees are prohibited from:

(1) Restraining or coercing employees in the exercise of the rights guaranteed under this Act.

(2) Restraining or coercing an educational employer in the selection of his representative for the purposes of collective bargaining or the adjustment of grievances.

(3) Refusing to bargain collectively in good faith with an educational employer, if they have been designated in accordance with any provisions of this Act as the exclusive representative of employees in an appropriate unit.

(4) Violating any of the rules and regulations promulgated by the Board regulating the conduct of representation elections.

(5) Refusing to reduce a collective bargaining agreement to writing and signing such agreement.

(6) Refusing to comply with the provisions of a binding

arbitration award.

Section 15. Unfair labor practice procedure. A charge of unfair labor practice may be filed with the Board by an employer or a labor organization. If the Board after investigation finds that the charge states an issue of law or fact, it shall issue and cause to be served upon the party complained of a complaint which fully states the charges and thereupon hold a hearing on the charges, giving at least 5 days' notice to the parties. At hearing, the charging party may also present evidence in support of the charges and the party charged may file an answer to the charges, appear in person or by attorney, and present evidence in defense against the charges.

The Board has the power to issue subpoenas and administer oaths. If any party wilfully fails or neglects to appear or testify or to produce books, papers and records pursuant to subpoena issued by the Board, the Board shall apply to the circuit court for an order to compel the attendance of the party at the hearing to testify or produce requested documents.

If the Board finds that the party charged has committed an unfair labor practice, it shall make findings of fact and is empowered to issue an order requiring the party charged to stop the unfair practice, and may take additional affirmative action, including requiring the party to make reports from time to time showing the extent to which he or she has complied with the order. No order shall be issued upon an unfair practice occurring more than 6 months before the filing of the charge alleging the unfair labor practice. If the Board finds that the party charged has not committed any unfair labor practice, findings of fact shall be made and an order issued dismissing the charges.

The Board may petition the circuit court of the county in which the unfair labor practice in question occurred or where the party charged with the unfair labor practice resides or transacts business to enforce an order and for other relief, which may include but is not limited to, injunctions.

Section 16. Judicial review. (a) A charging party or any



person aggrieved by a final order of the Board granting or denying in whole or in part the relief sought may apply for and obtain judicial review of an order of the Board entered under this Act in accordance with the provisions of the Administrative Review Law, as now or hereafter amended, except that such judicial review shall be taken directly to the Appellate Court of the judicial district in which the Board maintains its principal office.

(b) Whenever it appears that any person has violated a final order of the Board issued under this Act, the Board may commence an action in the name of the people of the State of Illinois by petition, alleging the violation, attaching a copy of the order of the Board, and praying for the issuance of an order directing the person, his officers, agents, servants, successors, and assigns to comply with the order of the Board. Upon the commencement of the action, the Court may grant or refuse, in whole or in part, the relief sought, provided that the Court may stay an order of the Board in accordance with Section 3-111 of the Code of Civil Procedure pending disposition of the proceedings. The Court may punish a violation of its order as in civil contempt.

(c) The proceedings provided in subsection (b) of this Section shall be commenced in the circuit court in the county where the unfair labor practice which is the subject of the Board's order was committed, or where a person required to cease and desist by such order resides or transacts business.

(d) The Board may, upon issuance of an unfair labor practice complaint, petition the circuit court where the alleged unfair practice which is the subject of the Board's complaint was allegedly committed, or where a person required to cease and desist from such alleged unfair labor practice resides or transacts business, for appropriate temporary relief or a restraining order. Upon the filing of any such petition the court shall cause notice thereof to be served upon such person, and thereupon shall have jurisdiction to grant to the Board such temporary relief or restraining order as it deems just and proper.

(e) In any judicial review proceeding brought hereunder, the

employee organization may sue or be sued as an entity and in behalf of the employees whom it represents. The service of legal process, summons, or subpoena upon an officer or agent of the employee organization in his or her capacity as such, shall constitute service upon said employee organization.

Section 17. Effect on other laws. In case of any conflict between the provisions of this Act and any other law, executive order or administrative regulation, the provisions of this Act shall prevail and control. Nothing in this Act shall be construed to replace or diminish the rights of employees established by Section 36d of "An Act to create the State Universities Civil Service System", approved May 11, 1905, as amended or modified.

Section 18. Meetings. The provisions of the Open Meetings Act shall not apply to collective bargaining negotiations and grievance arbitrations conducted pursuant to this Act.

Section 19. Sovereign Immunity. For purposes of this Act, the State of Illinois waives sovereign immunity.

Section 20. Short title. This Act shall be known and may be cited as the "Illinois Educational Labor Relations Act".

Section 21. Inapplicability of State Mandates Act. The General Assembly finds that this Act imposes additional duties on local educational employers which can be carried out by existing staff and procedures at no appreciable net cost increase. The increased additional annual net costs resulting from the enactment of this Act would be less than \$50,000, in the aggregate, for all local educational employers and affected by this Act, and reimbursements of local educational employers is not required of the State under The State Mandates Act, by reason of the exclusions specified in clauses (2) and (5) of subsection (a) of Section 8 of that Act.

Section 22. Section 24-21.1 of "The School Code", approved March 18, 1961, as amended, amended to read as follows:

(Ch. 122, Par. 24-21.1)

Sec. 24-21.1. Organization dues, payments and contributions. The board shall, upon the written request of an employee, withhold from the compensation of that employee any dues, payments or contributions payable by such employee to any employee labor organization as defined in the Illinois Educational Labor Relations Act. Under such arrangement, an amount shall be withheld from each regular payroll period which is equal to the pro rata share of the annual dues plus any payments or contributions and the board shall transmit such withholdings to the specified labor organization within 10 working days from the time of the withholding.

Section 23. Sections 3-26 and 4-6 of the "Public Community College Act", approved July 15, 1965, as amended, are amended to read as follows:

(Ch. 122, par. 103-26)

Sec. 3-26. (a) To make appointments and fix the salaries of a chief administrative officer, who shall be the executive

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officer of the board, other administrative personnel and all teachers. In making these appointments and fixing the salaries, the board may make no discrimination on account of sex, race, creed, color or national origin.

(b) Upon the written request of an employee, to withhold from the compensation of that employee the membership dues of such employee payable to any specified labor organization as defined in the Illinois Educational Labor Relations Act. Under such arrangement, an amount shall be withheld for each regular payroll period which is equal to the prorata share of the annual membership dues plus any payments of contributions and the board shall pay such withholding to the specified labor organization within 10 working days from the time of the withholding.

(Ch 122, par. 104-6)

Sec. 4-6. The experimental district Board of Trustees shall have the power and duties conferred on community college boards by Sections 3-16, 3-22, 3-25, 3-28, 3-29, 3-31, 3-31.1, 3-32, 3-35, 3-38.1, 3-39, 3-39.1, 3-40, 3-40.1, 3-42, 3-42.1 and 3-43 and subsection (b) of Section 3-26 of this Act subject to limitations as prescribed by the rules and regulations of the State Board. The experimental district board of trustees shall have the further powers and duties:

(a) To operate comprehensive community college program and develop, promote, and operate experimental and innovative programs emphasizing vocational and technical training including programs and innovations at the direction of the State Board, and make a thorough, comprehensive, and continuous study of the status of community college education within the district, its problems, needs for improvement, and projected developments, and make a detailed report thereof with recommendations to the State Board not later than August 1 each year.

(b) To submit its budget proposals for the operation and capital needs to the State Board by the date specified each year for the following fiscal year. Such budget proposals shall include all projected revenues and expenditures from all sources.

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(c) To establish a fiscal year which shall be July 1 to June 30.

(d) To make and provide policies, rules, regulations and procedures not inconsistent with the provisions of this Act for the proper administration of the experimental college and shall file with the State Board and with the Secretary of State copies thereof as provided by the Illinois Administrative Procedure Act, as now or hereafter amended, and comply with all the policies, rules, regulations, procedures, standards, criteria and guide lines established for community college districts by the State Board unless specifically exempted by the State Board.

(e) To establish tuition rates and fees consistent with the general policies on tuition and fees of the State Board.

(f) To adopt a budget and pass a resolution to be termed the "annual budget" before or within the first month of each fiscal year. The budget shall set forth estimates, by classes, of all current assets and liabilities of each fund of the board as of the beginning of the fiscal year, and the amounts of those assets estimated to be available for appropriation in that year, either for expenditures or charges to be made or incurred during that year or for liabilities unpaid at the beginning thereof. The budget shall specify the organizational unit, fund, activity and object to which an appropriation is applicable, as well as the amount of such appropriation and estimated current expenditures or charges to be made or incurred during that fiscal year. Copies of this budget and any amendments thereto shall be filed with the State Board in accordance with regulations prescribed by the Board.

(g) To employ and fix the compensation of an executive officer, who shall be president of the college and shall also be the executive secretary of the board, and such employees as it deems necessary for the purpose of this Act in accordance with the provisions of "An Act to create the university civil service system of Illinois and to define its powers and duties", approved May 11, 1905, as now or hereafter amended. The executive

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officer shall have charge of all the records of the board and keep the same secure at all times and keep a full and complete record of attendance of the members of the board and full and complete minutes of the meetings thereof.

(h) If the Auditor General does not perform an annual compliance audit of the experimental district, the board shall cause an audit to be made as of the end of each fiscal year by an accountant licensed to practice public accounting in Illinois and appointed by the board. The auditor shall perform his examination in accordance with generally accepted auditing standards and regulations prescribed by the State Board, and submit his report thereon in accordance with generally accepted accounting principles. The examination and report shall include a verification of student enrollments. The audit report shall include a statement of the scope and findings of the audit and a professional opinion signed by the auditor. If a professional opinion is denied by the auditor he shall set forth the reasons for that denial. The board shall not limit the scope of the examination to the extent that the effect of such limitation will result in the qualification of the auditor's professional opinion. Copies of the audit report shall be filed with the State Board in accordance with regulations prescribed by the State Board.

(i) To submit annually a financial statement to the State Board in accordance with rules and regulations issued by the State Board.

(j) To purchase, acquire, and lease property and enter into contractual agreements in accordance with State purchasing regulations and State Board policies.

Section 28. Section 3-14.24 of "The School Code", approved March 18, 1961, as amended, is repealed.

Section 29. This Act takes effect on January 1, 1984.

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