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Identifying Criteria for the Conduct of Professional Negotiations and Analyzing Opinions of Tennessee Public School Superintendents Toward the Criteria

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IDENTIFYING CRITERIA FOR THE CONDUCT OF PROFESSIONAL NEGOTIATIONS AND ANALYZING OPINIONS OF TENNESSEE PUBLIC SCHOOL SUPERINTENDENTS TOWARD THE CRITERIA

A Dissertation

Presented to

the Faculty of the Department

of Supervision and Administration

East Tennessee State University

In Partial Fulfillment

of the Requirements for the Degree

Doctor of Education

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by

William J. Morrell, Jr.

June 1979

APPROVAL

This is to certify that the Graduate Committee of

WILLIAM J. MORRELL, JR.

met on the

24th day of May, 19 79.

The committee read and examined his dissertation, supervised his defense of it in an oral examination, and decided to recommend that his study be submitted to the Graduate Council and the Dean of the School of Graduate Studies in partial fulfillment of the requirements for the degree Doctor of Education.

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Abstract

IDENTIFYING CRITERIA FOR THE CONDUCT OF PROFESSIONAL NEGOTIATIONS AND ANALYZING OPINIONS OF TENNESSEE PUBLIC SCHOOL SUPERINTENDENTS TOWARD THE CRITERIA

by

William J. Morrell, Jr.

Purpose. The purpose of the study was to identify criteria for the use by public school administrators and their staffs in conducting matters pertaining to professional negotiations and to analyze opinions of Tennessee public school superintendents toward selected criteria. Interrelationships were tested among nine independent variables and ten dependent variables.

Methods and Procedures. The data were collected through the use of a two-part instrument sent to one hundred forty-eight Tennessee public school superintendents. Part One collected data on personal characteristics of Tennessee public school superintendents; Part Two identified the relative importance superintendents assigned selected professional negotiations criteria.

The nine personal characteristics were identified as: (1) age; (2) length of time served in present position; (3) level of formal education; (4) time elapsed since last involvement in a professional negotiations activity; (5) number of professional journals read monthly; (6) school district enrollment; (7) school district per-pupil expenditure; (8) method of superintendent selection; and (9) type of school district.

The ten selected professional negotiations criteria were identified by a jury of six professional negotiations specialists. The ten criteria were: (1) Arbitrators shall not be permitted to interpret questions of law; (2) The administration negotiation team shall not be required to offer counter-proposals to each teacher proposal; (3) The chief negotiator for administration shall be the person who speaks and bargains with the teacher team; (4) School board members shall not serve as members of the negotiating team; (5) The negotiated agreement shall not include a "maintenance of standards" clause; (6) The administrative negotiation team shall require specific justification for each teacher proposal; (7) The written agreement shall be in simple, clear language of the minimum wordage to enhance understanding of the parties of the agreement; (8) The administrative negotiating team shall be headed by an individual who reports directly to the superintendent; (9) The definition of a grievance shall be limited to mean - "alleged violation of the agreement"; and

(10) The term "good faith bargaining" - shall mean meeting at reasonable times and discussing proposals and counter-proposals with an open mind in an attempt to reach agreement.

Results of the Study. The following findings appeared to be justified by an analysis of the data:

1. A statistically significant difference existed between the personal characteristic of length of time served in present position and Tennessee public school superintendents' rankings of professional negotiations criteria three and seven.

2. A statistically significant difference existed between the personal characteristic of number of professional journals read monthly and Tennessee public school superintendents' rankings of professional negotiations criteria one, seven, and ten.

3. A statistically significant difference existed between the personal characteristic of 1978-79 school district per-pupil expenditure and Tennessee public school superintendents' rankings of professional negotiations criteria five, six, seven, and ten.

4. A statistically significant difference existed between the personal characteristic of selection of superintendent and Tennessee public school superintendents' rankings of professional negotiations criterion five.

5. A statistically significant difference existed between the personal characteristic of type of school district and Tennessee public school superintendents' rankings of professional negotiations criterion ten.

No statistically significant differences were found between professional negotiations criteria and the personal characteristics of age, level of formal education, time elapsed since last involvement in a professional negotiations activity, and school district enrollment.

Summary. As a result of the study, the investigator concluded that, although significant statistical differences were found between certain personal characteristics of Tennessee public school superintendents and the relative importance those superintendents assigned selected professional negotiations criteria, the composite rankings of the professional negotiations criteria could not be predicted on the basis of personal characteristics of the superintendents who ranked them.

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Dissertation prepared under the guidance of Dr. A. Keith Turkett, Dr. Charles Burkett, Dr. Lloyd Graunke, and Dr. Robert Shepard.

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Chapter 1

THE PROBLEM

Introduction

During the first half of this century, public employees were not considered to have any rights of collective action. Following World War II, however, with the rapid urbanization of the country and greatly increased productivity, the nature of public service changed. As society rapidly began to demand public services as well as material goods, emphasis upon scientific, technological, and professional services increased greatly. This upgrading demanded highly competent people--for whose services private industry was bidding vigorously. To meet the competition, local, state, and national governments were compelled to match working conditions, salaries, and fringe benefits being provided in private industry. As a result, partly of this competition and partly of the increased preparation and competence of the people involved, public employee unions, especially at the federal level, began pressing campaigns for bargaining or negotiating rights. A few states and cities enacted legislation to this end. Probably the most significant breakthrough came with the President's Executive Order #10988 (Appendix A), issued in 1962, establishing the right of federal employees to organize and to negotiate with other employing units

regarding personnel policies and working conditions.[1]

Since the early 1960's, there have been concerted drives to acquire for public school teachers the right to collective action in negotiating with school boards regarding the salaries, work conditions, and other matters. The bargaining for contracts and policy-making power by public school teachers with their school boards has become a dynamic focal point for change in educational matters. Professional negotiation agreements between boards of education and teacher organizations has become routine practice in all regions of the country.[2]

Wisconsin, in 1960, was the only state which had specific legislation mandating negotiations between teacher groups and boards of education. Thirty-two states, by early 1979, had laws requiring--according to the dictates of the statute--that boards of education or their representatives discuss, negotiate, or "meet and confer," if a teacher organization requested.[3] The legal right to participate in professional negotiations by certificated personnel of the Tennessee public school system was granted by the Ninetieth General Assembly of the Tennessee Legislature in March, 1978.

Statement of the Problem

The problem was to identify criteria for the use by public school

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[1]American Association of School Administrators. School Administrators View Professional Negotiations. Washington, D.C.: American Association of School Administrators, 1966, p. 15.

[2]Robert G. Andree. Collective Negotiations. Lexington, Mass.: D. C. Heath and Company, 1970, p. 3.

[3]Stanley M. Elam. "Public Employee Collective Bargaining Laws Affecting Education in Thirty-Two States." Phi Delta Kappan, 60:473, 1979.

administrators and their staffs in conducting matters pertaining to professional negotiations and to analyze opinions of Tennessee public school superintendents toward selected criteria.

Limitations of the Study

The following limitations of the study were recognized:

1. Criteria were limited to the legal framework of Tennessee law.

2. Criteria were selected from only five educational journals published during the period from January, 1968 through December, 1978.

3. The population surveyed included only Tennessee public school superintendents.

4. There was no assurance that all professional negotiations criteria were included in the study.

5. Only six specialists were utilized in identifying the most relevant professional negotiations criteria.

Assumptions for the Study

The identification of professional negotiations criteria, and the analysis of Tennessee public school superintendents' attitude toward those criteria lead to certain assumptions necessary to this study. It was assumed that:

1. Authors of articles in the journals were knowledgeable in the field of professional negotiations.

2. Superintendents would respond to the questionnaire in a professional manner.

3. Criteria selected were relevant for the conduct of professional negotiations.

4. The six specialists utilized to enumerate the most important professional negotiations criteria had the credibility for the task.

Justification for the Study

Public education is one of the most rapidly developing sectors of public-employee collective bargaining in the United States. Prior to 1960, no board of education in the United States was required by law to negotiate with its teachers, and only a handful of boards of education had signed written collective bargaining agreements. By early 1969, however, dramatic changes had taken place. Twelve states had passed laws requiring school boards to engage in some kind of negotiations with their teachers, and over 1,500 school boards had some type of written negotiation procedure. The two national teacher organizations, the National Education Association and the American Federation of Teachers, had made important changes in their policies on collective bargaining.[4]

Collective bargaining is a powerful lever for educational change. No one doubts that education must be modified, and few people are unaware of the fact that innovations have become almost commonplace in recent years. However, not all people seem to recognize the power inherent in collective bargaining as a means of drastically transforming American education.[5]

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[4]Michael H. Moskow, J. Joseph Loewenberg, and Edward Clifford Koziara. Collective Bargaining in Public Employment. New York: Random House, 1970, p. 131.

[5]William C. Miller and David N. Newbury. Teacher Negotiations--A Guide for Bargaining Teams. West Nyack, New York: Parker Publishing Company, 1970, p. 9.

Collective bargaining and labor relations have assumed positions of major importance in educational policy and administration. The importance of bargaining to education is reflected in the amount of literature that has emerged. This literature is, however, diverse and scattered, making it difficult for practitioners and scholars alike to build systematic knowledge about the nature and mechanisms of bargaining. A need exists to synthesize information from the literature in order for educators to utilize the wealth of guidelines available.

The rules of collective bargaining are well understood in private industry. A healthy respect for these rules and a skillful team which works sincerely usually produces a workable agreement. School boards and teachers' representatives are often new and unskilled in professional negotiations. They don't know or may disregard the rules of the game. This can lead to a breakdown of the delicate negotiation process.[6]

Tennessee educators have not experienced the impact of professional negotiations as is evident in many states. The professional negotiation statute enacted by the Tennessee Legislature will bring about major changes in school systems throughout the state. The initial negotiating procedure will be learning situations for teachers and administrators, as well as members of boards of education. Certain guidelines will have to be established in order for the negotiating process to be successful for all participants.

Individuals who will be involved in professional negotiations in Tennessee public school systems have limited resources available to aid them in the negotiation procedure. Data from this investigation will

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[6]Miller and Newbury, p. 17.

help to fill that void. A need exists to determine criteria with specific emphasis relative to the Tennessee Education Professional Negotiations Act. Information compiled in this study will assist Tennessee school personnel in establishing a general framework for the negotiation activity.

Definition of Terms

The following terms are defined according to common usage and not necessarily by legal or technical meanings:

American Arbitration Association

A private non-profit organization established to aid professional arbitrators in their work through legal and technical services and to promote arbitration as a method of settling labor disputes. (AAA)

American Association of School Administrators

A national organization of school administrators. (AASA)

American Federation of Teachers

A national organization of public school and college teachers affiliated with AFL-CIO. (AFT)

Arbitration

A process whereby if both parties fail to reach an agreement they may submit their dispute to an impartial individual or panel which recommends a course of action which is often a compromise; often the findings are advisory rather than requiring compliance; if both parties are required to accept the decision, the process is called binding

arbitration.[7]

Arbitrator

An impartial third party to whom disputing parties submit their differences for decision.

Bargaining Agent or Exclusive Representative

The employee organization recognized or designated by the employer as the exclusive representative of all employees in the bargaining unit for purposes of professional negotiations.[8]

Collective Bargaining

Synonymous with professional negotiations and collective negotiations.

Collective Negotiations

A process whereby employees as a group and their employers make offers and counter-offers in good faith on the conditions of their employment relationship for the purpose of reaching a mutually acceptable agreement, and the execution of a written document incorporating any such agreement if requested by either party. Also, a process whereby a representative of the employees and their employer jointly determine their conditions of employment.[9]

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[7]Carter V. Good, (ed.). Dictionary of Education. 3d ed. St. Louis: McCraw-Hill Book Company, 1973, p. 37.

[8]Myron Lieberman and Michael H. Moskow. Collective Negotiations for Teachers, An Approach to School Administration. Chicago: Rand, McNally and Company, 1966, p. 426.

[9]Ibid., p. 418.

Fact-finding

Investigation of a dispute between the teacher organization and the board of education by an individual, panel, or board.

Grievance

A statement of dissatisfaction, usually by an individual but sometimes by the employee organization or the employer, concerning interpretation of a professional negotiations agreement.

Impasse

A persistent disagreement that continues after normal negotiations procedures have been exhausted.[10]

Injunction

A court order restraining individuals or groups from committing acts which, in the courts' opinion, will do irreparable harm.

Mediation

An attempt by a third party to help in negotiations or in the settlement of an employment dispute through suggestions, advice, or other ways of stimulating agreement, short of dictating its provisions.[11]

National Education Association

A national organization of classroom teachers, school administrators, college professors and administrators, and specialists in schools, colleges, and public and private educational agencies. (NEA)

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[10]Lieberman and Moskow, p. 417.

[11]Ibid., p. 424.

National School Boards Association

A national organization of school board units. (NSBA)

Negotiating Unit

Group of employees recognized by the employer or group of employers, or designated by an authorized agency as appropriate for representation by an organization for purposes of professional negotiations.[12]

Negotiation Laws

Statutes passed by state legislatures governing the conduct of negotiations in a given jurisdiction and establishing the general guidelines under which professional negotiations in individual school systems could be carried out.

Professional Negotiations

Professional negotiation is a set of procedures, written and officially adopted by the local staff organization and the school board, which provides an orderly method for the school board and staff organization to negotiate on matters of mutual concern, to reach agreement on these matters, and to establish educational channels for mediation and appeal in the event of an impasse.[13]

Professional Negotiator

A person who is employed by employees or employers to represent their interests in the negotiating process. An expert in the field of professional negotiations.

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[12]Lieberman and Moskow, p. 425.

[13]Ibid., p. 426.

Recognition

Employer acceptance of an organization as authorized to negotiate.

Tennessee Open Meeting Act

A law in the State of Tennessee which prohibits any governing board from meeting on official matters without the meeting being open to the public. The law also requires that the time and place of the meeting be available to the public with sufficient notice.

Tennessee School Boards Association

A state organization of school board units. (TSBA)

Research Hypotheses

The hypotheses of this study were as follows:

Hypothesis 1. A significant relationship exists between the age and relative importance Tennessee public school superintendents assign selected criteria for the conduct of professional negotiations.

Hypothesis 2. A significant relationship exists between the length of time served in their present positions and the relative importance Tennessee public school superintendents assign selected criteria for the conduct of professional negotiations.

Hypothesis 3. A significant relationship exists between the level of formal education and the relative importance Tennessee public school superintendents assign selected criteria for the conduct of professional negotiations.

Hypothesis 4. A significant relationship exists between the length of time last involved in a professional negotiations activity and the relative importance Tennessee public school superintendents assign

selected criteria for the conduct of professional negotiations.

Hypothesis 5. A significant relationship exists between the number of professional journals read monthly and the relative importance Tennessee public school superintendents assign selected criteria for the conduct of professional negotiations.

Hypothesis 6. A significant relationship exists between the school district enrollment and the relative importance Tennessee public school superintendents assign selected criteria for the conduct of professional negotiations.

Hypothesis 7. A significant relationship exists between school district per-pupil expenditure and the relative importance Tennessee public school superintendents assign selected criteria for the conduct of professional negotiations.

Hypothesis 8. A significant relationship exists between the method of selection and the relative importance Tennessee public school superintendents assign selected criteria for the conduct of professional negotiations.

Hypothesis 9. A significant relationship exists between the type of school district and the relative importance Tennessee public school superintendents assign selected criteria for the conduct of professional negotiations.

Methods and Procedures

A review of selected literature published within the last eighteen years was conducted in expectation that the review would reveal basic information on which a theoretical base for this study could be established.

Thirty specific criteria for the conduct of professional negotiations were acquired from an analysis of articles from five education journals--American School Board Journal; American School and University; Nation's Schools; School Management; and The School Administrator. The criteria were identified on the basis of an analysis of the content of articles published in the selected journals during the period from January, 1968 through December, 1978.

A six-member jury of professional negotiations specialists was asked to select ten criteria from the list of thirty which they considered the most important for school administrators in the conduct of professional negotiations.

The ten professional negotiations criteria identified by the jury of specialists were incorporated into a questionnaire and submitted to all Tennessee public school superintendents for their reaction. The superintendents were asked to rank the criteria according to relative importance.

Statistical relationships were analyzed from the opinions of Tennessee public school superintendents toward the ten professional negotiations criteria and the variables of (1) age, (2) length of time served in present position, (3) years of formal education, (4) length of time since last involvement in a professional negotiations activity, (5) number of professional journals read monthly, (6) school district enrollment, (7) school district per-pupil expenditure, (8) method of selecting superintendent, and (9) type of school district.

Summary

This study was organized in the following manner:

Chapter 1 includes the problem, introduction, statement of the problem, limitations, assumptions, justification for the study, definitions, hypotheses, methodical procedures, and summary.

Chapter 2 consists of a review of selected literature relevant to professional negotiations published in the United States during the previous fifteen years.

Chapter 3 includes the criteria for the conduct of professional negotiations in the Tennessee public school systems.

Chapter 4 consists of the methodology utilized in this study.

Chapter 5 consists of an analysis of the data.

Chapter 6 consists of findings, conclusions, and recommendations for further study.

Chapter 2

REVIEW OF LITERATURE

Introduction

Collective bargaining in public employment had its beginning in the private sector. In turn, professional negotiations between teacher organizations and boards of education had evolved because of the progress made in the past decade by employees in government employment outside of education. In order to place this relatively recent process in its proper perspective, it was felt necessary to review the literature dealing with the historical and legal bases of collective negotiations in the United States and the general area of public employee-employer relations.

The published literature came from such professional organizations as the National Education Association, American Association of School Administrators, and National School Boards Association. Additionally, labor organizations, departments of federal government, and state agencies have added to the literature in the area of published information on public education and professional negotiations. The selected literature reviewed in this chapter represents an attempt to include material from professional organizations, governmental agencies, and individuals who have made significant contribution to the literature in the area of professional negotiations.

Any study dealing with professional negotiations would be lacking

without reference to Myron Lieberman and Michael Moskow, two pioneers in this area of teacher-board of education relationships. An editorial in the February 1, 1967 issue of Educators Negotiating Service referred to these two educators as the nation's leading authorities on collective negotiations in public education, with reputations for scholarship and objectivity in their writings on the subject.[1]

Collective Negotiations for Teachers, An Approach to School Administration, written by Lieberman and Moskow in 1966, was probably the first attempt to explain the various types of bargaining that were then taking place between teacher organizations and school boards, and bargaining that would take place in the future. After detailing the many problems facing those forces that would be involved in the bargaining process, it was concluded that state regulation of collective negotiations was not only a matter of common sense, but a necessity.[2]

In that same year, Timothy M. Stinnett collaborated with Jack Kleinmann and Martha L. Ware in writing the book entitled Professional Negotiations in Public Education. The first comprehensive treatment of professional negotiations per se was given, along with a brief summary of the legal status of professional negotiations. Even though the authors felt that professional negotiations agreements cooperatively developed and adopted in the various local districts should not be prevented by legislation, they agreed with Lieberman and Moskow that state

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[1]Educators Negotiating Service. Washington, D.C.: Educational Service Bureau, Inc., February 1, 1967, p. 2.

[2]Myron Lieberman and Michael H. Moskow. Collective Negotiations for Teachers, An Approach to School Administration. Chicago: Rand, McNally and Company, 1966, p. 388.

regulation of the process was necessary.[3]

Another book dedicated to the topic of this study was Teachers, School Boards, and Collective Bargaining: A Changing of the Guard, written by Robert E. Doherty and Walter E. Oberer. Among other concerns for statutory provisions regulating public employee-employer relations, the authors stressed the need for legislation providing collective bargaining rights for public school teachers separate from that governing public employees generally.[4]

Historical Background of Collective Negotiations In the United States

Unions had a long history in the United States. Even before the Declaration of Independence, skilled artisans in handicraft and domestic industry joined together in benevolent societies, primarily to provide members and their families with financial assistance in the event of serious illness, debt or death of the wage earner. Although those early associations had few of the characteristics of present-day labor unions, they did bring workers together to consider problems of mutual concern and to devise ways and means for their solution. Crafts such as those of carpenters, shoemakers, and printers formed separate organizations in Philadelphia, New York, and Boston as early as 1791, largely to resist wage reductions. Those unions were confined to local areas and were

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[3]Timothy M. Stinnett, Jack Kleinmann, and Martha L. Ware. Professional Negotiations in Public Education. New York: The Macmillan Company, 1966, p. 206.

[4]Robert E. Doherty and Walter E. Oberer. Teachers, School Boards, and Collective Bargaining: A Changing of the Guard. Ithaca, New York: Cayuga Press, 1967, p. 117.

usually weak because they seldom included all the workers of a craft. Generally, they continued in existence for only a short time. In addition to the welfare activities, those unions frequently sought higher wages, minimum rates, shorter hours, enforcement of apprenticeship regulations, and establishment of the principle of exclusive union hiring, later known as the closed shop. Many characteristic union techniques were first developed in this period. The first recorded meeting of worker and employer representatives for discussion of labor demands occurred between the Philadelphia shoemakers and their employers in 1799.[5]

Strikes, during which workmen left their employment in a body, paralleled the development of organization and collective bargaining. The New York bakers were said to have stopped work to enforce their demands as early as 1741, although this action was directed more against the local government, which set the price of bread, than against the employers. The first authenticated strike was called in 1768 by the New York tailors to protest a reduction in wages. A sympathetic strike of shoe workers in support of fellow bootmakers occurred in 1799 in Philadelphia. In 1805 the shoemakers of New York created a permanent strike benefit fund, and in 1809, those same workers participated in what was perhaps the first multi-employer strike when they extended strike action against one employer to include several others who had come to his aid.[6]

As unions became stronger, the wage question increased in importance

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[5]U. S. Department of Labor. A Brief History of the American Labor Movement. Washington, D.C.: Government Printing Office, 1970, p. 1.

[6]Ibid., p. 3.

and employers formed organizations to resist wage demands. Where circumstances appeared favorable, employers attempted to destroy the effectiveness of a union by hiring nonunion workers and by appealing to the courts to declare the labor organization illegal. The legal fight against unions carried through the courts in Philadelphia, New York, and Pittsburgh between 1806 and 1814. Unions were prosecuted as conspiracies in restraint of trade under an old English common law doctrine that combinations of workmen to raise wages could be regarded as a conspiracy against the public.[7]

Between 1827 and 1832, workers' organizations gradually turned to independent political activity. In the early 1830's the interest of workers in reform movements and political action declined. To offset the rapidly rising prices between 1835 and 1837, they turned with renewed vigor to the organization of craft or trade unions. By 1836, for example, over 50 local unions were active in Philadelphia and New York City. Workers also organized craft unions in other cities, such as Newark, Boston, Cincinnati, Pittsburgh, and Louisville. This rapid growth led to the formation of union groups on a city-wide basis. These city general organizations, or trade unions, as they were called at the time, gave primary attention to the discussion of problems of common interest and to the promotion of union-made goods.[8]

Organization of union groups beyond a single local area was first tried in 1834 when city central bodies from seven cities met in New York to form the National Trades' Union. Later, in 1835 and 1836, the

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[7]U. S. Department of Labor, p. 3.

[8]Ibid., p. 4.

cordwainers, typographers, combmakers, carpenters, and hand-loom weavers endeavored to set up countrywide organizations of their separate crafts. These experiments in federation, however, did not withstand the financial panic of 1837 and the period of depression and unemployment which followed during most of the forties.[9]

The panic of 1837 marked a breaking point in the history of American labor. The fresh start of the 1840's was made in the new atmosphere. One important feature of the new period was the great increase in immigration, especially from Ireland, which rose to a peak after the potato famine toward the end of the decade. The Irishmen, mostly unskilled and ill-educated, crowded into the larger cities, especially Boston and New York, and rapidly squeezed the native American worker--including the free Negro--out of the humbler occupations such as domestic service and general labor. As time went on, they began to take a high proportion of the less skilled jobs in the factories of New England.[10]

In the middle of the nineteenth century business expansion led to a revival of the union movement. New and improved means of transportation and communication permitted the growth of larger enterprises and stimulated the formation of national unions in a number of industries, beginning with the printers in 1850. The National Labor Union established in 1866, sought to unite the growing labor movement. It campaigned energetically for the eight-hour day, producers' co-operatives and political action by labor. The political party that it sponsored in the 1872

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[9]U. S. Department of Labor, p. 5.

[10]Henry Pelling. American Labor. Chicago: The University of Chicago Press, 1960, p. 34.

election met with little response, and both the union and its political arm failed to survive the year.[11]

In the three decades following 1890, the American Federation of Labor consolidated its position as the principal federation of American unions. The first decade of growth was slow, but from 1900 to 1904 membership rose rapidly, from half a million to a million and a half, and then increased irregularly to 2 million by the outbreak of World War I. During and immediately following the war years, membership again rose rapidly, reaching more than four million in 1920.[12]

During that period, an estimated seventy to eighty per cent of all union workers were in the American Federation of Labor. The most important unaffiliated group of unions was the four railroad brotherhoods which usually maintained friendly relations with the AFL affiliates. The other nonaffiliated unions were a mixed group. They frequently were rivals of the AFL unions. Some were AFL secessionist groups. Membership among this independent or unaffiliated group rose from approximately 200,000 in 1900 to almost a million in 1920. Before World War I, the principal union gains occurred in the coal mining, railroad, and building trade unions. The most important union of coal miners was the United Mine Workers, an industrial union which, after a strike in 1902, established itself as the largest and one of the most completely organized affiliates of the AFL. In other industries, organizations of crafts or amalgamated crafts still largely prevailed.[13]

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[11]"Early Unionism." Encyclopedia Britannica, 13:155, 1967.

[12]Foster Rhea Dulles. Labor in America: A History. New York: Thomas Y. Crowell Company, 1966, p. 106.

[13]Ibid., p. 107.

Membership growth continued in spite of--or because of--an internal struggle that split the AFL in 1935. Jealously guarding their organizational jurisdiction, the craft leaders showed no enthusiasm for the plan, proposed by John L. Lewis of the United Mine Workers of America and others, to organize mass-production, large-scale industries like steel, automobile, and rubber on an industrial union basis. In the quarrel that resulted, Lewis and his allies set up the CIO, first known as the Committee for Industrial Organization, and later, after its formal founding convention in 1938, as the Congress of Industrial Organizations. The rivalry between the two federations stimulated organization. By the end of 1941 estimated total union membership had climbed to some 8,600,000.[14]

World War II enhanced the status and prestige of trade unions, which were powerfully represented in many important wartime government agencies. At war's end in 1945 membership had reached about 14,500,000. Thereafter, growth slowed. Though some 17,500,000 workers belonged to unions by 1956, the unionized percentage of the civilian labor force had not changed materially. Growth in membership had only kept pace with population growth and the expansion of the labor force.[15]

On December 5, 1955, in New York City, the AFL and the CIO merged into one giant labor federation, the American Federation of Labor and Congress of Industrial Organizations (AFL-CIO). The reunification capped years of peacemaking efforts. The original craft versus industrial union controversy had dimmed, and the two organizations had gradually drawn

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[14]"Growth of the American Labor Movement." Encyclopedia International, 10:309, 1972.

[15]Ibid.

together in the international labor field and in domestic political activity. In 1953 many important affiliates of both federations agreed to honor a "no-raiding" agreement, which stipulated that they would refrain from encroachment on each other's memberships. Not long after, George Meany, president of the AFL, and Walter Reuther, president of the CIO, began the negotiations that led to the reunion of 1955. Since then, however, AFL-CIO membership has declined, owing to the expulsion of several corruption-tainted unions--mostly notably the 1,600,000-member International Brotherhood of Teamsters.[16]

Collective Negotiations in Private Employment

The shoemakers, carpenters, printers, and other skilled craftsman formed the early unions, many of which have existed in the United States for more than 150 years. Progress was slow for labor organizations throughout the nineteenth century and early decades of the twentieth century. Not until the 1930's did labor realize its objectives. This slow progress of labor may be attributed to (1) the hostility of the public toward labor unions and (2) the extreme reluctance of the American businessman to recognize and bargain with unions. The 1930's brought legislation favorable to the labor unions. The Norris-LaGuardia Act of 1932 did much to assist the unions by rendering yellow-dog contracts unenforceable and making it decidedly more difficult to get an injunction against union practices. This meant that agreements, either written or oral, made between a company and an employee to the effect that, as a condition of employment, no employee could join or belong to a union,

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[16]"Growth of the American Labor Movement," p. 309.

were unenforceable.[17]

Since the National Labor Relations Act (Wagner Act) of 1935, most private employees in the United States have been guaranteed by law the right to form organizations and to bargain collectively with their employers. Undoubtedly, the Wagner Act was the most significant labor legislation that had been passed to that date. The National Labor Relations Board (NLRB), a federal agency, established by the Wagner Act to administer the federal statutes relating to collective bargaining, was here to stay and had, therefore, been adjusting its organizational and operational structure to allow for it.

Collective bargaining in industry was essentially a power relationship and a process of accommodation. The avowed theoretical purpose and practical effect of bargaining in industry in this country had been to grant employee organizations an increased measure of control over the decision-making processes of management. The essence of bargaining was compromise and concession-making on matters where there was a conflict between the parties in the relationship.[18]

Prior to the passage of the Wagner Act in 1935 the National Industrial Recovery Act (NIRA) was enacted into law. This act was far-reaching in content. In the famous Section 7a, the NIRA specified that all codes of fair competition adopted by the various industries should (a) set minimum wage levels, fix maximum hours, eliminate child labor,

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[17]Sanford Cohen. Labor Law. Columbus, Ohio: Charles E. Merrill Books, Inc., 1964, p. 143.

[18]Wesley A. Wildman. "The Legal and Political Framework for Collective Negotiations," in Readings on Collective Negotiations in Public Education, ed. by Stanley M. Elam, Myron Lieberman, and Michael H. Moskow. Chicago: Rand, McNally and Company, 1967, p. 86.

and otherwise improve working conditions; (b) recognize the right of employees to "organize and bargain collectively through representatives of their own choosing," and (c) protect the right of every employee and person seeking employment against being required, as a condition of employment, "to join any company union or to refrain from joining." The government not only appeared concerned about a need to restore purchasing power in the hands of the destitute, but unequivocally endorsed labor unions as mechanisms through which employees might collectively compel employers to live up to adequate wage and hour standards, and otherwise maintain reasonably good working conditions. With workers unionized, collective bargaining became the keystone of national labor policy as an alternative to the imposition of terms by employers or workers alone.[19]

The United States Supreme Court, in 1935, outlawed the National Industrial Recovery Act. This decision temporarily jeopardized the gains of labor. However, Congress, in a response to the demands of labor, invoked the commerce power of the Constitution and passed the previously mentioned Wagner Act. This act salvaged practically the whole Section 7 of the NIRA with the basic guarantee of collective bargaining.[20]

The Wagner Act made bargaining in good faith more free and more effective. It outlawed "company" unions, and all unions henceforth were to become fully independent employee organizations. The Wagner Act stated that employers were forbidden to discriminate between union and non-union workers. The Act clearly indicated that its intention was not to

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[19]Edward B. Shils and C. Taylor Whittier. Teachers, Administrators and Collective Bargaining. New York: Thomas Y. Crowell Company, 1968, p. 127.

[20]Ibid., p. 128.

interfere with the use of the strike as a form of bargaining power. It made universal, for the first time, the basic rights of workers to organize and bargain collectively with employers. In fact, the encouragement of bargaining was the Act's central aim and purpose. The legislation was prized by labor as marking its greatest gain up to that time.[21]

To enforce the measures of the Act, a National Labor Relations Board to be appointed by the President was assigned two important functions: first, to ascertain and declare who in any particular plant were bona fide representatives entitled to speak for employees in collective bargaining; and second, to hear and pass on complaints against employers for denying or abridging employees' rights to organize, for refusing to bargain collectively, for discharging employees for union activity, or for engaging in other "unfair" labor practice.[22]

The pro-labor legislation of the 1930's elicited massive union growth. By 1936, the growing masses of unskilled workers were no longer willing to remain non-unionized. At this point labor unions were no longer to be regarded as the underdog in negotiations with management. While labor was achieving substantial gains as a result of the Wagner Act, the nation also witnessed the events of strikes, lockouts, slowdowns, boycotts, and other interruptions and disorders common to labor-management disputes. These disputes imposed heavy losses upon industry, labor, and the general public. These experiences resulted in a less favorable attitude of both government and the general public toward labor than had been experienced previously.[23]

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[21]Shils and Whittier, p. 128.

[22]Ibid.

[23]Ibid.

By 1946, respect for the Wagner Act had so diminished in the public mind that a Republican Congress believed that it had a popular mandate to amend it. There was also a belief rampant in the Nation that the arrogance of several outstanding leaders of labor had to be attended to and that the Wagner Act, which appeared to be partial to labor, should be amended to provide greater neutrality in the administration of industrial unrest.[24]

With the support of many Democrats, particularly Southerners, the Republican leadership succeeded in passing the Taft-Hartley Act (Labor-Management Relations Act of 1947) over a vigorous presidential veto by President Harry S. Truman. However, more than half of the new law was a restatement of the Wagner Act of 1935 as amended.[25]

The Taft-Hartley Act seemed to be an attempt to counterbalance the acts or practices of employers toward employees that were termed unfair by giving a list of six practices by labor toward employers that would be considered unfair and unlawful. For example, both management and labor were barred from discriminating against workers both as to employment (by an employer) and to union membership (by a union). Unions were not permitted to charge "excessive" or unfair membership fees. Unions as well as employers were guilty of unfair labor practices if they refused to bargain once the representative agencies had been certified. In addition employers were prohibited from interfering with employees' right to organize, "but the expressing of any views, arguments or opinions, or the dissemination thereof, whether in written, printed, graphic

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[24]Shils and Whittier, p. 129.

[25]Ibid., pp. 129-30.

or visual form, shall not have constituted or be evidence of an unfair labor practice."[26]

The closed shop was completely outlawed and the union shop was permitted only when the majority of the employees favored it and were able to negotiate it into a labor contract. Shop foreman were permitted to belong to unions, but a foremans union had no bargaining rights under the act. Secondary boycotts were forbidden as were jurisdictional strikes.[27]

Furthermore, the Taft-Hartley Act outlawed strikes by federal employees; bracketed unions with corporations in a general prohibition of contributions or expenditures of money in connection with federal elections; and made it illegal to require an employer (including the employer of the strikers) to recognize or bargain with one union if another union was the certified bargaining agent, or to force another employer (not the employer of the strikers) to recognize an uncertified union.[28]

The most significant changes in the Taft-Hartley Act were those making certain practices of labor unfair and unlawful, thus balancing the former circumstances in which employers could be the only party charged with "unfair practices." The new law may not have been conceived in an anti-union spirit, but both management and labor have lived with the revised labor law, and it was generally conceded to be workable. The Taft-Hartley Act now served as a model for most state labor laws which are known as "little Taft-Hartley Acts."[29]

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[26]Shils and Whittier, p. 130.

[27]Ibid.

[28]Ibid.

[29]Ibid., p. 131

A major piece of legislation was passed by the United States Congress in 1959 known as the Landrum-Griffin Act. This Act was a major effort to regulate the internal affairs of unions. The need for greater governmental regulation was based upon the unethical and undemocratic practices documented by the McClellan Committee. (The McClellan Committee, which was authorized in 1957, was the Senate Select Committee on Improper Activities in the Labor or Management Field.) Although there was general agreement that the evils pointed out by the McClellan Committee were real enough, there was still some controversy over how widespread they were. Persons sympathetic to the union stressed the fact that the McClellan Committee investigated only a few unions and devoted a great deal of attention to a single union, the Teamsters. They also stressed that some of the most harmful practices involved corrupt employers, for example, those who bribed union leaders to settle for sub-standard conditions of employment.[30]

Highlights of the Landrum-Griffin Act were: Title I of the Act set forth a "Bill of Rights of Members of Labor Organizations." It provided that members of such organizations shall have the right to nominate candidates, vote in elections or referendums, attend membership meetings, participate in organizational meetings and deliberations, express their views freely, vote on increases in dues, assessments, initiation fees, sue the union or testify against it. It further provided that a union member could not be disciplined except for non-payment of dues or "(a) unless served with written specific charges; (b) given a reasonable time to prepare his defense; (c) afforded a full and fair hearing." In

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[30]Wildman, p. 76.

addition members had a right to a copy of any collective agreement made by their organization and the organization must have informed members about the provisions of the Landrum-Griffin Act. Members had the right to sue the organization for appropriate relief if any of these rights were violated.[31]

Title II of the Landrum-Griffin Act required every labor organization subject to the Act to adopt a constitution and by-laws and file certain reports with the Secretary of Labor. In addition Section 201 (a) (5) required organizations to submit statements showing the procedures to be followed for membership, levying of assessments, financial audits, discipline or removal of officers, ratification of contracts, authorization of strikes and several other important matters. Another section required a detailed comprehensive financial statement covering assets, liabilities, receipts, salaries and expenses of organizational officers, loans and security therefore, and other data. The financial report must have been made available to individual members, who retained the right to examine organizational records for "just cause."[32]

Section 212 (a) of the Landrum-Griffin Act required (in effect) reports of any financial transaction which might compromise the officers of a labor organization. Such reports were also required of employers and labor consultants, and all of the reports were available to anyone.[33]

The Landrum-Griffin Act included many other provisions designed to insure internal democracy and fiscal integrity in employee organizations.

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[31]Wildman, p. 77.

[32]Ibid.

[33]Ibid.

It should be noted that the Act prohibited employer support for, or contributions to, labor organizations or their leaders. Some of the worst abuses uncovered by the McClellan Committee were situations in which the leaders of labor organizations were receiving bribes, kick-backs, and other forms of compensation from employers. The Act was based upon the premise that effective representation of the employees required that such compensation be prohibited.[34]

With the merger of the AFL-CIO, in 1955, it appeared that unity was re-established in the American labor movement. Recent years have brought increased political activity by labor unions, however, there existed little evidence that a National labor party would be established. Economists predicted a relative decline in the economic and political importance of organized labor partially due to five factors. These were (1) the shift from blue-collar to white-collar workers that was occurring in industry, (2) the remaining blue-collar workers were in smaller plants, in agriculture, and in service industries all of which were hard to organize, (3) the legislative shift in recent years from encouragement to intervention posed a more hostile legal environment for organized labor, (4) an evaluation of public apathy towards labor has developed due to the corrupt union practices uncovered by the Senate's McClellan Committee, prolonged strikes, the implication of the cost-push inflation concept that unions are contributing to inflation, and (5) the recent disputes between the AFL and CIO to retard union expansion.[35]

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[34]Wildman, p. 78.

[35]Ibid., pp. 86-90.

Collective Negotiations in Public Employment

The right of employees to bargain collectively with private employers over wages and working conditions was well established under federal and state laws in the United States. But major questions of law, philosophy, and procedure remained concerning the right of employees to bargain collectively when government was the employer. The right of public employees to negotiate and to sign agreements with employers logically had its roots in the long and continuous struggle over collective bargaining between labor and management in the private sector.

Following World War II an increased demand for public services greatly increased the number of public employees in this country. These employees could be characterized as very competent persons and who were also in demand by private enterprise. To meet the competition from private enterprise, government was forced to match the benefits offered by private industry. Therefore, those persons in employment within the public sector found themselves in an enhanced bargaining position.[36]

The more favorable and more secure employment conditions in public service provided the impetus for demands for negotiating rights in order to gain further voice in decision making. A few cities and states enacted legislation allowing collective negotiations for public employees,[37] however, the most significant legislation followed the action involving

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[36]Anthony M. Cresswell and Michael J. Murphy. Education and Collective Bargaining. Berkeley, California: McCutchan Publishing Corporation, 1976, p. 18.

[37]American Association of School Administrators. School Administrators View Professional Negotiations. Washington, D.C.: The Association, A Department of the NEA, 1966, p. 15.

federal employees. President Kennedy's Executive Order Number 10988 (Appendix A) issued in 1962 guaranteed federal employees the right to join organizations of their choice. These organizations were to be accorded recognition by the agencies for which the employees worked. The federal action stimulated the development of negotiations procedures for state and local government employees. In some states such as Michigan and Wisconsin, the law covering public employees included public school teachers.[38]

As organization of public employees progressed throughout the nation, governmental bodies, and men in public life, generally were faced with demands which were new to them but which were issues long debated or already settled in the practice of private industry.[39] Aside from the different motivating forces bringing about collective bargaining, a survey of the literature substantiated the fact that real differences had always existed in the bargaining procedures in private and public employment. George H. Hildebrand[40] summarized as follows the elements which distinguished collective bargaining for government employees from bargaining in the private sector:

> One is that the right to strike or to lock out is usually taken away by law or force of public opinion, or is relinquished by the union itself...
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> A second distinguishing element is that most of the services provided by government are supplied free...Unlike the private sector, no loss of revenue follows from a work stoppage, an

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[38]Wildman, p. 85.

[39]Wilson R. Hart. Collective Bargaining in the Federal Service. New York: Harper and Brothers, Publishers, 1961, p. 37.

[40]George H. Hildebrand. "The Public Sector," in Frontiers of Collective Bargaining. New York: Harper and Row, Publishers, 1967, p. 126.

> advantage that lowers management's cost of disagreement with the union...
>
> The third peculiar element is that the "employer" or management immediately involved in collective bargaining may lack final power to reach agreement. Instead, it must gain the consent of higher levels of political authority, initially the executive and ultimately the relevant lawmaking body...
>
> Finally, both at law and by traditional inclination legislative bodies in the United States are ordinarily want to retain as much of their rule-making jurisdiction as they can. In consequence there is a strong tendency to treat the legislative process that governs the employment relationship in the public service as reserved territory, to be excluded as much as possible from collective bargaining.

Even if such differences between principles of bargaining in the private and public sectors were critical, it could not have been expected that those in one segment of employment could or should for long have been denied the rights extended to others. In 1948, Sterling D. Spero[41] concluded that interest of public employees in collective bargaining had been stimulated by the following developments:

> The first was the influence of the Wagner Act guaranteeing and implementing the right of collective bargaining in private industry. The second was the great upsurge of the labor movement which coincided with the coming to power of the New Deal. The third was the growth of unions in the local government services where it was frequently possible to negotiate even with legislative bodies like city commissions and councils. The fourth was the development of autonomous agencies for the operation of public enterprises.

According to Stinnett and others, public employee rights evolved because of a demand for increased public services and a greater degree of employee competence.[42] Another important reason for the increased interest in this phase of public personnel relations probably was the

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[41]Sterling D. Spero. Government as Employer. Carbondale, Illinois: Southern Illinois University Press, 1972, p. 341.

[42]Stinnett, Kleinmann, and Ware. Professional Negotiations in Public Education, p. 174.

increase in the number of persons in government employment. By employing one out of every seven people eligible for the labor force, government became the largest single employer in this country. Based on those employment statistics, one might very well have questioned why it had taken so long for public employers to grant negotiations or bargaining rights that had been enjoyed by employees in the private sector for several decades. Generally, it was agreed that resistance rested with government's sovereignty theory and deligation-of-power theory.[43]

Governmental efforts to secure, administer and enforce collective bargaining rights for employees in private employment while carefully and completely denying these same rights to the vast majority of its own employees had been a strange paradox. The government's sovereignty argument as its rationale for this position was condemned by Spero with the following indictment:

> ...legislators guarantee the right to organize and the right to strike to private employees while they limit or deny these rights to public workers...they base their position...upon the ground that the sovereign cannot permit its servants to challenge its authority. The inviolability of this authority is regarded as more important than the fulfillment of any particular public function no matter how important that function may be to the welfare or even safety of the community. Public authorities have not hesitated to force strikes or to lock out employees in order to break up or prevent their organization, depriving large communities of police, fire protection, sanitation, and other vital services. In most of these cases the authorities shifted the blame for the resulting public danger or inconvenience to the shoulders of their employees and received wide praise for defending law, order, and sovereignty.[44]

The famous Boston police strike following World War I was a good

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[43]Stinnett, Kleinmann, and Ware, p. 174.

[44]Spero, p. 8.

example of such shifting of blame. Because of this incident, brought about by rapidly rising prices, local government felt a threat to their authority. Laws and regulations were passed to break up established employee organizations and to prevent unionization of such employee groups as policemen, firemen and teachers. Even Congress considered the curtailment of rights guaranteed to federal employees by the Lloyd-LaFollette Act. A similar increase in restrictive legislation in response to strikes among government employees at the close of World War II did not have adverse effects upon established employee organizations.[45]

The weight of authority seemed to indicate that government employees could not force the employer to enter involuntarily into any type of collective bargaining relationship, without an applicable statute to the contrary. However, enactment of legislation that would authorize this relationship was not precluded by the doctrine of sovereignty. Nor did it prevent the chief executive of the federal government from voluntarily waiving his immunity even though a bargaining agreement made by him would be unenforceable in absence of legislation.[46] Examples to the contrary in the history of public employment were executive orders (sometimes referred to as "gag orders") issued by Presidents Theodore Roosevelt and William Taft in 1902 and 1906, respectively. In both cases, government employees were prohibited from seeking to influence legislation that would enhance their own welfare by any means other than going through heads of their departments.[47]

In 1912 federal employees were granted the right to form associations

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[45]Spero, p. 4.

[46]Hart, p. 44.

[47]Morton Robert Godine. The Labor Problem in the Public Service. Cambridge, Massachusetts: Harvard University Press, 1951, p. 195.

for the purpose of promoting their economic welfare. The Lloyd-LaFollette Act, sometimes called the "Magna Carta" of organized labor in the public service, guaranteed the right of those employees to affiliate with labor organizations which did not assert the right to strike against the federal government.[48] Also included in that Act was the right to take part in legitimate lobbying activities to secure passage of laws that would be beneficial to federal employees.[49]

Even though collective bargaining had been carried on for many years in the private sector, Jerry Wurf[50] reported that legislation requiring public employers to engage in discussion with representatives of employee groups existed in 19 states in 1969. It was mandatory for employers to bargain and enter into written agreements with organizations representing the majority of employees in a unit in 11 states. In four states it was permissible to enter negotiations agreements. In the remaining four states, public officials could legally "meet and confer" with representatives of employee organizations. Such reported state activity simply indicated the wide divergence in the way legislatures had handled the subject.

The fact that the states lagged behind the federal government in terms of collective bargaining was probably due to the makeup of state legislatures. Those legislators from rural areas tended to associate

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[48]Godine, p. 65.

[49]William B. Vosloo. Collective Bargaining in the United States Federal Civil Service. Chicago: Public Personnel Association, 1966, p. 28.

[50]Jerry Wurf. "Establishing the Legal Right of Public Employees to Bargain." Monthly Labor Review, 92:65, 1969.

the collective bargaining process with labor unions, for which they held some contempt.[51]

Decisions rendered by U. S. Circuit and District Courts had invalidated laws in such states as Nebraska, South Carolina and Alabama which prohibited public employees from joining labor unions.[52] As a result of such court action, and a change in public attitude, the growth rate of unionization of public employees had been greater than that ever experienced in the private sector.[53] Much of the rapid increase could be attributed to the growth of collective bargaining in the teaching profession.

The signing of Executive Order 10988 by President Kennedy in 1962 directed the recognition of labor organizations and other employee organizations and consultation with organizations for the purpose of formulating and implementing personnel policies.[54] Exclusive formal and informal types of recognition for employee organizations were authorized. Even though there was an awareness of some similar problems existing in private and public sectors, the President's Task Force on Employee-Management Relations in the Federal Government provided for a maximum of flexibility for adapting experience of private industry to

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[51]Richard S. Rubin. A Summary of State Collective Bargaining Laws in Public Employment. Ithaca, New York: New York School of Industrial and Labor Relations, 1968, p. 1.

[52]Wurf, p. 66.

[53]Educators Negotiating Service, December 1, 1969, p. 1.

[54]Timothy M. Stinnett. Turmoil in Teaching. New York: The Macmillan Company, 1968, p. 32.

the Federal sphere.[55] The phrase "collective bargaining" was not used in the document at any time to describe the relationship between the employees and the administration.[56] In his study, William B. Vosloo[57] referred to Executive Order 10988 as the force that not only changed American attitudes toward public employee unionism at the federal level but at the state and local level as well.

Prior to the issuance of Executive Order 10988, limited use of collective negotiations was observed in the federal service. By the fall of 1964, some two years after the issuance of the Order, Harry P. Cohany and James H. Neary[58] found a different situation existed in the federal service concerning collectively negotiated agreements. At that time, 209 agreements involving 600,000 federal employees in twenty-one different departments and agencies had been collectively negotiated. The following findings concerning these agreements were reported by Cohany and Neary:

1. Ninety per cent of the agreements (involving eighty-seven per cent of the workers covered) were negotiated by organizations affiliated with the AFL-CIO.

2. Six unions of postal workers negotiated agreements covering 471,000 workers.

3. Agreements are found in the Departments of Defense, Health, Education, and Welfare, Interior and Labor, as well as in the General Services Administration and Veterans Administration.

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[55]Herbert J. Lahne. "Bargaining Units in the Federal Service." Monthly Labor Review, 91:37, 1968.

[56]Lieberman and Moskow. Collective Negotiations for Teachers, An Approach to School Administration, p. 4.

[57]Vosloo, p. 4.

[58]Harry P. Cohany and James H. Neary. "Summaries of Studies and Reports: Collective Bargaining Agreements in the Federal Service." Monthly Labor Review, 88:945-950, 1965.

4. Thirty-four different unions or organizations are involved, sixteen of which have jurisdiction only in the federal service.

5. One-half of the 209 units employed fewer than 150 employees.

6. Contracts involving postal workers are broad in scope; thirty per cent of all non-postal agreements were just recognition agreements while the other seventy per cent included such items as hours, leaves, promotions, and reductions in force.

7. Some use of fact finding and mediation.

8. One-half of the agreements define the composition and the procedures of the negotiating committees.

9. One-half of the agreements specify a grievance procedure; two-thirds use advisory arbitration as the final step.

From this information, it appeared that considerable activity in collective bargaining in the federal service had developed since Executive Order 10988 was issued.

The signing of Executive Order 11491 in November, 1969 by President Nixon had a considerable impact on public employees in general even though the provisions applied more particularly to federal government employees represented by unions. As reported by Educational Service Bureau, the new directive provided for: (1) binding arbitration in settling disputes at the request of either party, (2) exclusive recognition determined by the majority of eligible employees in a unit, and (3) the right of government employees to join or refrain from joining unions. Prohibition of compulsory unionism and the continued banning of strikes by government employees were other features of the presidential order.[59]

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[59]Educators Negotiating Service, November 15, 1969, p. 2.

Collective Negotiations in Education

Collective negotiations and labor relations have assumed a position of major importance in the sphere of educational policy and administration. In many of the large industrialized states the process of bargaining and contract administration in schools was well developed. In other states bargaining was less pervasive but was nonetheless high on the list of concerns of public officials, educational administrators, school board members, and teachers. It had been estimated that there were close to 2,000 agreements in effect between classroom teachers and school boards, with over 700,000 teachers covered by these agreements. This total did not include agreements covering non-instructional employees. In some bargaining states, statutes regulating collective negotiations in the schools were being studied and updated by legislatures. In many states without bargaining laws, legislation was being drafted or debated. At any one time, the United States Congress had before it two bills which would federalize the educational bargaining system. Enactment of pending legislation will undoubtedly speed the already rapid spread of bargaining.[60]

As indicated by the applicable literature, professional negotiations between teacher organizations and school boards had been a source of emerging conflict within the teaching profession. Although the history of granting bargaining rights to those in the education profession closely paralleled that of public employees in general, it could accurately be stated that negotiation rights for teachers through majority

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[60]Cresswell and Murphy. Education and Collective Bargaining, p. ix.

representation had come about more slowly than for most public employees outside education.[61]

Lieberman and Moskow[62] believed that organizations opposing professional negotiations did so with the assertion that this process was contrary to public opinion. However, it was their feeling at that time that professional negotiations of any degree between teachers and boards of education should be controlled by public interest.

The Educational Policies Commission, a joint commission sponsored by NEA and AASA, intimated the coming evaluating process of collective bargaining in a pronouncement in 1938:

> The entire staff of the school system should take part in the formulation of the educational program...To indicate the place of leadership in all good administration is not to deny the large part to be played in the development of policy by all professional workers. Our schools are organized for the purpose of educating children...for participation in a democratic society...Certainly those virtues may not be expected to abound among those who are taught unless they are found in the experience of teachers...[63]

After a strike in 1946, the Norwalk, Connecticut board of education and the Norwalk Teachers Association entered into what is believed to be the first collective bargaining agreement for teachers. Connecticut appeared to have been the early leader in collective bargaining in education.[64]

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[61]Stinnett, Kleinmann, and Ware. Professional Negotiations in Public Education, p. 176.

[62]Lieberman and Moskow, p. 13.

[63]American Association of School Administrators. School Administrators View Professional Negotiations, p. 23.

[64]Ibid., p. 24.

The current movement for collective bargaining in public education began with the struggles between the New York City Board of Education and the United Federation of Teachers in 1960. The UFT victory in New York City brought considerable attention from the AFL-CIO. A renewed interest in organizing teachers developed in the union. Also, the gains made by the UFT in New York City prompted the National Education Association to take a new look at its policies concerning collective bargaining.[65]

Professional negotiations activity in the 1960's was largely a history of competition between the two national teacher organizations. The rivalry between the National Education Association and the American Federation of Teachers, more than any other influence, probably caused the present efforts to formalize the employer-employee relationships in education.[66]

The following policy was adopted by the National Education Association at its convention in 1961:

> Since boards of education have the same ultimate aim as the teaching profession of providing the best possible educational opportunities for children and youth, relationships must be established which are based upon this community of interest and the concept of education as both a public trust and a professional calling.
>
> Recognizing both the legal authority of boards of education and the educational competencies of the teaching profession, the two groups should view the consideration of matters of mutual concern as a joint responsibility.
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> The National Education Association believes, therefore, that professional education associations should be accorded

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[65]Lieberman and Moskow, pp. 4-42.

[66]Doherty and Oberer. Teachers, School Boards, and Collective Bargaining: A Changing of the Guard, p. 21.

> the right, through democratically selected representatives using appropriate professional channels, to participate in the determination of policies of common concern including salary and other conditions for professional service.
>
> The seeking of consensus and mutual agreement on a professional basis should preclude the arbitrary exercise of unilateral authority by boards of education and the use of the strike by teachers as a means for enforcing economic demands.
>
> When common consent cannot be reached, the Association recommends that a board of review consisting of members of professional and lay groups affiliated with education should be used as a means of resolving extreme differences.[67]

National Education Association resolutions dealing with the subject of negotiations had been rather mildly worded prior to 1962. During the annual convention in 1962, the Delegate Assembly defined and described the process now referred to as professional negotiations. The 1962 change seemed to be a result of the UFT victory in New York City. The resolutions of 1962 were as follows:

> The teaching profession has the ultimate aim of providing the best possible education for all the people. It is a professional calling and a public trust. Boards of education have the same aim and share this trust.
>
> The National Education Association calls upon boards of education in all school districts to recognize their identity of interest with the teaching profession.
>
> The National Education Association insists on the right of professional associations, through democratically selected representatives using professional channels, to participate with boards of education in the determination of policies of common concern, including salary and other conditions of professional service.
>
> Recognizing both the legal authority of boards and the educational competencies of the teaching profession, the two groups should view the consideration of matters of mutual concern as a joint responsibility.

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[67]National Education Association. Addresses and Proceedings, 1961. Vol. XCIX. Washington: The Association, 1961, pp. 216-217.

> The seeking of consensus and mutual agreement on a professional basis should preclude arbitrary exercise of unilateral authority by boards of education and the use of strikes by teachers.
>
> The Association believes that procedures should be established which provide an orderly method for professional education associations and boards of education to reach mutually satisfactory agreements. These procedures should include provisions for appeal through designated channels when agreement cannot be reached.
>
> Under no circumstances should the resolution of differences between professional associations and boards of education be sought through channels set up for handling industrial disputes. The teacher's situation is completely unlike that of an industrial employee. A board of education is not a private employer, and a teacher is not a private employee. Both are public servants. Both are committed to serve the common, indivisible interest of all persons and groups in the community in the best possible education for their children. Teachers and boards of education can perform their identity of purpose in carrying out this commitment. Industrial-disputes conciliation machinery, which assumes a conflict of interest and a diversity of purposes between persons and groups, is not appropriate to professional negotiation in public education.
>
> The National Education Association calls upon its members and upon boards of education to seek state legislation and local board action which clearly and firmly establishes these rights for the teaching profession.[68]

The National Education Association presented another resolution in 1962 relevant to collective bargaining in public education. This resolution was entitled "Professional Sanctions":

> The National Education Association believes that, as a means of preventing unethical or arbitrary policies that have a deleterious effect on the welfare of the schools, professional sanctions should be invoked. These sanctions would provide for appropriate disciplinary action by the organized profession.
>
> The National Education Association calls upon its affiliated state associations to cooperate in developing guidelines

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[68]National Education Association. Addresses and Proceedings, 1962. Vol. C. Washington: The Association, 1962, pp. 24-28.

> which would define, organize, and definitely specify procedural steps for invoking sanctions by the teaching profession.[69]

The impact of resolutions concerning the subject of professional negotiations by such national organizations as the National School Boards Association and the American Association of School Administrators had been felt from time to time. Understandably, there had been a reluctance on the part of NSBA to accept the teacher-board negotiations concept. According to Stinnett and others,[70] the organization reaffirmed its policy regarding the right of teachers to discuss matters of mutual concern with the board at its national meeting in Denver in 1963, at which time it adopted a resolution rejecting the processes of the education associations and the teachers unions. A statement by this organization in 1965 was interpreted to mean that school boards should resist entering into negotiations agreements and continue to resist enactment of legislation which would lessen the board's responsibility.

Actually, the question of the board's surrender of its responsibility was answered by a court decision rendered in Connecticut in 1951. A landmark case dealing with the non-delegability of delegated powers was the Norwalk Case. The court ruled that authority to negotiate with the teacher organizations was not illegal delegation of authority but should not be construed as authority to negotiate a contract which involved the surrender of the board's legal discretion.[71]

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[69]National Education Association, 1962, p. 178.

[70]Lieberman and Moskow, p. 13.

[71]American Association of School Administrators, p. 23.

In 1964, the NEA strengthened its resolution on sactions as follows:

> ...further, a violation of sanctions by a member of the profession is a violation of the code of ethics of the education profession. Therefore, the offering of or accepting of employment in areas where sanctions are in effect should be evaluated in terms of the code and local, state, and national associations should begin developing procedures for disciplining members who violate sanctions.[72]

In 1965, the NEA also modified its 1962 resolution on collective bargaining by deleting the reference to the use of the strike:

> ...the seeking of consensus and mutual agreement on a professional basis should preclude the arbitrary exercise of unilateral authority by boards of education, administrators or teachers.[73]

The NEA, at its national convention in 1966, adopted the following resolution regarding collective bargaining in public education:

> The teaching profession has the ultimate aim of providing the best possible education for all people. It is a professional calling and public trust. Boards of education have the same and share this trust.
>
> The National Education Association calls upon boards of education in all school districts to recognize their identity of interest with the teaching profession.
>
> The National Education Association insists on the right of individual teachers, through officially adopted professional grievance procedures and with the right to professional association representation, to appeal the application or interpretation of board of education policies affecting them, through educational channels which include third party appeal if necessary, without fear of intimidation, discrimination, or other forms of reprisal.
>
> Recognizing the legal authority of the board of education, the administrative function of the superintendent, and the competencies of other professional personnel, the National Education Association believes that matters of mutual concern should be viewed as a joint responsibility. The cooperative

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[72]National Education Association. NEA Handbook. Washington: The Association, 1964, p. 63.

[73]Ibid.

> development of policies is a professional approach which recognizes that the superintendent has a major responsibility to both the teaching staff and school board. It further recognizes that the school board, the superintendent or administration, and the teaching staff have significantly different contributions to make in the development of educational policies and procedures.
>
> The seeking of consensus and mutual agreement on a professional basis should preclude the arbitrary exercise of unilateral action by boards of education, administrators, or teachers.
>
> The Association believes that procedures should be established which provide for an orderly method of reaching mutually satisfactory agreements and that these procedures should include provisions for appeal through designated educational channels when agreement cannot be reached.
>
> The Association commends the many school boards, school superintendents, and professional education associations which have already initiated and entered into written agreements and urges greater effort to improve existing procedures and to effect more widespread adoption of written agreements.
>
> The National Education Association calls upon its members and affiliates and upon boards of education to seek state legislation and local board action which clearly and firmly establish these rights for the teaching profession.[74]

The same resolutions were adopted, unchanged, in 1967. Another resolution was adopted by the National Education Association in July, 1971:

> The National Education Association believes that local associations and school boards must negotiate written master contracts. Such contracts shall result from negotiation in good faith between associations and school boards, through representatives of their choosing, to establish, maintain, protect, and improve terms and conditions for professional service and other matters of mutual concern, including a provision for financial responsibility.
>
> The Association encourages local affiliates to see that teachers are guaranteed a realistic opportunity for decisive

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[74]National Education Association. Addresses and Proceedings, 1966. Vol. CIV. Washington: The Association, 1966, p. 473.

> participation in the establishment of instructional policies. Procedures for the resolution of impasse must be included. Grievance procedures shall be provided in the master contract with definite steps to appeal the application or interpretation of school board policies and agreements. Binding arbitration shall be a part of the grievance procedure.
>
> Those representing local affiliates in the negotiation process shall be granted release time without loss of pay.
>
> Faculty and building level administrators, in order to preserve professional relationships within school staff, should not be negotiators for school boards. The association recommends establishment of personnel offices at the central administrative levels to represent school boards in negotiation.
>
> The Association urges the extension of the rights of professional negotiation to the faculties of institutions of higher education.
>
> The Association also recommends that state affiliates seek statutory penalties for school boards that do not bargain in good faith or do not comply with negotiated contracts.
>
> The Association urges its members and affiliates to seek state legislation that clearly and firmly mandates the adoption of professional negotiation agreements.
>
> The Association will cooperate with its affiliates to encourage new teachers to accept initial employment in those areas or districts where master contracts have been negotiated with the professional organization.
>
> Members of the profession should be involved in the recruitment, appointment, orientation, evaluation, transfer, promotion, and dismissal of all professional personnel.
>
> The rights and privileges of all teachers should always be respected regardless of what organization has sole negotiation rights.[75]

In order to understand why it had been necessary for state government to develop orderly procedures for regulating the negotiations process between teacher organizations and school boards, it was necessary to

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[75]National Education Association. Resolution Adopted by Representative Assembly, unpublished research report. Washington: The Association, July, 1971.

look at some of the factors causing teacher dissatisfaction. Wildman[76] contended that pressure for negotiation rights by teachers was due to (1) increase in number of government employees, (2) support of teacher organizations by organized labor, (3) pressure for teachers to organize in order to compete with other organized and powerful groups, (4) increasing percentage of males in the teaching profession and reduction of teacher turnover, and (5) school district consolidation leading to larger administrative units.

While not disagreeing with reasons advanced by Wildman, Lieberman and Moskow[77] attributed the emergence of professional negotiations in education to change in teacher attitudes and NEA-AFT rivalry. According to Doherty and Oberer,[78] the pressure to enact statutes granting negotiation rights to school teachers came about mainly because of the provisions of Executive Order 10988.

The other major bargaining agent for teachers, the American Federation of Teachers, stated its objectives as follows: (1) To improve the educational facilities for all children, and (2) to improve the working conditions of teachers. Specifically, the purposes of the Federation were:

1. To bring associations of teachers into relations of mutual assistance and co-operation.
2. To obtain for them all the rights to which they are entitled.

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[76]Wildman. "The Legal and Political Framework for Collective Negotiations," p. 153.

[77]Lieberman and Moskow. Collective Negotiations for Teachers, An Approach to School Administration, p. 57.

[78]Doherty and Oberer. Teachers, School Boards, and Collective Bargaining: A Changing of the Guard, p. 45.

3. To raise the standard of the teaching profession by securing the conditions essential to the best professional service.

4. To promote such a democratization of the schools as will enable them better to equip their pupils to take their places in the industrial, social, and political life of the community.

5. To promote the welfare of the childhood of the nation by providing progressively better educational opportunity for all.[79]

The AFT was organized along typical trade union lines and consequently, some accusations were made that concerted attempts to concentrate on teacher organizations were power moves by the AFL-CIO to gain a share of control of education with boards of education. The drive by teacher organizations such as the NEA could be construed as the same type effort.[80]

The two major teacher representative organizations, the American Federation of Teachers and the National Education Association were dissimilar in origin, structure, and style. It appeared, however, that the two organizations were now pursuing identical objectives in similar fashion. These objectives were sought by the union under the term "collective bargaining" and by the professional association under the term "professional negotiations." In any event, it seemed that both organizations had pledged their efforts to satisfy the demands of the teacher members through "collective negotiations" with boards of education.

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[79]Benjamin J. Chandler and Paul V. Petty. Personnel Management in School Administration. Yonkers-on-Hudson, New York: World Book Company, 1955, p. 447.

[80]George B. Brain. "Professional Negotiations: Responsible Education." Washington Education, 77:6, 1965.

State Provisions for Collective Negotiations in Education

The right of municipal employees, including teachers, to organize and negotiate with their employers was first granted by the enactment of the Wisconsin Municipal Employee Relations Act in 1959.[81] Alaska enacted a statute in 1959 permitting the state or any political subdivision, including schools, to execute contracts with labor organizations. Until 1965, the Wisconsin Act was the only comprehensive law in existence regulating negotiations in public education.[82]

Negotiations legislation was enacted in California, Connecticut, Massachusetts, Michigan, Oregon, and Washington in 1965, while Rhode Island was the only state to enact a statute in 1966.[83] In 1965 also, county school boards in Florida were extended the right by statute to appoint or recognize teacher committees for the purpose of participating in the determination of policies affecting all certificated personnel.[84] Had it not been for gubernatorial vetoes, similar bills would have passed in Minnesota, New Jersey, and New York in that two-year period.[85] However, Minnesota and New York were successful in passing legislation in 1967. In the same year, Texas enacted a professional

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[81]Joseph P. Goldberg. "Labor-Management Laws in Public Service." Monthly Labor Review, 91:49, 1968.

[82]Michael Moskow. "Recent Legislation Affecting Collective Negotiations for Teachers." Phi Delta Kappan, 47:139, 1965.

[83]Myron Lieberman. "Collective Negotiations: Status and Trends." American School Board Journal, 155:7, 1967.

[84]Rubin. A Summary of State Collective Bargaining Laws in Public Employment, p. 15.

[85]Doherty and Oberer, p. 45.

consultation law that permitted boards of trustees of school districts to consult with teachers concerning matters of educational policy and conditions of employment.[86] The Hawaii State Constitution was amended in 1967 by the passage of permissive legislation which provided certain collective bargaining rights for public employees including teachers.[87]

A law granting public school employees the right to organize and to bargain collectively was passed in Maryland in 1968. The New Jersey Employer-Employee Relations Act providing, among other things, for the settlement of disputes between teacher organizations and school boards also became effective in 1968.[88]

Most laws concerning employment relations passed in 1969 affected employees in the public sector. Employees were granted the right, with certain conditions of employment, to join employee organizations for the purpose of collective bargaining in Nebraska and South Dakota. The same rights were granted to state employees in New Hampshire. Collective bargaining rights were granted to local government employees in Nevada and to municipal employees, including school system employees, in Maine. Other states extending collective bargaining rights to teachers in 1969 were North Dakota and Vermont.[89] The right to recognize an employee organization which represented certificated school personnel had been

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[86]Lieberman, p. 7.

[87]Rubin, p. 15.

[88]Clara T. Sorenson. "Review of State Labor Laws Enacted in 1968." Monthly Labor Review, 92:43, 1969.

[89]Ora G. Mitchell and Clara T. Sorenson. "State Labor Legislation Enacted in 1969." Monthly Labor Review, 93:51-52, 1970.

granted school districts by an amendment to the Oregon teacher negotiation statute.[90] The Connecticut General Assembly made several important changes in that state's 1965 bargaining law for teachers.[91] The Delaware Code was amended by the passage of a professional negotiations act providing for negotiations and relations between boards of education and organizations of public school employees.[92]

One of the unresolved issues concerning legal implications of professional negotiations pertained to the matter of whether state legislation should apply to all public employees or whether public school personnel should be treated as a special category. Robert H. Chanin[93] believed that the quality of the service provided by public schools stemmed from education and traditions of teachers who had employment interests not common to other public employees. Therefore, he felt that separate statutory treatment should be given teachers just as public employees in general should be covered by statutes structured to deal with the unique aspects of public employment, but devoid of private sector design.

Arvid Anderson[94] illustrated the uniqueness of problems in education,

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[90]National Education Association. Negotiation Research Digest. Washington: The Association, September, 1969, p. A-2.

[91]Educators Negotiating Service, October 1, 1969, p. 1.

[92]Educators Negotiating Service, January 2, 1970, p. 3.

[93]Robert H. Chanin. "Professional Negotiation in Public Education." Today's Education, 57:55, 1968.

[94]Arvid Anderson. "State Regulations of Employment Relations in Education," in Readings on Collective Negotiation in Public Education. Chicago: Rand, McNally and Company, 1967, p. 107.

as a reason for passing separate negotiation laws covering teacher-school board relations, by pointing out that most school districts have budgets and taxing powers distinct from other local governments. The American Association of School Administrators held that proposed legislation must be designed specifically for education in order to meet its criteria for a law relating to board-staff relations.[95]

Currently there are thirty-two states with some type of collective bargaining law which affects education. States without such laws include Alabama, Arizona, Arkansas, Colorado, Georgia, Illinois, Kentucky, Louisiana, Mississippi, New Mexico, North Carolina, Ohio, South Carolina, Texas, Utah, Virginia, West Virginia, and Wyoming.[96]

Even though several states had negotiations statutes covering public school personnel exclusively, Lieberman[97] held that professional negotiations activity would not be confined to states having so legislated. Furthermore, in those states not having statutes, school districts participating in this activity may have had a greater need for negotiating services.[98]

Wildman[99] spoke of the rapid proliferation of issues that boards of

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[95]American Association of School Administrators. School Administrators View Professional Negotiations, p. 49.

[96]Stanley M. Elam. "Public Employee Collective Bargaining Laws Affecting Education in Thirty-Two States." Phi Delta Kappan, 60:473, 1979.

[97]Lieberman, p. 8.

[98]Educators Negotiating Service, November 1, 1969, p. 2.

[99]Wesley A. Wildman. "What's Negotiable?" American School Board Journal, 155:10, 1967.

education would face in the absence of legislation and judicial guidelines on matters bargainable in education. Donald H. Wollett[100] believed that state legislation would not only speed up negotiation activity between teacher organizations and boards, but it would permit teachers to play a greater role in determining school policy and the opportunity to achieve true professional status.

A question vital to the subject of professional negotiations was the matter of what agency should administer the negotiations statute. Doherty and Oberer[101] listed the following possible alternatives:

1. State labor board.
2. State education department.
3. Impartial persons or organizations (e.g., American Arbitration Association).
4. Independent state agency for all public employee bargaining.
5. Independent agency exclusively for education.
6. Local school boards.

Preference was given by these authorities to administration by an independent agency restricted to bargaining in education, based on the argument that educational matters were distinctly unique to the area of public employment.

Lieberman and Moskow[102] made the assumption in 1966 that the

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[100]Donald H. Wollett. "The Importance of State Legislation," in Readings on Collective Negotiations in Public Education. Chicago: Rand, McNally and Company, 1967, p. 95.

[101]Doherty and Oberer. Teachers, School Boards, and Collective Bargaining: A Changing of the Guard, pp. 113-116.

[102]Lieberman and Moskow. Collective Negotiations for Teachers, An Approach to School Administration, p. 394.

administration of negotiations statutes would follow educational channels due to the influence of state education associations on legislatures and the lack of state labor relations agencies in many states. A consistent pattern of administration did not appear to be developing.

Summary

Unions have had a long history in the United States. Prior to the Declaration of Independence, skilled artisans in handicraft and domestic industry joined together in benevolent societies. The first recorded meeting of worker and employer representatives for discussion of labor demands occurred between the Philadelphia shoemakers and their employers in 1799.

Organization of union groups beyond a single local area was first tried in 1834 when city central bodies from seven cities met in New York to form the National Trades' Union. Later, in 1835 and 1836, the cordwainers, typographers, combmakers, carpenters, and hand-loom weavers endeavored to set up countrywide organizations of their separate crafts.

The National Labor Union was established in 1866. It campaigned energetically for the eight-hour day, producers' co-operatives and political action by labor. In the three decades following 1890, the American Federation of Labor consolidated its position as the principal federation of American unions. The first decade of growth was slow, but from 1900 to 1904 membership rose rapidly, from half a million to a million and a half, and then increased irregularly to 2 million by the outbreak of World War I. During and immediately following the war years, membership again rose rapidly, reaching more than four million in 1920.

During that period, an estimated seventy to eighty per cent of all union workers were in the American Federation of Labor. The most important unaffiliated group of unions was the four railroad brotherhoods. Before World War I, the principal union gains occurred in the coal mining, railroad, and building trades unions. The most important union of coal miners was the United Mine Workers, an industrial union which, in 1902, established itself as the largest and one of the most completely organized affiliates of the AFL.

An internal struggle split the AFL in 1935. John L. Lewis and his allies set up the CIO, first known as the Committee for Industrial Organizations, and later, after its formal founding convention in 1938, as the Congress of Industrial Organizations.

On December 5, 1955, in New York City, the AFL and the CIO merged into one giant federation, the American Federation of Labor and Congress of Industrial Organizations (AFL-CIO). The reunification capped years of peacemaking efforts. The original craft versus industrial union controversy had dimmed, and the two organizations had gradually drawn together in the international labor field and in domestic political activity.

The 1930's brought legislation favorable to labor unions. The Norris-LaGuardia Act of 1932 did much to assist the unions by rendering yellow-dog contracts unenforceable and making it decidedly more difficult to get an injunction against union practices. Since the National Labor Relations Act (Wagner Act) of 1935, most private employees in the United States have been guaranteed by law the right to form organizations and to bargain collectively with their employers.

The Wagner Act was the most significant labor legislation that had been passed to that date. The National Labor Relations Board (NLRB), a federal agency, was established by the Wagner Act to administer the federal statutes relating to collective bargaining. The Wagner Act made bargaining in good faith more free and more effective. It outlawed "company" unions, and all unions henceforth were to become fully independent employee organizations. The Wagner Act stated that employers were forbidden to discriminate between union and non-union workers. The Act made universal, for the first time, the basic rights of workers to organize and bargain collectively with employers.

The Taft-Hartley Act (Labor Management Relations Act) was enacted by Congress in 1947. That Act was an attempt to counterbalance the acts or practices of employers toward employees that were termed unfair by giving a list of six practices by labor toward employers that would be considered unfair and unlawful.

The Landrum-Griffin Act of 1959 was a major effort to regulate the internal affairs of unions. The need for greater governmental regulation was based upon the unethical and undemocratic practices documented by the McClellan Committee. The Act included many provisions designed to insure internal democracy and fiscal integrity in employee organizations.

President Kennedy's Executive Order Number 10988 issued in 1962 guaranteed federal employees the right to join organizations of their choice. These organizations were to be accorded recognition by the agencies for which the employees worked. The federal action stimulated the development of negotiations procedures for state and local government employees.

The Lloyd-LaFollette Act of 1912 guaranteed the right of those employees to affiliate with labor organizations which did not assert the right to strike against the federal government. Also included in the Act was the right to take part in legitimate lobbying activities to secure passage of laws that would be beneficial to federal employees.

President Richard Nixon signed Executive Order 11491 in November, 1969. That Order had considerable impact on public employees represented by unions. Significant provisions of the directive provided for binding arbitration in settling disputes, exclusive recognition determined by the majority of eligible employees in a unit, and the right of government employees to join or refrain from joining unions.

Although the history of granting bargaining rights to those in the education profession closely paralleled that of public employees in general, it appeared that negotiation rights for teachers through majority representation had come about more slowly than for most public employees outside education. The Educational Policies Commission, a joint commission sponsored by NEA and AASA, suggested that educators should become involved in the process of collective bargaining in a pronouncement in 1938.

The Norwalk, Connecticut board of education and the Norwalk Teachers Association entered into what is believed to be the first collective bargaining agreement for teachers. The current movement for collective bargaining in public education began with the struggles between the New York City Board of Education and the United Federation of Teachers in 1960. The UFT victory in New York City brought considerable attention from the AFL-CIO. The gains made by the UFT in New York City prompted the National Education Association to take a new look

at its policies concerning collective bargaining.

Professional negotiations activity in the 1960's was largely a history of competition between the two national teacher organizations. The rivalry between the National Education Association and the American Federation of Teachers, more than any other influence, probably caused the present efforts to formalize the employer-employee relationships in education.

National Education Association resolutions dealing with the subject of negotiations had been mildly worded prior to 1962. During the annual convention in 1962, the Delegate Assembly defined and described the process now referred to as professional negotiations. Other resolutions solidifying NEA's position relative to professional negotiations were adopted in 1967 and 1971.

The right of municipal employees, including teachers, to organize and negotiate with their employers was first granted by the enactment of the Wisconsin Municipal Employee Relations Act in 1959. Alaska enacted a statute in 1959 permitting the state or any political subdivision, including schools, to execute contracts with labor organizations. Until 1965, the Wisconsin Act was the only comprehensive law in existence regulating negotiations in public education.

Currently there are thirty-two states with some type of collective bargaining law which affects education. States without such laws include Alabama, Arizona, Arkansas, Colorado, Georgia, Illinois, Kentucky, Louisiana, Mississippi, New Mexico, North Carolina, Ohio, South Carolina, Texas, Utah, Virginia, West Virginia, and Wyoming.

Chapter 3

IDENTIFICATION OF PROFESSIONAL NEGOTIATIONS CRITERIA

Introduction

Selected criteria will be presented in this chapter which can be utilized by Tennessee public school administrators in the professional negotiations process. The sources of data listed included an analysis of articles from five educational journals--American School Board Journal; American School and University; Nation's Schools; School Management; and The School Administrator. The criteria were identified on the basis of an analysis of content of articles and editorials published in the selected journals during the period from January, 1968 through December, 1978.

Preparing for Negotiating

Lewis T. Kohler and Frederick W. Hill[1] suggested that school negotiation is a process for establishing working agreements between school district management and its teachers. The process of negotiation involves at least two parties--the school district administrative unit and the teacher bargaining unit. Negotiation includes the offering of proposals and counter-proposals, and compromising to reach an agreement which is reasonably acceptable to both parties.

The first step in preparing for actual negotiations is to select

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[1]Lewis T. Kohler and Frederick W. Hill. "Strategies of Successful School Negotiations." American School and University, 51:66-76, 1978.

members of the negotiation staff. The administrative team spokesperson should be designated. The first activity of the team should be to review district personnel policies, philosophy, practices, and other data relative to the total operation of the school system.

The administrative team should anticipate teacher demands and develop its own objectives and proposals which the school district requires. It is important that these be reviewed with administration and the school board prior to commencing actual school negotiation sessions. Data to support administration positions, proposals and counter-proposals must be collected, analyzed and systematized.

School board members shall not serve as members of the negotiating team.[2] The role of the school board members in teacher negotiations is of paramount importance. The philosophy of the board, its basic posture, and the nature and extent of its involvement in the bargaining process are the factors that determine the success of the bargaining procedures.

On most crucial issues, school boards can look to their own experience for guidance. This is not the case, however, with respect to collective negotiations. More costly mistakes are made by school boards in their initial actions and reactions to negotiations than at any other time. This is the result of inexperience of board members in the negotiation process. It is not unusual for the entire course of negotiations to be dominated by board mistakes made at the very outset, when board members are not cognizant of consequences of seemingly sensible, innocent actions.

One of the most common board errors is for members--either the whole

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[2]Myron Lieberman. "Avoid These Costly Bargaining Mistakes." School Management, 13:36, 1969.

board or a sub-committee--to do the negotiating themselves. This error is often aided and abetted by superintendents who prefer to avoid assuming responsibility for the outcome of negotiations. Board members do not teach or coach the athletic teams. By the same token, they should not attempt to negotiate an agreement with their teachers. That task should be delegated, through the superintendent, to competent personnel. Board members should stay out of negotiations for a number of reasons. First, their most crucial task is policy-making. Anything else that requires a significant amount of time weakens their ability to accomplish their most important task. Secondly, negotiations require a certain degree of skill and knowledge. Certainly, these qualities can be acquired to some extent, by many board members. However, treating negotiations as an exercise in adult education for board members can be a very costly way to educate them to the fact that the task is better left to more qualified personnel. Equally important, many board members do not have the personality traits required for effective negotiations.

Board member involvement in the negotiations places the board at a crucial strategic disadvantage. Teacher representatives will normally insist that any agreement be ratified by the entire teacher organization. However, board members cannot ethically--and, in some states, legally--oppose ratification of an agreement they have personally negotiated. The board that negotiates practically forfeits its right to consider ratification in a deliberate, non-crisis atmosphere, away from the pressure of a deadline and the frustration of a negotiating session. Another significant reason why board members should not negotiate is that they lack detailed knowledge of the school system that is essential for effective negotiations with teachers.

Superintendents shall not serve as members of the negotiating team.[3] The administrative staff needs to be a part of the bargaining team, but not the chief administrative officer. The superintendent should not become directly involved in negotiations, however, he needs to be informed on a continuous basis of the problems and progress of the bargaining. His office cannot be tied down by negotiating sessions as it must continue to function effectively in all areas of responsibility. The total operational process of the institution cannot be hindered by the absence of its chief administrator for the bargaining process. The role of the superintendent should be restricted to input to his bargaining team and the liaison person to the board of education. The teachers are required to negotiate with the board's representatives, whoever they may be. Superintendents should be informed throughout the proceedings by the negotiating team and should provide the team direction within guidelines set by the board. The superintendent should be available to the administration team but should not attempt to be present continuously at the negotiating sessions.

The management negotiating team shall be composed of three to five individuals.[4] The administrative negotiating team should be made up of from three to five persons consisting of the following: the assistant superintendent for general administration, the personnel director, the curriculum director, the business manager, and any other administrators or supervisors with system-wide responsibilities. The size of the

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[3]Myron Lieberman. "Forming Your Negotiations Team." School Management, 13:31, 1969.

[4]Ibid., pp. 30-31.

administrative negotiating team will depend upon the school district enrollment. An appropriate number should be considered, rather than the appropriate number, since there is no magic in any particular number. For example, the smaller the team the easier it is to reach agreement, both within the team and with the teacher team. There are several reasons for this. Less time is needed to caucus. It is easier to maintain an atmosphere of informality with small numbers; as the team gets larger on either side, there is more need for formal procedures to govern negotiations. If fewer than three individuals serve on the management team, it is easy to make mistakes in the tension-filled hours of negotiations. Negotiators may begin to hear what they want to hear, instead of what is actually said. On the other hand, the smaller the team the greater danger of a serious mistake in negotiations. Even the most knowledgeable administrators may be unaware of a particular school situation that should affect their response to teacher proposals. It is in this instance that a larger team can serve a useful purpose. In most situations, a three member team can negotiate very effectively.

The administrative staff, or no segment thereof, shall elect members of the administration negotiating team.[5] It is imperative to avoid permitting the administrative staff, or any segment thereof, to elect members of the administration team. For example, the superintendent should never permit the principals to elect a principal to be on the team. The person so elected may be the most popular principal, or the least busy one, and anything but the most effective negotiator. It is also a mistake to place persons on the team merely because they hold a

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[5]Lieberman, p. 31.

certain position in the school system. The superintendent would be pleased to have a business manager or assistant superintendent for personnel to serve as members of the administration team, however, it doesn't always work out that simply. Subordinates may be more effective members of the negotiating team than their superiors. For example, an assistant principal may be more effective than a principal at the negotiating table. It is better to be embarrassed by having a qualified subordinate on the negotiating team than by the mistakes of a superior who is unsuited for negotiations.

Teachers should not be permitted to dictate who should be on the administration team. A sincere desire to have pleasant, civilized, professional relations is an asset in a potential member of the team. The administrators who can't say "no" cannot serve in a useful capacity on the administrative negotiating team.

The administrative negotiating team shall be headed by an individual who reports directly to the superintendent.[6] When the chief administrator and the board decide upon the makeup of their negotiating team, one team member should be designated as spokesman. The administrative negotiating team should be headed by a man who reports directly to the superintendent. A district administrator who has participated in past negotiating sessions might be suitable for the important position of team leader and chief negotiator. He must have a real "feel" for negotiating. The qualities required are almost subliminal in nature. In addition to being diplomatic, patient, tough, and flexible, the ideal negotiator is

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[6]Richard Zweiback. "What You Should Know About Avoiding Bias In Personnel Policies." Nation's Schools, 93:18, 1974.

extraordinarily good at reading signals.

A very important lesson which has been learned by many is that the administrative negotiating team should have only one spokesman. All communication should go through him. He is responsible for control of the administrative team. Of course, he may call on other team members to secure their opinions or to gain data or expertise they possess. Team members caucus and express their views through the spokesman. The chief negotiator should be not only competent in labor relations, but should possess the qualities of a good trial attorney. He should also have a cool head and a good "feel" for both interpersonal relations and the politics of a local situation.

The chief negotiator for administration shall be the person who speaks and bargains with the teacher team.[7] It is important in the conduct of negotiations that one person be responsible for talking at the bargaining table. Although a team of negotiators represents the school board, only the chief negotiator should speak and bargain with the other side. Violation of this cardinal rule can place the board's position in serious jeopardy--consistency is essential and is far more easily attained through a unilateral approach.

The rest of the board's team, nevertheless, is important. Its role at the bargaining table is passive, but its overall contributions are invaluable. Team members serve most effectively as resource persons--active behind the scenes, silent partners at the table. Their presence at the negotiating table should not be diminished. They must listen

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[7]Thomas F. Koerner and Clyde Parker. "How to Play for Keeps at the Bargaining Table." American School Board Journal, 156:21, 1969.

intently not only to the development of their own spokesman's rationale, but even more so to what the spokesman on the other side of the table has to say. Team members should be relied upon to help the board's cause in private sessions by pointing out inconsistencies, weaknesses, and illogical conclusions coming from the other side, and to provide suggestions for reinforcing and strengthening the board's position.

In their capacity of analyzing and scrutinizing, team members must never display anything but the face of the professional poker player--never reacting visibly, showing no emotional strain. To display surprise, alarm, excitement, or anxiety can produce disastrous results for the board.

The board's chief negotiator can use his team effectively in other ways, too. No one member can have all the facts or recognize all the angles. The chief negotiator should encourage those who sit with him to write notes and to pass them on to him even while the meeting is in progress.

Any number of situations can arise: A question to ask the other side; request for additional reasons; clarification of facts; or demonstration of contradictions. These things should be made known to the chief negotiator by means of a penciled note. When necessary, a caucus should be called. Any member of the team should feel free to call a caucus. It is a valuable tool and should be used as often as needed. At times, it may even be necessary to caucus to do some immediate research or to telephone the school board president.

Those who negotiate for management shall have the authority to make

concessions and to agree to policy changes.[8] If the management negotiating team does not have the authority to make concessions involving policies, it will be subject to legal and practical criticism for lacking the authority to negotiate. Wise school board members recognize the need to stay out of the negotiating process. Others establish a negotiating team and then fail to give it sufficient authority. Consequently, the negotiating team must refer every issue back to the board as it is not authorized to agree to anything, except specifics previously approved by the board.

A board must retain the right to ratify an agreement, especially if the members of the teacher organization are required to ratify the agreement. On the other hand, the board should not regard its negotiating team as mere messengers, relaying messages from the board to the teachers and back. Under such circumstances, the teacher negotiators will criticize the board for an unfair practice, such as being represented by someone without the authority to negotiate.

Many boards fear the delegation of authority to negotiate will mean the abdication of their decision-making authority. This will not happen if the board knows what to delegate and to whom. If items involve board policy, then the board's negotiators should thoroughly explore these matters with the board. If this is done, the board team will not later agree to anything that will be rejected by the board, and the board will not be forced to reject an agreement that includes unexpected surprises relating to "policy."

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[8]Myron Lieberman. "Negotiations: Past, Present and Future." School Management, 17:15, 1973.

Many items involve administrative matters, rather than board policy. On these items, the board should normally accept the views of its administrative staff. If the administration says it can administer the schools effectively, pursuant to an administrative policy that is also acceptable to the teachers, the board should be extremely cautious in rejecting such a policy. It is important to avoid mix-ups over what is "administrative" policy and what is "board" policy. The superintendent should have the freedom to make the decision as to whether it is necessary to discuss an item with the board before the negotiating team discusses it with teachers. The majority of superintendents know their boards and policies well enough to make such decisions.

The board should be given a complete list of the teachers' demands, and any board member should feel free to raise questions about any item. From a practical point of view, the ultimate decision as to whether an item involves board policy or administrative policy must lie with the board. The board may unwisely wish to become involved in many matters which should be left to administrative discretion, however, that is the board's prerogative.

The chief negotiator for administration shall solicit views from his team but shall not be bound by any ratio of support.[9] The chief negotiator should solicit views from his team and attempt to obtain a unified management position, but he should not be bound to any ratio of support. Ordinarily, the chief negotiator would be unwise to negotiate a clause strongly opposed by most of his team, but this is necessary in

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[9]Myron Lieberman. "'Negotiations' with Members of Your Own Team." School Management, 15:10, 1974.

some situations.

Disagreements within, rather than between, bargaining teams can be one of the greatest difficulties of collective negotiations. Every experienced negotiator--whether for management or the teachers--can cite cases where the disagreements within his team were more difficult to resolve than the disagreements between the two teams.

Administrative negotiators may not be aware of the internal conflicts or of their intensity, particularly if there is good discipline on the teacher negotiating team. For both sides, it pays not to let the other side know about internal divisions. These divisions can often be exploited by a skillful adversary.

Negotiations shall be conducted in a cheerful, comfortable, well-maintained room.[10] The meeting room is an important factor in the negotiating process. A comfortable, quiet, well-lighted room with a table large enough to seat all participants is required. Comfortable chairs are important to guard against fatigue in those long sessions, however, the chairs should not be too comfortable as it is necessary to have a wide-awake group. Private anterooms nearby for caucusing are helpful. A dignified, business-like room is an asset in setting the tone of the meetings. Access to information is also advantageous. For this reason, a room in the central office or a school building in the system is usually desirable. If the location may affect or prejudice the outcome of the efforts, a neutral area such as a nearby hotel or motel, YMCA, or lodge which is mutually satisfactory may be chosen. This may also

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[10]Richard Zweiback. "What You Should Know About Tall Demands and Arbitration." Nation's Schools, 92:20, 1973.

have the virtue of removing bargainers from routine interruptions. The cost for such a room could be jointly shared. Whatever the arrangement, it should be agreed on ahead of time.

School officials shall have the privilege to continue to establish policies during negotiations.[11] School officials must be able to continue to establish policies without having to bargain about each decision. The administrative negotiating team should not agree to a "kitchen sink" working conditions clause. A limited number of school boards have agreed not to change any school district policies, rules, regulations or procedures without first allowing the union to review the proposed changes and to negotiate areas of disagreement. A clause such as that gives to a private body, the teacher's organization, virtual veto power over any change in local public educational policy or practice.

Negotiating the Agreement

The school district's administrative negotiation team and the teacher's bargaining team must develop basic rules for the conduct of the negotiation sessions prior to beginning negotiating. The initial action in negotiation is the exchange of lists of demands of both negotiating teams. When the teacher demands are received, the administrative negotiation team should analyze them thoroughly. Such questions as how much it will cost the school district to implement the demands and what legal and budgetary effects will the teachers' demands have on the school district's long term and short term responsibility to carry out its

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[11]John Pagen. "Michigan Learned These Seven Bargaining Lessons--The Hard Way." American School Board Journal, 162:37, 1975.

functions must be considered. In preparing the response to the teacher demands, the district's negotiating team must consider the reasons for the teacher proposals and what arguments the teacher negotiators will use to support their demands.

From the answer to such questions, school district officials may determine (a) what item the teachers will be willing to concede; (b) which demands have priority; and (c) what are underlying problems in teacher demands? Teacher bargaining units may use the "laundry list" technique. The skilled negotiator must discern those demands which are "substantive" and those which are primarily submitted purely as ammunition for future disclaimer. By asking too much, frequently the teacher bargaining team hopes to bargain to an acceptable and realistic level of benefits.

At the first session at the table, lists of demands will be exchanged. The employee group should be requested to explain each of its demands and school district officials will ask clarifying-type questions. At the second session, the administrative negotiating team will explain school district proposals.

After these two segments have been completed, usually at the third session, the two sides start to actively participate in negotiation sessions. A complete record should be kept of all proceedings. The school district officials should take their own minutes. Generally, taping should not be permitted unless both sides agree in advance on how and when such records may be used. The administration negotiation team must make it very clear that all points of agreements are tentative until the final and complete agreement is accepted by official action of both the school district and the teacher's bargaining unit. Formal ratification

procedures and time span allowed should be agreed upon by both parties, in advance.[12]

The term "good faith bargaining"--shall mean--meeting at reasonable times and discussing proposals and counter-proposals with an open mind in an attempt to reach agreement.[13] Bargaining in good faith under most collective bargaining laws requires representatives of the administration and the teachers to meet at reasonable times and to confer in good faith on subjects considered negotiable in that particular jurisdiction. Mandatory subjects for bargaining, in most states, are wages, hours, and other terms and conditions of employment. Neither party is required to agree to a proposal or make a concession. It is not permissible to reach an impasse when only voluntary subjects remain to be bargained.

If a judge or state labor agency were to review the bargaining to determine if it had been conducted in good faith, he would raise these questions:

1. Have there been fruitless marathon discussions after a frank statement of one side's position was made? (Participation in such discussions is not required.)

2. Have the proposals been sincerely discussed?

3. Have there been regular meetings as well as allowances for reasonable delays?

4. Have there been withdrawals of concessions? (Not permitted usually, though proposals can be rearranged.)

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[12]Kohler and Hill. "Strategies of Successful School Negotiations," pp. 66-76.

[13]Richard Zweiback. "Better Bargaining." Nation's Schools, 93:22, 1974.

5. Have there been unilateral actions on mandatory subjects of bargaining? (Not permitted.)

6. Have the parties made an effort to stay within the guidelines of good faith requirements?

In the event the school administration's good faith efforts are questioned, the written records kept by the administrative negotiating team on the discussion of bargained items will be invaluable.

The administration negotiation team shall require specific justification for each teacher proposal.[14] The administrative bargaining team should insist upon specific justification for each teacher proposal. In this way, the administrative negotiators can usually observe, rather quickly, the teacher proposals copied from other agreements and those which grow out of genuine needs in the local system.

The administration negotiation team shall not be required to offer counter-proposals to each teacher proposal.[15] It is assumed by some individuals that the board has to make some kind of counter-proposal for each teacher proposal, or it is not negotiating in good faith. An administrative negotiating team is not obligated to offer counter-proposals to each teacher proposal. Whether the administrative negotiating team offers any concession to teachers on a particular demand depends on the demand and the circumstances. If the demand clearly has no merit or genuine support, and is made simply as a throwaway item, it should be rejected without concession or counter-proposal.

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[14]Myron Lieberman. "The Art of the Quid Pro Quo." School Management, 13:39, 1969.

[15]Ibid., 38-39.

The negotiating teams shall not be obligated to agree to any proposal or to make any concession.[16] In bargaining with teachers, it is important to understand the basic rationale underlying the entire process. That rationale is not--as some administrators erroneously assume--that the parties are required to reach agreement. The parties are not obligated to agree to any proposal or to make any concession. Instead, they are obligated only to make a good faith effort to reach agreement on terms and conditions of employment. The assumption is that, if such an effort is made, an agreement will be reached. The principal implications of this rationale are frequently misunderstood by both parties in negotiations.

Teacher demands which have some merit may be rejected for good reason. Negotiators for the board can expect to receive some teacher demands which the teacher negotiators don't even support. This is particularly true where teachers are represented by a full-time, paid leader. Such a leader may find it politically difficult to tell the teachers that some of their demands have no merit--better to submit all the teachers' demands and let the board negotiators be responsible for rejecting the unacceptable items. Regardless, it is unwise to become overly concerned by unreasonable teacher demands--or to make concessions in response to them.

The written agreement shall be in simple, clear language of the minimum wordage to enhance understanding by the parties of the agreement.[17] The administrative negotiating team should insure that the

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[16]Lieberman, pp. 38-39.

[17]Anthony V. Rago. "How to Bargain in a Small School System." American School Board Journal, 165:42, 1978.

agreement language is clear. In a small school system--because the team feels that it knows the problems intimately--administrative negotiators may be tempted to settle on a contract that indicates only the general sense of the agreement. This is a bad practice which will surface through the grievance procedure. If the lines of responsibility are clearly drawn, and if the school board attorney has reviewed the agreement language, some of the disagreements over language will be avoided. Most negotiation experts warn administrators and boards of education that they should be careful in writing the agreement. As one put it, "remember, in an agreement, it's not what you mean--it's what you said!"

Bargaining shall take account of state legislation affecting salaries, retirement, health insurance, sick leave, and other fringe benefits.[18] Teacher bargaining must take account of state legislation affecting teacher salaries, retirement, health insurance, sick leave, and other fringe benefits. Boards of education do not have many of the privileges of employers in the private sector to negotiate a collective agreement. Boards of education often have to seek funds from a municipal government, and provide public hearings to ratify the negotiated agreement. Teachers are covered by a variety of legislative acts relating to the number of hours worked during a teacher's day, the length of the school year, and other aspects of the operations of an educational program. A negotiated agreement must have been developed after careful consideration of all these important factors.

The negotiated agreement shall not include a "maintenance of

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[18]Myron Lieberman. "The Real Differences Between Public and Private Negotiations." School Management, 15:4, 1971.

standards" clause.[19] A typical example of a "maintenance clause" taken from a teacher agreement follows:

> All conditions of employment, including teaching hours, extra compensation for duties outside regular teaching hours, relief periods, leaves, and general teaching conditions shall be maintained at not less than the highest minimum standard in effect in the district at the time this agreement is signed, provided that such conditions shall be improved for the benefit of teachers as required by the express provisions of this agreement.

The effect of this type of clause can result in various problems. A potential grievance may be raised at any time that any teacher or the teacher organization decides a "general teaching condition" is maintained at not less than the highest minimum standard in effect in the district at the time the agreement was signed. It is obvious why maintenance of standards clause should be excluded from the agreement.

The negotiated agreement shall include a "management rights" clause.[20] The first line of defense for a school board negotiating team is a "management rights" clause. Administrative negotiating teams should not settle for a clause that simply says the board retains all the management rights it has under state and federal laws. Those rights are already delegated to school boards. The rights to hire, fire, demote, transfer, discipline, establish curriculum and select textbooks should be clearly stated. The teacher organization will not readily admit that the school board has such authority, however, the teachers will recognize the board's power if they desire to maintain their own credibility.

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[19]Pagen. "Michigan Learned These Seven Bargaining Lessons--The Hard Way," p. 37.

[20]Raymond G. Glime. "How to Use Collective Bargaining to INCREASE Your Board's Authority." American School Board Journal, 165:46, 1978.

The management rights clause is crucial because it establishes the framework for the negotiated agreement. It says, in effect, that the board reserves all rights specified except those negotiated by collective bargaining agreements. For years, courts and arbitrators have ruled that what was not specifically set forth in a negotiated agreement was retained by management as part of its exclusive rights and prerogatives. This is no longer true.

Arbitrators now commonly hold that, unless management specifically retains its right via a provision, in the agreement, management is required to bargain for these changes. The management rights clause is probably the most important demand the school board can make upon a teaching staff. The administrative negotiators should negotiate an agreement with teachers which clearly acknowledges who is the employer and who is the employee.

Staff reductions shall not be included in the negotiated agreement.[21] Management negotiators should not initiate negotiations over staff reductions. The criterion to be followed in implementing staff reductions should be maintained as board policy outside the negotiated agreement.

In many districts, enrollments have stopped increasing, or have even begun to decrease. Voter resistance to school taxes has increased dramatically, so that many districts are being forced to reduce staff despite an increase in enrollment. Fewer teachers are leaving the profession due to the scarcity of job openings. This means that staff

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[21]Myron Lieberman. "As Teacher Organizations Insist on Job Security Clauses, Management is Well Advised to Do Its Pre-bargaining Homework." School Management, 16:16, 1972.

reductions often cannot be implemented through attrition. On the other hand, the expanding teacher surplus has influenced many teachers to continue in positions from which they would have resigned in the days when teaching positions were available just about anywhere. Layoffs or the possibility of layoffs are a problem in a growing number of school districts.

The teacher negotiating team, like the administrative negotiators generally, will be dominated by the need to satisfy the most experienced employees. Such employees are likely to put their own job security ahead of other considerations. They may even give higher priority to their own job security and salary increases than to jobs for new teachers. The bargaining agent may stress benefits for those already employed, or those who have been employed for a substantial period of time, over benefits for those not employed or employed in the bargaining unit for only a short period of time. Teachers who are not already employed may desperately wish for a share-the-work attitude among their colleagues who already have jobs, but those out of work may have little influence at the bargaining table. If unemployed teachers are members of the negotiating organization, they will be able to vote on ratification of the proposed agreement, and their potential influence at this point may have effect on the teacher negotiating team.

Generally speaking, however, negotiations are conducted for the benefit of the in's, not the out's. As a matter of fact, school management may find itself more favorably disposed to spreading the work--at the cost of some benefits to senior members of the bargaining unit--than is the teacher negotiating team. This is especially likely where management does not want to lose some excellent teachers who would be

laid off as a result of policies which overemphasize benefits and protection for teachers with the most seniority. As with many other issues, a careful analysis of the employment history of the teachers in the bargaining unit may provide management with essential clues to organizational strategy and objectives at the bargaining table. In the last analysis, however, management must decide how it should implement needed staff reductions and bargain hard for its position during negotiations.

The definition of a grievance shall be limited to mean--"Alleged violation of the agreement."[22] Administrative negotiating teams should limit the definition of a grievance to "alleged violations of the agreement." Teacher organizations often attempt to broaden the definition to include alleged violations of fair treatment and misapplication of board policy or practice. If a school board agrees to the expanded definition, virtually everything that takes place in the district can be subject to grievance. Therefore, it is suggested that the administrative negotiating team's clause should read a grievance shall mean "a complaint that has been an alleged violation, misinterpretation, or misapplication of any negotiated provision of the agreement."

Another primary concern of a grievance is the time limit for the various steps in the procedure for filing grievances. The agreement should fix a specific number of days beyond which a grievance cannot be filed (preferably ten days from the time of the alleged violation). Without this provision, grievances could be filed months or perhaps years after the violation supposedly occurred.

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[22]Raymond G. Glime. "How to Write a Grievance Clause That Gives Your Board a Fighting Chance." American School Board Journal, 159:27-30, 1972.

Teacher organizations tell us that grievance resolution machinery is necessary because of a lack of communication and little understanding by school boards of their employment conditions. A good grievance procedure is, after all, one in which communication channels are clear and where each side can present its case in an orderly atmosphere of respect for the other side and for the process.

Following is a clause that was negotiated into a teacher contract which contains numerous pitfalls:

> Any teacher, group of teachers or the association believing that there has been a violation, misinterpretation, or misapplication of any existing rule, order or regulation of the board, or any other provision of law (except a statute specifically establishing a procedure for redress) relating to wages, hours, terms or conditions of employment, may file a written grievance with the board or its designated representative.

The grievance clause above permits grievances over virtually everything--including any rule, order, or regulation of the school board relating to wages, hours, terms or conditions of employment. If the administrative negotiating team agrees to a clause as described above, the board and administration will be inviting an endless parade of nuisance grievances that can be put forth by the association for whatever reason it likes.

One of the best ways to increase board authority is to decrease association authority, and the grievance clause of the contract is the most fertile place to start. The grievance clause is a vehicle the association most commonly uses to enforce a contract, so a board of education should be careful in its definition of grievance.

Peer evaluation shall not be a part of the negotiated agreement.[23]

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[23]Myron Lieberman. "Should Teachers Evaluate Others Teachers?" School Management, 16:4, 1972.

Management negotiators are frequently confronted by teacher proposals for "peer evaluation." The teacher negotiators typically assert their principals, supervisors, and chairmen have done a poor job of evaluation. The teachers express the thought that they wish to help the probationary teachers because teachers are more receptive to suggestions from other teachers than from management personnel. Teachers suggest that since the purpose of evaluation is to improve teaching, it would be better for everyone involved to have an experienced teacher conduct the evaluation.

At first glance, such suggestions seem attractive to administrators. It seems especially attractive if the organization has been vigorously contesting management evaluations and personnel actions based thereon. The prospect of having the teacher organization and/or teachers assist management in the unpleasant task of evaluation has obvious appeal to beleaguered management. Nevertheless, the situation should be avoided.

If teacher organizations propose peer evaluation, management ought to reject it. Peer evaluation ought to be rejected as part of the process by which the administration decides whether to retain a teacher. Evaluation is really management's responsibility. When management abdicates this function, the outcomes are likely to be negative for everyone.

Seniority in promotions shall not become a contractual obligation.[24] Seniority may be defined as a system of employment preference based on length of service. It can apply to promotions, transfer, summer employment, extra-curricular assignments, sabbatical leave, and many other areas

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[24]Myron Lieberman. "Seniority in Collective Negotiations." School Management, 14:8, 1970.

of teacher welfare involving administrative discretion. Seniority is one of the most common issues in collective negotiations. It is also one of the most sensitive. For this reason, proposals relating to it should be negotiated with great care.

Although school districts are not as susceptible as private employment to fluctuations in the work force, school administration is virtually certain to receive proposals calling for the application of seniority. It may be proposed for promotions, or preference in granting sabbatical leave may be proposed on the basis of length of service. Teachers may propose that preference in transfers be based upon length of service. Still another common proposal is that preference in summer employment or for compensated work in extra-curricular activities be based upon seniority.

The desirability and the impact of seniority vary widely, depending upon the issue involved. It is a good practice for administrative negotiating teams to avoid obligation to recognize seniority in promotions. Management's right--and need--to employ the best people, regardless of whether they are in or out of the district, is a very crucial matter. Administration should make sure that its teachers know that they are respected and appreciated for prior service.

The negotiated agreement shall include a "no-strike" clause.[25] The right of public employees to organize and to bargain collectively has begun to be recognized only in recent years, and the unions and associations are eager to exercise their new power and to test its limit. Hence, there have been a large number of strikes in the public sector and

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[25]Richard Zweiback. "What You Should Know About Writing Contract Clauses." Nation's Schools, 93:10, 1974.

such strikes will continue for a while. Negotiating a no-strike provision into the board agreement permits the board to broaden the legislature's definition of a strike and permits the board to impose additional sanctions on employees and unions/associations.

Even in states where teacher strikes are illegal, no-strike clauses provide additional protection for the employer. They are part of an agreement voluntarily signed by both negotiating parties and, if violated, would be grounds for a breach of contract suit.

Following is a no-strike clause which should be included in the negotiated agreement:

> The association will not cause or permit its members to cause, nor will any member of the association take part in any sitdown, stay-in or slowdown affecting any attendance center operated by the board or any curtailment of work or restriction of services or interference with the operations of the board in any manner in those areas affecting teacher responsibility. The association will not support the action of any teacher taken in violation of this article nor will it directly or indirectly take reprisals of any kind against a teacher who continues or attempts to continue the full, faithful and proper performance of his contractual duties and obligations or who refuses to participate in any of the activities prohibited by this article.

The school board shall have the right to discipline, including discharge, any teacher for taking part in any violation of this provision. In addition, any teacher or teachers violating this provision may be held liable by the board for any and all damages, injuries, and cost incurred. Prior to the taking of disciplinary or other action enumerated herein, the board should notify the teacher organization of its intentions and may also consult with the teacher organization in connection therewith. It is expected the teacher organization will act to discipline its members pursuant to disciplinary procedures within the teacher organization constitution and/or bylaws. In the event the teacher organization does

not adhere to or abide by this provision, it should be liable for any and all damages, injuries, and cost incurred by the board.

The chief negotiators shall initial and date each statement to which the team agrees.[26] A method should be adopted for indicating formal agreement by both sides of the negotiating table. An easy way is for the two chief negotiators to initial and date each statement to which his team agrees. Copies should be reproduced immediately and given to every member at the table. The official or original copy is usually kept by a school administrator, who later is directed to have the whole document retyped.

Before he agrees "officially" to anything, major or minor, the chief negotiator who respects the role of his team members--and wants to avert trouble for himself--should caucus whenever necessary to hear their opinions and their points of view. The game of bargaining is a touch too tricky to be played without taking advantage of the strengths of each team member.

In bargaining, negotiators should not assume. Negotiations should never be conducted on the basis of inaccurate information, and agreement on an issue should never be made when the only basis is an assumption. Nothing less than precise facts will do when the results of a decision easily can have life-long effects.

No statement should be signed and dated until it reflects exactly what is intended. Written expression has a way of leaving loop holes and vagaries in the content. Negotiators should be careful to write any

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[26]Koerner and Parker. "How to Play for Keeps at the Bargaining Table," p. 22.

statement, no matter how minor the subject, and shouldn't hesitate to insist on rewriting until the exact meaning is clear and precise. Ambiguities cause no end of troubles for school districts. Once agreement is made, reneging should be avoided at all costs. Only if there is serious reason, such as inconsistencies with later clauses and articles, should negotiation be reopened on any issue.

Arbitrators shall not be permitted to interpret questions of law.[27] The power of arbitrators should be limited in contract disputes. The arbitrators should be confined within the four corners of the contract and he should not be permitted to interpret questions of law. It would be well for the administration to permit the association to sue over violations of law if necessary. The lawsuit remedy is considerably better for boards than the arbitration remedy. Courts are prepared to deal with questions of law, and if the board disagrees with the court, its rights of appeal are clear. If the board disagrees with the arbitrator, however, its rights of appeal are unclear. Since there is no defined appeal procedure, the board is likely to end up in court anyway, so it may as well exclude arbitrators from deciding questions of law--those should be left to the judge. Courts are reluctant to interfere with an arbitrator's award unless the arbitrator clearly exceeds his authority or there is fraud or collusion (all of which are difficult to prove). Even if the arbitrator misinterprets the law, the court usually will not set aside his decision.

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[27]Glime. "How to Use Collective Bargaining to INCREASE Your Board's Authority," p. 46.

Administering the Negotiated Agreement

Collective bargaining is an adversary process, but the adversaries must live together after agreement has been reached. Careful contract administration is vital. In collective negotiations, the adversaries are defining their continuing relationships for a considerable period of time. They are also setting the stage for future negotiations. These facts affect the substance of the contract. They also suggest that the contractual relationships between the parties must be viewed as an integral part of the negotiating process itself.

In thinking about collective negotiations, most school administrators are chiefly concerned about the negotiating process and the collective agreement itself. This is only natural. The process is still relatively new, and the administration's stake is very high. The administrator's ability to administer his district depends partly on his effectiveness as a negotiator. Indeed, his very job may depend upon how effectively he manages negotiations and on the kind of contract he negotiates.

A press conference shall be called by management immediately after agreement is reached.[28] The negotiation process is likely to have exacerbated teacher-board relationships in several ways. The parties may have accused each other of failure to negotiate in good faith. To get more money, the teacher organization may have launched a campaign to convince everyone that the administration is not competent in financial matters. To eliminate administrative discretion that had to be exercised

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[28]Myron Lieberman. "Administering Your Contract with Teachers." School Management, 13:8, 1969.

contrary to teacher wishes, the organization may have portrayed the administration as arbitrary, capricious, and incompetent. In short, to obtain concessions, the teachers have to make a case. To make a case, they typically try to dramatize administrative shortcomings. As a result, verbal exchanges between negotiators during bargaining tend to jeopardize relationships after an agreement is reached.

It is usually wise to defuse the atmosphere as quickly as possible after contract agreement has been reached. This can be done by a press conference or some other use of the mass media to announce the agreement. Management should state how happy it is to have the agreement. It should say whatever good things it can about the teacher negotiators--how tough they were, how vigorously they fought for teachers, and so on. It is usually good practice to do this, regardless of how many times the parties have negotiated a contract. The teacher negotiators can always profit from such statements from management, and this works to management's advantage.

Administration shall be responsible for interpreting and enforcing the initial negotiated agreement.[29] The most crucial aspect of contract administration is a clear understanding of the fact that the administration is initially responsible for interpreting and enforcing the contract. For example, the contract may provide that, except in case of emergency, no teacher will be required to cover the classes of absent teachers. Administrators frequently react by asking: "Who decides what's an emergency?" Or, the contract may provide that seniority shall prevail in promotions only when the candidates are "substantially equal" in

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[29]Lieberman, p. 16.

qualifications. A common administrative reaction is: "Who decides when the qualifications are substantially equal?"

In these situations, the administration decides the matter, initially. If the teachers believe that the administration is violating the agreement (e.g., by requiring teachers to cover classes of other teachers when there is no emergency, or by failing to promote the most senior of two candidates with substantially equal qualifications), the teachers have recourse through the grievance procedure.

Teachers should not be permitted to impose their interpretation on the administration or get it accepted in any other way. Administrators should remember that they can take whatever action is not prohibited by the agreement. When the teachers protest that administration interpretation of contract language is incorrect, the administration still has the right to take the action based upon its interpretation. If the teachers feel strongly that such action is a violation of the contract, they can and should have recourse to the grievance procedure.

Administrators who fail to recognize that contract interpretation and administration is, first and foremost, an administrative responsibility are headed for co-management of their school district. Co-management is likely to be a disaster, regardless of the rhetoric about "shared authority" and "professional participation." A good collective contract does not alter the situation whereby teachers teach--and administrators administer.

The administrative and supervisory staff shall be apprised of the contents of the negotiated agreement immediately after settlement.[30] One

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[30]Lieberman, p. 8.

of the first steps after the agreement has been negotiated is to distribute copies of it to all supervisory and administrative personnel. This should be done as soon as possible, without waiting for copies made by a printer. Superintendents shouldn't forget that principals, chairmen, and supervisors must administer the agreement, even though they are not on the negotiating team. Thus, no matter how good a school system's communications, most of the administrative and supervisory staff will need clarification of the agreement as it finally emerges.

There shall be one person at the central office level assigned the responsibility for contract interpretation and administration.[31] It is important to centralize over-all administrative responsibility for contract interpretation and administration. There should be one person, at the central office level, to whom other central office personnel, as well as principals and supervisors, can turn for assistance and direction in these matters. This person should also be responsible for maintaining a continual record of facts and figures bearing upon the impact of the contract. Prompt analysis of the new contract with the administrative staff can minimize problems.

Ideally, clarification of the negotiated agreement should be the responsibility of the board's chief negotiator. This person should be able to explain, clearly, the implications of the contract at the individual school building level. He should anticipate teacher reactions and possible challenges to management's interpretation of the agreement.

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[31]Lieberman, p. 12.

The negotiated agreement shall be monitored by administration.[32] The school board, administration, and taxpayers have a measure of tranquility in store for them when the administration monitors the negotiated agreement between the board and teachers. This new-found quietude is a direct result of avoiding assorted hassles and litigation that can cost the school district dearly in terms of money. When the school managers keep tabs on contract performance, the next round of bargaining is likely to be a lot less painful.

When a school board enters initially into collective bargaining with teachers, most of the attention focuses on the negotiating process. Over a period of time, however, the association and the school board learn that contracts must be interpreted and implemented. Contracts must be renegotiated. Thus, bargaining becomes a continuous process in which each phase should be related to the one before it and the one after it.

Teachers use the grievance procedure to monitor contract performance. Generally, an association representative is assigned to each school; he functions as a crying towel--the person to whom teachers tell their troubles. Sometimes the grievance representative can take teacher complaints straight to the school principal. Other times he must obtain permission from a districtwide grievance committee before involving school management.

Grievance representatives are the association's operatives in the schools. That means they must keep association officials advised of teacher attitudes and teachers informed of association programs. They

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[32]Myron Lieberman. "How to Monitor the Contract You Bargain." American School Board Journal, 163:27-29, 1976.

meet with new teachers, explain provisions of the contract, and emphasize that association assistance is available when needed.

Because the processing of grievances is the main function of these representatives, they typically are thoroughly familiar with the language and interpretations of the contract. In many teacher associations, the individual school grievance representatives hold regular meetings to pool information on management practices, decide how to handle questionable complaints, and determine the nature of contract changes to be sought during the next round of bargaining.

Contract monitoring is close to the association's heart. Indeed, when bargaining is not actually under way, monitoring contract performance through the grievance procedure is the association's most important task. Continued employment of association staff members, after all, may well depend on how effectively contract monitoring is carried out. Clearly, the school district management cannot afford to take monitoring any less seriously.

A way for the administration to monitor a teacher contract is to develop a list of pertinent questions about the association agreement or management practice, or both. Following are some questions which the checklist should include:

1. Can the school system assign teachers as needed to duties outside their routine workday?

2. Can the system introduce, change or discontinue educational programs without risking an association veto?

3. Can the school administration evaluate teachers effectively and take appropriate action on each of those evaluations?

Such questions, to be sure, are best presented during the negotiation

process. When this is impossible, some benefit still may accrue from subsequent dissemination of the checklist to management and supervisory personnel; it may elicit information that is not evident from an analysis of grievances.

Next, three more questions--these for board members to ask themselves:

1. Are your principals aware of the precise extent of their authority under the teacher contract?

2. Do principals seek approval from grievance representatives before acting on certain provisions of the teacher contract?

3. Are board policies and regulations that affect contract administration explained thoroughly to middle management in the system?

Monitoring is a feedback process. School board members and school administrators must be able to identify potential problem areas in order to take timely remedial action. In small school districts, little or no formal structure may be required to accomplish this. In larger districts, responsibility for contract monitoring should be delegated clearly. The school board's chief negotiator is the best candidate for this assignment. The negotiator is the one who needs monitoring information at his fingertips when he sits down at the bargaining table. Regardless of who takes charge of contract monitoring, an effective school board will demand that someone does.

Summary

Thirty professional negotiation criteria which can be utilized by Tennessee public school superintendents, selected from five education journals--American School Board Journal; American School and University;

Nation's Schools; School Management; and The School Administrator, were discussed in this chapter. The criteria were listed in the categories of (1) Preparing for Negotiations, (2) Negotiating the Agreement, and (3) Administering the Negotiated Agreement.

Category one, Preparing for Negotiations, included ten criteria. The criteria were: School board members shall not serve as members of the negotiating team; Superintendents shall not serve as members of the negotiating team; The management negotiating team shall be composed of three to five members; The administrative staff, or no segment thereof, shall elect members of the administrative negotiating team; The administrative negotiating team shall be headed by an individual who reports directly to the superintendent; The chief negotiator for administration shall be the person who speaks and bargains with the teacher team; Those who negotiate for management shall have the authority to make concessions and to agree to policy changes; The chief negotiator for administration shall solicit views from his team but shall not be bound by any ratio of support; Negotiations shall be conducted in a cheerful, comfortable, well-maintained room; and School officials shall have the privilege to continue to establish policies during negotiations.

Category two, Negotiating the Agreement, included fifteen criteria. The criteria were: The term "good faith bargaining"--shall mean meeting at reasonable times and discussing proposals and counter-proposals with an open mind in an attempt to reach agreement; The administrative negotiation team shall require specific justification for each teacher proposal; The administration negotiation team shall not be required to offer counter-proposals to each teacher proposal; The negotiating teams

shall not be obligated to agree to any proposal or to make any concession; The written agreement shall be in simple, clear language of the minimum wordage to enhance understanding of the parties of the agreement; Bargaining shall take account of state legislation affecting salaries, retirement, health insurance, sick leave and other fringe benefits; The negotiated agreement shall not include a "maintenance of standards" clause; The negotiated agreement shall not be included in the negotiated agreement; The definition of a grievance shall be limited to mean--"alleged violation of the agreement"; Peer evaluation shall not be a part of the negotiated agreement; Seniority in promotions shall not become an obligation in the negotiated agreement; The negotiated agreement shall include a "no-strike" clause; The chief negotiators shall initial and date each statement to which the teams agree; and Arbitrators shall not be permitted to interpret questions of law.

Category three, Administering the Negotiated Agreement, included five criteria. The criteria were: A press conference shall be called by management immediately after agreement is reached; Administration shall be responsible for interpreting and enforcing the initial negotiated agreement; The administrative and supervisory staff shall be apprised of the contents of the negotiated agreement immediately after settlement; There shall be one person at the central office assigned to the responsibility for contract interpretation and administration; and The negotiated agreement shall be monitored by administration.

An attempt was made to present selected professional negotiation criteria in this chapter that encompassed the major aspects of collective bargaining. It should be recognized that the criteria presented

were not intended to be all inclusive, but were to serve as general guidelines for Tennessee public school administrators in the negotiation process.

Chapter 4

METHODS AND PROCEDURES

Introduction

The objectives of this investigation were to (1) identify criteria for use by public school administrators and their staff in conducting matters pertaining to professional negotiations, and (2) analyze opinions of Tennessee public school superintendents toward selected professional negotiations criteria.

The first objective of this study was realized by the selection of thirty specific criteria for the conduct of professional negotiations from an analysis of articles from five education journals--American School Board Journal, American School and University, Nation's Schools, School Management, and The School Administrator. The criteria were identified on the basis of an analysis of articles published in the selected journals during the period from January, 1968 through December, 1978. This is reported in Chapter three.

The second objective of this study was achieved by establishing a six-member jury of professional negotiations specialists composed of three negotiators for school boards, two state school board professional negotiations consultants, and one college professor whose primary instructional area was professional negotiations. The jury selected ten criteria from the list of thirty identified in Chapter three which they considered the most important. (See Appendix E). The ten criteria were

incorporated into a questionnaire, Appendix H, and submitted to Tennessee public school superintendents for their reaction.

Statistical relationships were analyzed from the opinions of Tennessee public school superintendents toward the ten professional negotiations criteria and the variables of (1) age, (2) length of time served in present position, (3) level of formal education, (4) length of time since last involvement in a professional negotiations activity, (5) number of professional journals read monthly, (6) school district enrollment, (7) school district per-pupil expenditure, (8) method of selecting superintendent, and (9) type of school district.

Hypotheses

Hypothesis 1. No significant statistical relationship existed between the age and the relative importance Tennessee public school superintendents assign selected criteria for the conduct of professional negotiations.

Hypothesis 2. No significant statistical relationship existed between the length of time served in their present positions and the relative importance Tennessee public school superintendents assign selected criteria for the conduct of professional negotiations.

Hypothesis 3. No significant statistical relationship existed between the level of formal education and the relative importance Tennessee public school superintendents assign selected criteria for the conduct of professional negotiations.

Hypothesis 4. No significant statistical relationship existed between the length of time since last involved in a professional negotiations activity and the relative importance Tennessee public school

superintendents assign selected criteria for the conduct of professional negotiations.

Hypothesis 5. No significant statistical relationship existed between the number of professional journals read monthly and the relative importance Tennessee public school superintendents assign selected criteria for the conduct of professional negotiations.

Hypothesis 6. No significant statistical relationship existed between the school district enrollment and the relative importance Tennessee public school superintendents assign selected criteria for the conduct of professional negotiations.

Hypothesis 7. No significant statistical relationship existed between school district per-pupil expenditure and the relative importance Tennessee public school superintendents assign selected criteria for the conduct of professional negotiations.

Hypothesis 8. No significant statistical relationship existed between the method of selection and the relative importance Tennessee public school superintendents assign selected criteria for the conduct of professional negotiations.

Hypothesis 9. No significant statistical relationship existed between the type of school district and the relative importance Tennessee public school superintendents assign selected criteria for the conduct of professional negotiations.

The Instrument

The data for the study were collected by using a two part instrument for collecting the data (see Appendix H). Part One included the questions related to the personal characteristics of each superintendent.

The characteristics were selected on the basis of: (1) findings of previous studies, and (2) the judgment of the investigator.

Part Two included ten selected professional negotiations criteria which were selected by the jury of specialists. Tennessee public school superintendents were requested to rank the ten professional negotiations criteria with regard to their importance on a one-ten basis with number one most important and number ten least important. The ten professional negotiations criteria selected for inclusion in Part Two of the instrument were as follows: (1) Arbitrators shall not be permitted to interpret questions of law; (2) The administration negotiation team shall not be required to offer counter-proposals to each teacher proposal; (3) The chief negotiator for administration shall be the person who speaks and bargains with the teacher team; (4) School board members shall not serve as members of the negotiating team; (5) The negotiated agreement shall not include a "maintenance of standards" clause; (6) The administrative negotiation team shall require specific justification for each teacher proposal; (7) The written agreement shall be in simple, clear language of the minimum wordage to enhance understanding of the parties of the agreement; (8) The administrative negotiating team shall be headed by an individual who reports directly to the superintendent; (9) The definition of a grievance shall be limited to mean--"alleged violation of the agreement"; and (10) The term "good faith bargaining"--shall mean meeting at reasonable times and discussing proposals and counter-proposals with an open mind in an attempt to reach agreement. A summary of the selections by jury members and a copy of the letter requesting the selection of professional negotiations criteria by professional negotiations specialists may be found in Appendices D and E.

Data Collection

The data collection instrument was mailed to all public school superintendents in the state of Tennessee March 20, 1979. The group included fifty-three city, town or special district and ninety-five county superintendents. The following were included with the instrument: (1) A letter from Dr. Daniel J. Tollett, Executive Director of Tennessee School Boards Association, addressed to Tennessee public school superintendents requesting their assistance (Appendix F), and (2) A letter from the researcher requesting completion of the data collection instrument, giving directions for completion and instructions for return of the instrument (Appendix G). By April 17, 1979, one hundred eleven (75 per cent) Tennessee public school superintendents had returned the data collection instrument. One other questionnaire was returned after that date and was not included in the study. Two questionnaires were completed inaccurately and could not be included in the statistical analysis. One hundred nine were analyzed.

Data Analysis

The purpose of analyzing the data collected in this study was to determine what relationship existed between independent and dependent variables, or, more specifically, to test the null hypotheses enumerated previously in this chapter. The independent variables included Tennessee public school superintendents' (1) age, (2) length of time in present position, (3) level of formal education, (4) time elapsed since last involvement in professional negotiations activity, (5) number of professional journals read monthly, (6) school district enrollment, (7) school district per-pupil expenditure, (8) method of selection of

superintendent, and (9) type of school district. The dependent variables included ten professional negotiations criteria identified by the jury of specialists.

The statistic chosen to determine what significant relationships existed between independent and dependent variables was chi square, X^2. The chi square statistic was selected for two reasons: (1) it did not require assumptions of normality of population distributions nor measurement more sophisticated than those inherent in categorical or nominal scale information; and (2) it weighed every case in the distribution proportionately to every other case.[1] A .05 level of significance was used as the criterion of statistical significance in testing the hypotheses.

The East Tennessee State University Computer Center was utilized in analyzing the data in this study. Responses to questionnaire items were tabulated in detail. A computer print-out sheet included a matrix of the descriptive data and the percentage distributions in each category are presented in the first nine tables of Chapter five. Tables eleven and twelve include summaries of the relative rankings of the selected professional negotiations criteria as ranked by one hundred nine Tennessee public school superintendents. For the purpose of analyzing the data, the rankings were considered in two categories of high and low importance. The category of high importance consisted of rankings of one through five, and the category of low importance consisted of rankings six through ten.

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[1]W. James Popham and Kenneth A. Sirotnik. Educational Statistics Use and Interpretation. New York: Harper and Row Publishers, 1973, pp. 284-291.

Operational Definitions

The operational definitions are included in the following subdivisions.

Age

With respect to the characteristic of age, the following major hypothesis was tested: No significant statistical relationship existed between the age and the relative importance Tennessee public school superintendents assigned selected criteria for the conduct of professional negotiations. Age was defined operationally as: (1) 21-35 years; (2) 36-50 years; and (3) 51-70 years. Relative importance was defined operationally as high or low ranking as discussed in the previous section of this chapter.

Length of Time Served in Present Position

With respect to the characteristic of length of time served in present position, the following major hypothesis was tested: No significant statistical relationship existed between the length of time served in present position and the relative importance Tennessee public school superintendents assigned selected criteria for the conduct of professional negotiations. Length of time served in present position was defined operationally as: (1) 0-5 years; (2) 6-15 years; and (3) 16 or more years. Relative importance was defined operationally as high or low ranking as discussed in the previous section of this chapter.

Level of Formal Education

With respect to the characteristic of formal education, the following major hypothesis was tested: No significant statistical relationship

existed between the formal education and the relative importance Tennessee public school superintendents assigned selected criteria for the conduct of professional negotiations. Formal education was defined operationally as: (1) Master's Degree; (2) Master's Degree + 45 Quarter Hours; (3) Specialist; and (4) Doctoral Degree. Relative importance was defined operationally as high or low ranking as discussed in the previous section of this chapter.

Time Elapsed Since Last Involvement in Professional Negotiations Activity (College Course, Workshop, Conference, etc.)

With respect to the characteristic of time elapsed since last involvement in professional negotiations activity, the following major hypothesis was tested: No significant statistical relationship existed between the time elapsed since last involvement in professional negotiations activity and the relative importance Tennessee public school superintendents assigned selected criteria for the conduct of professional negotiations. Time elapsed since last involvement in professional negotiations activity was defined operationally as: (1) 0-1 years, (2) 2-4 years; and (3) 5 or more years. Relative importance was defined operationally as high or low ranking as discussed in the previous section of this chapter.

Number of Professional Journals Read Monthly

With respect to the characteristic of number of professional journals read monthly, the following major hypothesis was tested: No significant statistical relationship existed between the number of professional journals read monthly and the relative importance Tennessee public school superintendents assigned selected criteria for the conduct of professional

negotiations. Number of professional journals read monthly was defined operationally as: (1) 0-1; (2) 2-5; and (3) 6 or more. Relative importance was defined operationally as high or low ranking as discussed in the previous section of this chapter.

1978-79 School District Enrollment

With respect to the characteristic of 1978-79 school district enrollment, the following major hypothesis was tested: No significant statistical relationship existed between the 1978-79 school district enrollment and the relative importance Tennessee public school superintendents assigned selected criteria for the conduct of professional negotiations. 1978-79 school district enrollment was defined operationally as: (1) 0-4,999 students; (2) 5,000-14,999 students; and (3) 15,000 or more students. Relative importance was defined operationally as high or low ranking as discussed in the previous section of this chapter.

1978-79 School District Per-Pupil Expenditure

With respect to the characteristic of 1978-79 school district per-pupil expenditure, the following major hypothesis was tested: No significant statistical relationship existed between the 1978-79 school district per-pupil expenditure and the relative importance Tennessee public school superintendents assigned selected criteria for the conduct of professional negotiations. 1978-79 school district per-pupil expenditure was defined operationally as: (1) $0-$999; (2) $1,000-$1,499; and (3) $1,500 or more. Relative importance was defined operationally as high or low ranking as discussed in the previous section of this chapter.

Method of Selection of Superintendent

With respect to the characteristic of selection of superintendent, the following major hypothesis was tested: No significant statistical relationship existed between the method of selection of superintendent and the relative importance Tennessee public school superintendents assigned selected criteria for the conduct of professional negotiations. Method of selection of superintendent was defined operationally as: (1) election by public vote, and (2) appointment by governing body. Relative importance was defined operationally as high or low ranking as discussed in the previous section of this chapter.

Type of School District

With respect to the characteristic of type of school district, the following major hypothesis was tested: No significant statistical relationship existed between the type of school district and the relative importance Tennessee public school superintendents assigned selected criteria for the conduct of professional negotiations. Type of school district was defined operationally as: (1) city, town, or special, and (2) county. Relative importance was defined operationally as high or low ranking as discussed in the previous section of this chapter.

Summary

The methods and procedures used in this study were reported in Chapter four. A questionnaire, consisting of two parts, was sent to 148 Tennessee public school superintendents March 20, 1979. Part One of the questionnaire reflected data on personal characteristics of superintendents, and Part Two consisted of ten professional negotiations criteria

identified by a jury of specialists. Superintendents assigned relative importance to the selected professional negotiations criteria.

Hypotheses were constructed for each of the ten selected professional negotiations criteria as they were related to the nine variables of (1) age; (2) length of time served in present position; (3) level of formal education; (4) time elapsed since last involvement in professional negotiations activity; (5) number of professional journals read monthly; (6) school district enrollment; (7) school district per-pupil expenditure; (8) method of selection of superintendent; and (9) type of school district. The hypotheses were stated in the null.

The collected data were processed and analyzed for statistically significant relationships at the .05 level of confidence using chi square, X^2, testing.

Chapter 5

ANALYSIS OF THE DATA

Introduction

An analysis of the data collected for the study is presented in this chapter. The personal characteristics of Tennessee public school superintendents are presented in the first section of the chapter. The data for the tables were tabulated from the responses of superintendents to questions included in Part One of the instrument. One hundred nine superintendents provided information for the profile of the personal characteristics of Tennessee public school superintendents.

Tennessee public school superintendents' rankings of the selected professional negotiations criteria are presented in the second section of the chapter. The data for the tables in section two were tabulated from the rankings by superintendents of the ten professional negotiations criteria included in Part Two of the instrument. The rankings were based upon the responses from one hundred nine Tennessee public school superintendents.

The relationships between the personal characteristics of Tennessee public school superintendents and the relative importance superintendents assigned selected professional negotiations criteria are reported in the third section of the chapter. To determine relationships, correlations between the personal characteristics and the rankings of selected professional negotiations criteria were calculated. Tables are provided to supplement the textual descriptions.

Personal Characteristics of Tennessee Public School Superintendents

Part One of the questionnaire included nine questions concerning the personal characteristics of Tennessee public school superintendents. Respondents were asked to complete the items in Part One by checking the applicable responses. The personal characteristics of Tennessee public school superintendents were summarized in the following nine subdivisions.

Age

Tennessee public school superintendents were asked to check the age category to which each belonged. An examination of the data showed that eleven (10.09 per cent) superintendents were thirty-five years of age or younger. Forty-five (41.29 per cent) superintendents were over the age of thirty-five and under age fifty-one. Fifty-three (48.62 per cent) of all superintendents were in the age category of fifty-one to seventy years. A summary of the age categories as indicated by Tennessee public school superintendents is contained in Table 1.

Table 1

Age of Tennessee Public School Superintendents

Age Group	Number	Per Cent
21 - 35 years	11	10.09
36 - 50 years	45	41.29
51 - 70	53	48.62
Total	109	100.00

Length of Time Served in Present Position

Tennessee public school superintendents were requested to check one of three categories indicating length of time served in present position. An examination of the data revealed that sixty-three (57.80 per cent) superintendents had served in their present position for five or less years. Thirty-five (32.11 per cent) superintendents had served in their present position six or more years and less than sixteen years. Eleven superintendents had served in their present position for sixteen (10.09 per cent) or more years. A summary of the length of time served in present position as indicated by Tennessee public school superintendents is presented in Table 2.

Table 2

Length of Time Tennessee Public School Superintendents Have Served in Present Position

Time Served in Present Position	Number	Per Cent
0 - 5 years	63	57.80
6 - 15 years	35	32.11
16 or more years	11	10.09
Total	109	100.00

Level of Formal Education

Tennessee public school superintendents were requested to check one of four categories of level of formal education. Eighty-one (74.31 per cent) indicated they held a Master's Degree. Nine (8.26 per cent) superintendents held a Master's Degree and had completed forty-five quarter

hours of additional study. Six (5.51 per cent) superintendents held a Specialist's degree. Thirteen (11.92 per cent) superintendents held a Doctor's degree. The data for level of formal education of Tennessee public school superintendents are summarized in Table 3.

Table 3

Tennessee Public School Superintendents' Level of Formal Education

Level of Formal Education	Number	Per Cent
Master's	81	74.31
Master's + 45 Quarter Hours	9	8.26
Specialist's	6	5.51
Doctor's	13	11.92
Total	109	100.00

Time Elapsed Since Last Involvement in Professional Negotiations Activity

Tennessee public school superintendents were requested to check one of three categories indicating the period of time since last involvement in a professional negotiations activity. Eighty-nine (81.65 per cent) superintendents indicated that it had been one year or less since they were involved in a professional negotiations activity. Seven (6.42 per cent) superintendents had not been involved in a professional negotiations activity for the period of two to four years. Thirteen (11.93 per cent) superintendents indicated it had been five or more years since their last involvement in a professional negotiations activity. The data for time

elapsed since Tennessee public school superintendents' last involvement in a professional negotiations activity are presented in Table 4.

Table 4

Time Elapsed Since Tennessee Public School Superintendents' Last Involvement in Professional Negotiations Activity

Time Elapsed	Number	Per Cent
0 - 1 years	89	81.65
2 - 4 years	7	6.42
5 or more years	13	11.93
Total	109	100.00

Number of Professional Journals Read Monthly

Tennessee public school superintendents were requested to check one of three categories indicating the number of professional journals read monthly. Fourteen (12.84 per cent) superintendents read one or fewer professional journals monthly. The majority of superintendents, seventy-nine (72.48 per cent) read two to five professional journals monthly. Sixteen (14.68 per cent) superintendents read six or more professional journals monthly. The data for the number of professional journals Tennessee public school superintendents read monthly are presented in Table 5.

Table 5

Number of Professional Journals Tennessee Public School Superintendents Read Monthly

Journals Read Monthly	Number	Per Cent
0 - 1	14	12.84
2 - 5	79	72.48
6 or more	16	14.68
Total	109	100.00

School District Enrollment

Tennessee public school superintendents were requested to check one of three categories indicating their school district enrollment. Seventy-four (67.89 per cent) of the superintendents had an enrollment of four thousand nine hundred ninety-nine or fewer. Twenty-eight (25.69 per cent) superintendents had an enrollment of between five thousand and fourteen thousand nine hundred ninety-nine students. Seven (6.42 per cent) superintendents had an enrollment of fifteen thousand or more. The data for school district enrollment of Tennessee public school superintendents are presented in Table 6.

Table 6

Tennessee Public School Superintendents' 1978-79 School District Enrollment

District Enrollment	Number	Per Cent
0 - 4,999	74	67.89
5,000 - 14,999	28	25.69
15,000 or more	7	6.42
Total	109	100.00

School District Per-Pupil Expenditure

Tennessee public school superintendents were requested to check one of three categories of school district per-pupil expenditure. Forty-six (42.20 per cent) superintendents had a per-pupil expenditure of less than one thousand dollars. Fifty-nine (54.13 per cent) superintendents had a per-pupil expenditure of between one thousand and fifteen hundred dollars. Four (3.67 per cent) superintendents had an annual per-pupil expenditure of fifteen hundred dollars or more. The data for school district per-pupil expenditure of Tennessee public school superintendents are presented in Table 7.

Table 7

Tennessee Public School Superintendents' 1978-79 School District Per-Pupil Expenditure

District Per-Pupil Expenditure	Number	Per Cent
$0 - $999	46	42.20
$1,000 - $1,499	59	54.13
$1,500 or more	4	3.67
Total	109	100.00

Method of Selection of Superintendent

Tennessee public school superintendents were requested to indicate whether they were elected by public vote or appointed by a governing body by checking the appropriate category. Fifty-seven (52.29 per cent) superintendents were elected to their position by public vote. Fifty-two (47.71 per cent) superintendents were appointed by a governing body. The data for method of selection of Tennessee public school superintendents are presented in Table 8.

Table 8

Method of Selection of
Tennessee Public School Superintendents

Method of Selection	Number	Per Cent
Election by Public Vote	57	52.29
Appointed by Governing Body	52	47.71
Total	109	100.00

Type of School District

Tennessee public school superintendents were requested to indicate their type of school district by checking the appropriate category. Forty-three (39.45 per cent) respondents in the study were superintendents of city, town, or special school districts. Sixty-six (60.55 per cent) superintendents of county school districts were included. The data for Tennessee public school superintendents' type of school district are presented in Table 9.

Table 9

Tennessee Public School Superintendents'
Type of School District

Type of District	Number	Per Cent
City, town or special	43	39.45
County	66	60.55
Total	109	100.00

Rankings of Selected Professional Negotiations Criteria

Part Two of the instrument included ten selected professional negotiations criteria. The ten criteria were identified by a jury of specialists from an initial list of thirty professional negotiations criteria compiled from an inventory of articles in five educational journals during the period from January, 1968 through December, 1978. A listing of the ten professional negotiations criteria selected by the jury of specialists is presented in Table 10.

The ten professional negotiations criteria were listed randomly in Part Two of the instrument. Tennessee public school superintendents were asked to rank the criteria in what they considered to be the order of importance. They were asked to rank the criteria on a ten point scale with a rank of 1 being the most important and a rank of 10 being least important. The rankings were based on the responses of one hundred nine Tennessee public school superintendents.

The remainder of this section consists of an analysis of the data from Part Two. A distribution of the rankings from 1 to 10 is analyzed first. Second, the rankings are examined in two broad categories. The rankings are summarized in Tables 11 and 12.

Table 10

Professional Negotiations Criteria as Identified by Jury of Specialists

Criterion 1 - Arbitrators shall not be permitted to interpret questions of law.
Criterion 2 - The administration negotiation team shall not be required to offer counter-proposals to each teacher proposal.
Criterion 3 - The chief negotiator for administration shall be the person who speaks and bargains with the teacher team.
Criterion 4 - School board members shall not serve as members of the negotiating team.
Criterion 5 - The negotiated agreement shall not include a "maintenance of standards" clause.
Criterion 6 - The administrative negotiation team shall require specific justification for each teacher proposal.
Criterion 7 - The written agreement shall be in simple, clear language of the minimum wordage to enhance understanding of the parties of the agreement.
Criterion 8 - The administrative negotiating team shall be headed by an individual who reports directly to the superintendent.
Criterion 9 - The definition of a grievance shall be limited to mean - "alleged violation of the agreement."
Criterion 10 - The term "good faith bargaining" - shall mean meeting at reasonable times and discussing proposals and counter-proposals with an open mind in an attempt to reach agreement.

Analysis of the rankings of the selected professional negotiations criteria revealed that criterion three--The chief negotiator for administration shall be the person who speaks and bargains with the teacher team--was assigned a rank of 1 by the largest number of Tennessee public school superintendents. Twenty-three superintendents assigned a rank of 1 to criterion three. Criterion seven--The written agreement shall be in simple, clear language of the minimum wordage to enhance understanding of the parties of the agreement--was second with twenty-one superintendents assigning a rank of 1. Criteria four and five were third with thirteen superintendents assigning a rank of 1. The summary of rankings of the professional negotiations criteria by Tennessee public school superintendents is presented in Table 11.

The three professional negotiations criteria with the fewest rankings of 1 were criterion nine--The definition of a grievance shall be limited to mean - "alleged violation of the agreement" (0); criterion two--The administration negotiation team shall not be required to offer counter-proposals to each teacher proposal (2); and criterion six--The administrative negotiation team shall require specific justification for each teacher proposal (6).

The professional negotiations criterion assigned a rank of 10 (least important) by the largest number of superintendents was criterion four--School board members shall not serve as members of the negotiating team. Criterion four was assigned a rank of 10 by thirty-one superintendents. Fourteen superintendents assigned criterion ten--The term "good faith bargaining" - shall mean meeting at reasonable times and discussing proposals and counter-proposals with an open mind in an attempt to reach agreement--a rank of 10. Thirteen other superintendents

assigned a rank of 10 to criterion five--The negotiated agreement shall not include a "maintenance of standards" clause.

The two professional negotiations criteria with the fewest rankings of 10 were criterion seven--The written agreement shall be in simple, clear language of the minimum wordage to enhance understanding of the parties of the agreement (1), and criterion three--The chief negotiator for administration shall be the person who speaks and bargains with the teacher team (2).

Table 11

Summary of the Rankings of the Selected Professional Negotiations Criteria

Professional Negotiations Criteria	Rank										
	1	2	3	4	5	6	7	8	9	10	Total
Criterion 1	11	4	12	17	13	10	11	9	10	12	109
Criterion 2	2	9	12	13	14	13	16	10	13	7	109
Criterion 3	23	13	12	17	11	8	8	13	2	2	109
Criterion 4	13	9	1	3	9	7	12	12	12	31	109
Criterion 5	13	13	12	9	7	6	11	9	16	13	109
Criterion 6	6	11	13	10	9	21	7	13	11	8	109
Criterion 7	21	26	9	14	11	6	7	7	7	1	109
Criterion 8	12	9	12	10	13	14	11	8	10	10	109
Criterion 9	0	9	15	9	7	12	17	13	16	11	109
Criterion 10	8	6	11	7	15	12	9	15	12	14	109
Total	109	109	109	109	109	109	109	109	109	109	1,090

To determine which five professional negotiations criteria were ranked highest and which five were ranked lowest by the majority of Tennessee public school superintendents, the data were consolidated into two broad categories. The broad categories were listed as high rank (most important) and low rank (least important). The high rank category included the rankings from 1 to 5, and the low rank category included rankings from 6 to 10. A summary of the rankings is presented in Table 12.

The relative position of the five selected professional negotiations criteria ranked high (most important) by Tennessee public school superintendents, the number of superintendents ranking each criteria, and the per cent of superintendents were as follows: (1) Criterion seven--The written agreement shall be in simple, clear language of the minimum wordage to enhance understanding of the parties of the agreement, eighty-one superintendents (74.31 per cent); (2) Criterion three--The chief negotiator for administration shall be the person who speaks and bargains with the teacher team, seventy-six superintendents (69.72 per cent); (3) Criterion one--Arbitrators shall not be permitted to interpret questions of law, fifty-seven superintendents (52.29 per cent); (4) Criterion eight--The administrative negotiating team shall be headed by an individual who reports directly to the superintendent, fifty-six superintendents (51.38 per cent); and (5) Criterion five--The negotiated agreement shall not include a "maintenance of standards" clause, fifty-four superintendents (49.54 per cent).

The relative positions of the five selected professional negotiations criteria ranked low (least important) by Tennessee public school superintendents, the number of superintendents ranking each criteria,

and the per cent of superintendents were as follows: (1) Criterion four--School board members shall not serve as members of the negotiating team, seventy-four superintendents (67.89 per cent); (2) Criterion nine--The definition of a grievance shall be limited to mean - "alleged violation of the agreement," sixty-nine superintendents (63.30 per cent); (3) Criterion ten--The term "good faith bargaining" - shall mean meeting at reasonable times and discussing proposals and counter-proposals with an open mind in an attempt to reach agreement, sixty-two superintendents (56.88 per cent); (4) Criterion six--The administrative negotiation team shall require specific justification for each teacher proposal, sixty superintendents (55.05 per cent); and (5) Criterion two--The administration negotiation team shall not be required to offer counter-proposals to each teacher proposal, fifty-nine superintendents (54.13 per cent).

Table 12

Summary of the Rankings in High and Low Rank Categories

Professional Negotiations Criteria	High 1-5	Percentage	Low 6-10	Percentage
Criterion 7	81	74.31	28	25.69
Criterion 3	76	69.72	33	30.28
Criterion 1	57	52.29	52	47.71
Criterion 8	56	51.38	53	48.62
Criterion 5	54	49.54	55	50.46
Criterion 2	50	45.87	59	54.13
Criterion 6	49	44.95	60	55.05
Criterion 10	47	43.12	62	56.88
Criterion 9	40	36.70	69	63.30
Criterion 4	35	32.11	74	67.89
Totals	545		545	

Relationships Between Personal Characteristics and the Rankings of Selected Professional Negotiations Criteria

One objective of this study was to determine whether there were statistically significant relationships between personal characteristics of Tennessee public school superintendents and the relative importance superintendents assigned selected professional negotiations criteria. One hundred nine returns were analyzed. To determine whether there were relationships, the data from Part One and Part Two of the one

hundred nine responses were correlated.

The rankings of the selected professional negotiations criteria were reduced to categories of high and low importance. A ranking of 1 through 5 was high. A low ranking was 6 through 10. The data were partitioned into contingency tables and analyzed for statistical significance through the use of chi square testing.

The data for the relationships between the nine personal characteristics and the relative importance Tennessee public school superintendents assigned the selected professional negotiations criteria were analyzed at the .05 level of confidence. In the tables that follow, the notation N/S means not significant, and S means significant. The data for the relationships between the personal characteristics of Tennessee public school superintendents and the rankings of the selected professional negotiations criteria are presented in separate subdivisions.

Age

When the hypotheses with respect to the personal characteristic of age were tested, no statistically significant differences were found. Criterion ten--The term "good faith bargaining" - shall mean meeting at reasonable times and discussing proposals and counter-proposals with an open mind in an attempt to reach agreement--was closest to statistical significance at the .05 level of confidence with a chi square test statistic of .0580. A summary of the data for the personal characteristic of age and the rankings of the selected professional negotiations criteria is presented in Table 13.

Table 13

Relationships Between the Age of Tennessee Public School Superintendents and the Rankings of Selected Professional Negotiations Criteria

Professional Negotiations Criteria	Chi Square	Degrees of Freedom	Test Statistic	Significant at .05 Level
Criterion 1	.35622	2	.8369	N/S
Criterion 2	.65394	2	.7211	N/S
Criterion 3	.76664	2	.6816	N/S
Criterion 4	1.04284	2	.5937	N/S
Criterion 5	1.02796	2	.5981	N/S
Criterion 6	.53681	2	.7646	N/S
Criterion 7	2.69416	2	.2600	N/S
Criterion 8	3.75359	2	.1531	N/S
Criterion 9	.41498	2	.8126	N/S
Criterion 10	5.69537	2	.0580	N/S

Key: N/S - Not Significant

Length of Time Served in Present Position

When the hypotheses with respect to the personal characteristic of length of time served in present position were tested, two statistically significant differences were found. Analysis of the data indicated that there was a statistically significant difference between the personal characteristic of length of time served in present position and Tennessee public school superintendents' rankings of professional negotiations criterion three--The chief negotiator for administration shall be the person who speaks and bargains with the teacher team (.0346), and criterion

seven--The written agreement shall be in simple, clear language of the minimum wordage to enhance understanding of the parties of the agreement (.0146).

Superintendents who had served in their position for sixteen or more years tended to rank criteria three and seven of high importance (90.9 per cent). Eighty-one per cent of superintendents who had served in their present position for five or fewer years ranked criterion seven of high importance. A summary of the data for the relationships between the length of time served in present position and Tennessee public school superintendents' rankings of selected professional negotiations criteria is presented in Table 14. The data verifying statistical significance at the .05 level of confidence between superintendents' length of time served in present position and professional negotiations criteria items three and seven are presented in Tables 14A and 14B.

Table 14

Relationships Between the Tennessee Public School Superintendents' Length of Time Served in Present Position and the Rankings of Selected Professional Negotiations Criteria

Professional Negotiations Criteria	Chi Square	Degrees of Freedom	Test Statistic	Significant at .05 Level
Criterion 1	.59296	2	.7434	N/S
Criterion 2	1.62903	2	.4429	N/S
Criterion 3	6.73030	2	.0346	S
Criterion 4	3.24813	2	.1971	N/S
Criterion 5	.85352	2	.6526	N/S
Criterion 6	.57105	2	.7516	N/S
Criterion 7	8.44731	2	.0146	S
Criterion 8	.78065	2	.6768	N/S
Criterion 9	.66045	2	.7188	N/S
Criterion 10	3.75259	2	.1532	N/S

Key: S - Significant
N/S - Not Significant

Level of Formal Education

When the hypotheses with respect to the personal characteristic of level of formal education were tested, no statistically significant differences were found. Professional negotiations criterion ten--The term "good faith bargaining" - shall mean meeting at reasonable times and discussing proposals and counter-proposals with an open mind in an attempt to reach agreement--was closest to statistical significance at the .05 level of confidence with chi square test statistic of .2558. A

Table 14A

Verification of Relationships Between the Tennessee Public School Superintendents' Length of Time Served in Present Position and the Rankings of Selected Professional Negotiations Criterion Three

QUESTIONAIRE FOR TENNESSEE PUBLIC SCHOOL SUPERINTENDENTS 04/25/79 PAGE 295

FILE MORRELL (CREATION DATE = 04/25/79) STATISTICAL ANALYSIS OF QUESTIONAIRE RESPONSES

* C R O S S T A B U L A T I O N O F *
Q3 CHIEF ADMIN TEAM BARGAINS WITH TEACHERS BY Q2 LENGTH OF TIME SERVED IN POSITION
* PAGE 1 OF 1

	Q2				
	COUNT / ROW PCT / COL PCT / TOT PCT	0 - 5 YEARS 1.1	6 - 15 YEARS 2.1	16 OR MORE YEARS 3.1	ROW TOTAL
Q3					
1. HIGH		38 50.0 60.3 34.9	28 36.8 80.0 25.7	10 13.2 90.9 9.2	76 69.7
2. LOW		25 75.8 39.7 22.9	7 21.2 20.0 6.4	1 3.0 9.1 0.9	33 30.3
COLUMN TOTAL		63 57.8	35 32.1	11 10.1	109 100.0

CHI SQUARE = 6.73630 WITH 2 DEGREES OF FREEDOM SIGNIFICANCE = 0.0346

Table 14B

Verification of Relationships Between the Tennessee Public School Superintendents' Length of Time Served in Present Position and the Rankings of Selected Professional Negotiations Criterion Seven

QUESTIONAIRE FOR TENNESSEE PUBLIC SCHOOL SUPERINTENDENTS 04/25/79 PAGE 331

FILE MORRELL (CREATION DATE = 04/25/79) STATISTICAL ANALYSIS OF QUESTIONAIRE RESPONSES

* * * * * * * * * * * * * * * * * * C R O S S T A B U L A T I O N O F * * * * * * * * * * * * * * * * * *
CITEM7 AGREEMENT SIMPLE, EASY TO UNDERSTAND BY Q2 LENGTH OF TIME SERVED IN POSITION
* PAGE 1 OF 1

CITEM7	COUNT / ROW PCT / COL PCT / TOT PCT	Q2: 0 - 5 YEARS 1.	6 - 15 YEARS 2.	16 OR MORE YEARS 3.	ROW TOTAL
1. HIGH	COUNT	51	20	10	81
	ROW PCT	63.0	24.7	12.3	74.3
	COL PCT	81.0	57.1	90.9	
	TOT PCT	46.8	18.3	9.2	
2. LOW	COUNT	12	15	1	28
	ROW PCT	42.9	53.6	3.6	25.7
	COL PCT	19.0	42.9	9.1	
	TOT PCT	11.0	13.8	0.9	
COLUMN TOTAL		63	35	11	109
		57.8	32.1	10.1	100.0

CHI SQUARE = 8.44731 WITH 2 DEGREES OF FREEDOM SIGNIFICANCE = 0.0146

summary of the data for the personal characteristic of level of formal education and the rankings of selected professional negotiations criteria is presented in Table 15.

Table 15

Relationships Between the Level of Formal Education of Tennessee Public School Superintendents and the Rankings of Selected Professional Negotiations Criteria

Professional Negotiations Criteria	Chi Square	Degrees of Freedom	Test Statistic	Significant at .05 Level
Criterion 1	2.12364	3	.5471	N/S
Criterion 2	1.98360	3	.5758	N/S
Criterion 3	1.93071	3	.5869	N/S
Criterion 4	3.70869	3	.2947	N/S
Criterion 5	4.70442	3	.1948	N/S
Criterion 6	1.24542	3	.7421	N/S
Criterion 7	.49066	3	.9209	N/S
Criterion 8	3.69896	3	.2959	N/S
Criterion 9	1.87690	3	.5983	N/S
Criterion 10	4.05338	3	.2558	N/S

Key: N/S - Not Significant

Time Elapsed Since Last Involvement in Professional Negotiations Activity

When the hypotheses with respect to time elapsed since last involvement in professional negotiations activity were tested, no statistically significant differences were found. Professional negotiations criterion six--The administrative negotiation team shall require specific

justification for each teacher proposal--was closest to statistical significance at the .05 level of confidence with a chi square test statistic of .0549. A summary of the data for the personal characteristic of length of time elapsed since last involvement in professional negotiations activity and superintendents' rankings of selected professional negotiations criteria is presented in Table 16.

Table 16

Relationships Between the Time Elapsed Since Tennessee Public School Superintendents' Last Involvement in Professional Negotiations Activity and the Rankings of Selected Professional Negotiations Criteria

Professional Negotiations Criteria	Chi Square	Degrees of Freedom	Test Statistic	Significant at .05 Level
Criterion 1	1.76361	2	.4140	N/S
Criterion 2	2.15974	2	.3396	N/S
Criterion 3	.84421	2	.6557	N/S
Criterion 4	.63104	2	.7294	N/S
Criterion 5	2.15806	2	.3399	N/S
Criterion 6	5.80306	2	.0549	N/S
Criterion 7	.65370	2	.7212	N/S
Criterion 8	2.89567	2	.2351	N/S
Criterion 9	.31657	2	.8536	N/S
Criterion 10	2.59475	2	.2732	N/S

Key: N/S - Not Significant

Number of Professional Journals Read Monthly

When the hypotheses with respect to the personal characteristic of

number of professional journals read monthly were tested, three statistically significant differences were found. Analysis of the data indicated that there was a statistically significant differences between the personal characteristic of number of professional journals read monthly and Tennessee public school superintendents' rankings of professional negotiations criterion one--Arbitrators shall not be permitted to interpret questions of law (.0015); professional negotiations criterion seven--The written agreement shall be in simple, clear language of the minimum wordage to enhance understanding of the parties of the agreement (.0003); and professional negotiations criterion ten--The term "good faith bargaining" - shall mean meeting at reasonable times and discussing proposals and counter-proposals with an open mind in an attempt to reach agreement (.0162).

Analysis of the data pertaining to the professional negotiations criterion one revealed that superintendents who read six or more journals monthly tended to rank professional negotiations criterion one of high importance (93.8 per cent). Fifty-seven and one tenth per cent of superintendents who read zero to one journal monthly ranked professional negotiations criterion one of low importance.

Analysis of the data pertaining to the professional negotiations criterion seven indicated that superintendents who read one or fewer journals monthly ranked professional negotiations criterion seven of high importance (100 per cent). Sixty-two and five tenths per cent of superintendents who read six or more professional journals monthly ranked professional negotiations criterion seven of low importance.

Analysis of the data pertaining to the professional negotiations criterion ten revealed that superintendents who read six or more

professional journals monthly ranked professional negotiations criterion ten of low importance (87.5 per cent). Sixty-four and three tenths per cent of superintendents who read one or less professional journals monthly ranked professional negotiations criterion ten of low importance.

A summary of the data for the relationships between the number of professional journals read monthly and Tennessee public school superintendents' rankings of selected professional negotiations criteria is presented in Table 17. The data verifying statistical significance at the .05 level of confidence between the number of professional journals superintendents read monthly and professional negotiations criteria items one, seven, and ten are presented in Tables 17A, 17B, and 17C.

Table 17

Relationships Between the Number of Professional Journals Tennessee Public School Superintendents Read Monthly and the Rankings of Selected Professional Negotiations Criteria

Professional Negotiations Criteria	Chi Square	Degrees of Freedom	Test Statistic	Significant at .05 Level
Criterion 1	12.95386	2	.0015	S
Criterion 2	.82353	2	.6625	N/S
Criterion 3	1.28613	2	.5257	N/S
Criterion 4	4.39723	2	.1110	N/S
Criterion 5	1.30739	2	.5201	N/S
Criterion 6	1.47135	2	.4792	N/S
Criterion 7	16.54645	2	.0003	S
Criterion 8	.56750	2	.7530	N/S
Criterion 9	3.34048	2	.1882	N/S
Criterion 10	8.24748	2	.0162	S

Key: S - Significant
N/S - Not Significant

School District Enrollment

When the hypotheses with respect to school district enrollment were tested, no statistically significant differences were found. Professional negotiations criterion two--The administration negotiation team shall not be required to offer counter-proposals to each teacher proposal--was closest to statistical significance at the .05 level of confidence with a chi square test statistic of .1806. A summary of the data for the personal characteristic of school district enrollment and the

Table 17A

Verification of Relationships Between the Number of Professional Journals Tennessee Public School Superintendents Read Monthly and the Rankings of Selected Professional Negotiations Criterion One

QUESTIONNAIRE FOR TENNESSEE PUBLIC SCHOOL SUPERINTENDENTS 04/25/79 PAGE 280

FILE MORRELL (CREATION DATE = 04/25/79) STATISTICAL ANALYSIS OF QUESTIONAIRE RESPONSES

* * * * * * * * * * * * * * * * * * * CROSSTABULATION OF * * * * * * * * * * * * * * * * * * *
CITEM1 ARBITRATORS CANNOT INTER. POINTS OF LAW BY Q5 NUMBER OF PROFESSIONAL JOURNALS READ
* PAGE 1 OF 1

		Q5			
	COUNT / ROW PCT / COL PCT / TOT PCT	0 - 1 (1.)	2 - 5 (2.)	6 OR MORE (3.)	ROW TOTAL
CITEM1					
1. HIGH		6	36	15	57
		10.5	63.2	26.3	52.3
		42.9	45.6	93.8	
		5.5	33.0	13.8	
2. LOW		8	43	1	52
		15.4	82.7	1.9	47.7
		57.1	54.4	6.3	
		7.3	39.4	0.9	
COLUMN TOTAL		14	79	16	109
		12.8	72.5	14.7	100.0

CHI SQUARE = 12.95366 WITH 2 DEGREES OF FREEDOM SIGNIFICANCE = 0.0015

Table 17B

Verification of Relationships Between the Number of Professional Journals Tennessee Public School Superintendents Read Monthly and the Rankings of Selected Professional Negotiations Criterion Seven

QUESTIONAIRE FOR TENNESSEE PUBLIC SCHOOL SUPERINTENDENTS 04/25/79 PAGE 334

FILE MORRELL (CREATION DATE = 04/25/79) STATISTICAL ANALYSIS OF QUESTIONAIRE RESPONSES

* CROSSTABULATION OF *
CITEM7 AGREEMENT SIMPLE, EASY TO UNDERSTAND BY Q5 NUMBER OF PROFESSIONAL JOURNALS READ
* PAGE 1 OF 1

	Q5			
	COUNT / ROW PCT / COL PCT / TOT PCT	1 = 1 (1.)	2 = 5 (2.)	6 OR MORE (3.)	ROW TOTAL
CITEM7					
1. HIGH		14	61	6	81
		17.3	75.3	7.4	74.3
		100.0	77.2	37.5	
		12.8	56.0	5.5	
2. LOW		0	18	10	28
		0.0	64.3	35.7	25.7
		0.0	22.8	62.5	
		0.0	16.5	9.2	
COLUMN TOTAL		14	79	16	109
		12.8	72.5	14.7	100.0

CHI SQUARE = 16.54645 WITH 2 DEGREES OF FREEDOM SIGNIFICANCE = 0.0003

Table 17C

Verification of Relationships Between the Number of Professional Journals Tennessee Public School Superintendents Read Monthly and the Rankings of Selected Professional Negotiations Criterion Ten

QUESTICNAIRE FOR TENNESSEE PUBLIC SCHCOL SUPERINTENDENTS 04/25/79 PAGE 361

FILE MORRELL (CREATION DATE = 04/25/79) STATISTICAL ANALYSIS OF QUESTIONAIRE RESPONSES

* CROSSTABULATION OF *
CITEM10 GOOD FAITH BARG = DICUSS WITH OPEN MIND BY Q5 NUMBER OF PROFESSIONAL JOURNALS READ
* PAGE 1 OF 1

CITEM10	Q5 COUNT / ROW PCT / COL PCT / TOT PCT	0 - 1 (1.)	2 - 5 (2.)	6 OR MCR (3.)	ROW TOTAL
HIGH	1.	5	40	2	47
		10.6	85.1	4.3	43.1
		35.7	50.6	12.5	
		4.6	36.7	1.8	
LOW	2.	9	39	14	62
		14.5	62.9	22.6	56.9
		64.3	49.4	87.5	
		8.3	35.8	12.8	
	COLUMN TOTAL	14	79	16	109
		12.8	72.5	14.7	100.0

CHI SQUARE = 8.24748 WITH 2 DEGREES OF FREEDOM SIGNIFICANCE = 0.0162

superintendents' rankings of selected professional negotiations criteria is presented in Table 18.

Table 18

Relationships Between Tennessee Public School Superintendents' School District Enrollment and the Rankings of Selected Professional Negotiations Criteria

Professional Negotiations Criteria	Chi Square	Degrees of Freedom	Test Statistic	Significant at .05 Level
Criterion 1	1.92527	2	.3819	N/S
Criterion 2	3.42307	2	.1806	N/S
Criterion 3	1.04944	2	.5917	N/S
Criterion 4	2.20897	2	.3314	N/S
Criterion 5	1.49288	2	.4741	N/S
Criterion 6	.04090	2	.9798	N/S
Criterion 7	1.15998	2	.5599	N/S
Criterion 8	1.11905	2	.5715	N/S
Criterion 9	1.83515	2	.3995	N/S
Criterion 10	.17067	2	.9182	N/S

Key: N/S - Not Significant

School District Per-Pupil Expenditure

When the hypotheses with the personal characteristic of school district per-pupil expenditure were tested, four statistically significant differences were found. Analysis of the data indicated that there was a statistically significant difference between the personal characteristic of school district per-pupil expenditure and Tennessee public

school superintendents' rankings of professional negotiations criterion five--The negotiated agreement shall not include a "maintenance of standards" clause (.0371); professional negotiations criterion six--The administrative negotiation team shall require specific justification for each teacher proposal (.0368); professional negotiations criterion seven--The written agreement shall be in simple, clear language of the minimum wordage to enhance understanding of the parties of the agreement (.0294); and professional negotiations criterion ten--The term "good faith bargaining" - shall mean meeting at reasonable times and discussing proposals and counter-proposals with an open mind in an attempt to reach agreement (.0447).

Analysis of the data pertaining to professional negotiations criterion five revealed that superintendents with a school district per-pupil expenditure of fifteen hundred dollars or more ranked professional negotiations criterion five of high importance (100 per cent). Sixty and nine tenths per cent of superintendents with a school district per-pupil expenditure of nine hundred ninety-nine dollars or less ranked professional negotiations criterion five of low importance.

Analysis of the data pertaining to professional negotiations criterion six indicated that superintendents with a school district per-pupil expenditure of fifteen hundred dollars or more ranked professional negotiations criterion six of low importance. Fifty-six and five tenths per cent of superintendents with a per-pupil expenditure of nine hundred ninety-nine dollars or less ranked professional negotiations criterion six of high importance.

Analysis of the data pertaining to professional negotiations criterion seven showed that superintendents with a school district per-pupil

expenditure of fifteen hundred dollars or more ranked professional negotiations criterion seven of low importance (75 per cent). Eighty-two and nine tenths per cent of superintendents with a school district per-pupil expenditure of nine hundred ninety-nine dollars or less ranked professional negotiations criterion seven of high importance.

Analysis of the data pertaining to professional negotiations criterion ten demonstrated that superintendents with a school district per-pupil expenditure of fifteen hundred dollars or more ranked professional negotiations criterion ten of low importance (100 per cent). Sixty-two and seven tenths per cent of superintendents with a school district per-pupil expenditure of nine hundred ninety-nine dollars or less ranked professional negotiations criterion ten of low importance.

A summary of the data for the relationships between the school district per-pupil expenditure and Tennessee public school superintendents' rankings of selected professional negotiations criteria is presented in Table 19. The data verifying statistical significance at the .05 level of confidence between the school district per-pupil expenditure and professional negotiations criteria five, six, seven, and ten are presented in Tables 19A, 19B, 19C, and 19D.

Table 19

Relationships Between Tennessee Public School Superintendents' District Per-Pupil Expenditure and the Rankings of Selected Professional Negotiations Criteria

Professional Negotiations Criteria	Chi Square	Degrees of Freedom	Test Statistic	Significant at .05 Level
Criterion 1	.13570	2	.9344	N/S
Criterion 2	1.72850	2	.4214	N/S
Criterion 3	1.68334	2	.4310	N/S
Criterion 4	2.73076	2	.2553	N/S
Criterion 5	6.58902	2	.0371	S
Criterion 6	6.60418	2	.0368	S
Criterion 7	7.05605	2	.0294	S
Criterion 8	1.69027	2	.4295	N/S
Criterion 9	.76842	2	.6810	N/S
Criterion 10	6.21486	2	.0447	S

Key: S - Significant
N/S - Not Significant

Method of Selection of Superintendent

When the hypotheses with respect to the personal characteristic of method of selection of superintendent were tested, one statistically significant difference was found. Analysis of the data indicated that there was a statistically significant difference between the personal characteristic of method of selection of superintendent and Tennessee public school superintendents' rankings of professional negotiations criterion five--The negotiated agreement shall not include a "maintenance

Table 19A

Verification of Relationships Between Tennessee Public School Superintendents' District Per-Pupil Expenditure and the Rankings of Selected Professional Negotiations Criterion Five

QUESTIONAIRE FOR TENNESSEE PUBLIC SCHOOL SUPERINTENDENTS 04/25/79 PAGE 318

FILE MORRELL (CREATION DATE = 04/25/79) STATISTICAL ANALYSIS OF QUESTIONAIRE RESPONSES

* CROSSTABULATION OF *
CITEM5 MAINT OF STANDARDS CLAUSE NOT ALLOWED BY Q7 1978-79 DISTRICT PER-PUPIL EXPENDITURE
* PAGE 1 OF 1

		Q7			
	COUNT / ROW PCT / COL PCT / TOT PCT	$0 - $999	$1,000 - $1,499	$1,500 OR MORE	ROW TOTAL
		1.	2.	3.	
CITEM5					
1. HIGH		18	32	4	54
		33.3	59.3	7.4	49.5
		39.1	54.2	100.0	
		16.5	29.4	3.7	
2. LOW		28	27	0	55
		50.9	49.1	0.0	50.5
		60.9	45.8	0.0	
		25.7	24.8	0.0	
COLUMN TOTAL		46	59	4	109
		42.2	54.1	3.7	100.0

CHI SQUARE = 6.58502 WITH 2 DEGREES OF FREEDOM SIGNIFICANCE = 0.0371

Table 19B

Verification of Relationships Between Tennessee Public School Superintendents' District Per-Pupil Expenditure and the Rankings of Selected Professional Negotiations Criterion Six

QUESTIONNAIRE FOR TENNESSEE PUBLIC SCHOOL SUPERINTENDENTS 04/25/79 PAGE 327

FILE MORRELL (CREATION DATE = 04/25/79) STATISTICAL ANALYSIS OF QUESTIONNAIRE RESPONSES

* CROSSTABULATION OF *
Q ITEM6 ADMIN TEAM REQ JUSTIFY PROPS BY TEACHERS BY Q7 1978-79 DISTRICT PER-PUPIL EXPENDITURE
* PAGE 1 OF 1

	Q7			
	COUNT |			
	ROW PCT | $0 - $999	$1,000 - $1,499	$1,500 OR MORE	ROW TOTAL
	COL PCT |			
	TOT PCT | 1.	2.	3.	
Q ITEM6				
1. HIGH	26	23	0	49
	53.1	46.9	0.0	45.0
	56.5	39.0	0.0	
	23.9	21.1	0.0	
2. LOW	20	36	4	60
	33.3	60.0	6.7	55.0
	43.5	61.0	100.0	
	18.3	33.0	3.7	
COLUMN TOTAL	46	59	4	109
	42.2	54.1	3.7	100.0

CHI SQUARE = 6.60418 WITH 2 DEGREES OF FREEDOM SIGNIFICANCE = 0.0368

Table 19C

Verification of Relationships Between Tennessee Public School Superintendents' District Per-Pupil Expenditure and the Rankings of Selected Professional Negotiations Criterion Seven

QUESTIONAIRE FOR TENNESSEE PUBLIC SCHOOL SUPERINTENDENTS 04/25/79 PAGE 336

FILE MORRELL (CREATION DATE = 04/25/79) STATISTICAL ANALYSIS OF QUESTIONAIRE RESPONSES

* C R O S S T A B U L A T I O N O F *
CITEM7 AGREEMENT SIMPLE, EASY TO UNDERSTAND BY Q7 1978-79 DISTRICT PER-PUPIL EXPENDITURE
* PAGE 1 OF 1

CITEM7	Q7: COUNT / ROW PCT / COL PCT / TOT PCT	$0 - $999 (1.)	$1,000 - $1,499 (2.)	$1,500 OR MORE (3.)	ROW TOTAL
1. HIGH	COUNT	38	42	1	81
	ROW PCT	46.9	51.9	1.2	74.3
	COL PCT	82.6	71.2	25.0	
	TOT PCT	34.9	38.5	0.9	
2. LOW	COUNT	8	17	3	28
	ROW PCT	28.6	60.7	10.7	25.7
	COL PCT	17.4	28.8	75.0	
	TOT PCT	7.3	15.6	2.8	
COLUMN TOTAL		46	59	4	109
		42.2	54.1	3.7	100.0

CHI SQUARE = 7.05605 WITH 2 DEGREES OF FREEDOM SIGNIFICANCE = 0.0294

Table 19D

Verification of Relationships Between Tennessee Public School Superintendents' District Per-Pupil Expenditure and the Rankings of Selected Professional Negotiations Criterion Ten

QUESTIONAIRE FOR TENNESSEE PUBLIC SCHOOL SUPERINTENDENTS 04/25/79 PAGE 363

FILE MORRELL (CREATION DATE = 04/25/79) STATISTICAL ANALYSIS OF QUESTIONAIRE RESPONSES

* * * * * * * * * * * * * * * * * * C R O S S T A B U L A T I O N O F * * * * * * * * * * * * * * * * * *
CITEM1C GOOD FAITH BARG = DICUSS WITH OPEN MIND BY Q7 1978-79 DISTRICT PER-PUPIL EXPENDITURE
* PAGE 1 OF 1

CITEM1C	Q7 COUNT ROW PCT COL PCT TOT PCT	$C - $59 9 1.	$1,000 - $1,499 2.	$1,500 OR MORE 3.	ROW TOTAL
HIGH	1.	25 53.2 54.3 22.9	22 46.8 37.3 20.2	0 0.0 0.0 0.0	47 43.1
LOW	2.	21 33.9 45.7 19.3	37 59.7 62.7 33.9	4 6.5 100.0 3.7	62 56.9
	COLUMN TOTAL	46 42.2	59 54.1	4 3.7	109 100.0

CHI SQUARE = 6.21486 WITH 2 DEGREES OF FREEDOM SIGNIFICANCE = 0.0447

of standards" clause (.0277).

Superintendents who were selected by public vote tended to rank criterion five of low importance (61.4 per cent). Sixty-one and five tenths per cent of superintendents who were appointed to their position ranked criterion five of high importance.

A summary of the data for the relationship between the method of selection of superintendents and Tennessee public school superintendents' rankings of professional negotiations criteria is presented in Table 20. The data verifying statistical significance at the .05 level of confidence between the method of selection of superintendents and professional negotiations criterion five are presented in Table 20A.

Table 20

Relationships Between the Method of Selection of Tennessee Public School Superintendents and the Rankings of Selected Professional Negotiations Criteria

Professional Negotiations Criteria	Chi Square	Degrees of Freedom	Test Statistic	Significant at .05 Level
Criterion 1	.07072	1	.7903	N/S
Criterion 2	.01848	1	.8919	N/S
Criterion 3	.26921	1	.6039	N/S
Criterion 4	.10871	1	.7416	N/S
Criterion 5	4.84447	1	.0277	S
Criterion 6	1.22935	1	.2675	N/S
Criterion 7	.25133	1	.6161	N/S
Criterion 8	1.14130	1	.2854	N/S
Criterion 9	.05373	1	.8167	N/S
Criterion 10	3.63244	1	.0567	N/S

Key: S - Significant
N/S - Not Significant

Type of School District

When the hypotheses with respect to the personal characteristic of type of school district was tested, one statistically significant difference was found. Analysis of the data indicated that there was a statistically significant difference between the personal characteristic of type of school district and Tennessee public school superintendents' ranking of professional negotiations criterion ten--The term "good faith bargaining" - shall mean meeting at reasonable times and discussing

Table 20A

Verification of Relationships Between the Method of Selection of Tennessee Public School Superintendents and the Rankings of Selected Professional Negotiations Criterion Five

QUESTICNAIRE FOR TENNESSEE PUBLIC SCHCOL SUPERINTENDENTS 04/25/79 PAGE 319

FILE MORRELL (CREATICN DATE = 04/25/79) STATISTICAL ANALYSIS OF QUESTIONAIRE RESPONSES

* CROSSTABULATION OF *
CITEMS MAINT OF STANDARDS CLAUSE NCT ALLOWED BY Q8 SELECTION OF SUPERINTENDENT
* PAGE 1 OF 1

	Q8		
CCUNT I RCW PCT I COL PCT I TOT PCT I	PUBLIC E ILECTION 1. I	APPOINTM ENT 2. I	RCW TCTAL
CITEMS			
1.	22	32	54
HIGH	40.7	59.3	49.5
	38.6	61.5	
	20.2	29.4	
2.	35	20	55
LOW	63.6	36.4	50.5
	61.4	38.5	
	32.1	18.3	
COLUMN TOTAL	57 52.3	52 47.7	109 100.0

CORRECTED CHI SQUARE = 4.84447 WITH 1 DEGREE OF FREEDOM SIGNIFICANCE = 0.0277

proposals and counter-proposals with an open mind in an attempt to reach agreement (.0168).

Superintendents who were employed by city, town, or special districts tended to rank criterion ten of low importance (72.1 per cent). Fifty-three per cent of county superintendents ranked criterion ten of high importance.

A summary of the data for the relationship between the type of school district and Tennessee public school superintendents' ranking of professional negotiations criterion ten is presented in Table 21. The data verifying statistical significance at the .05 level of confidence between the type of school district and professional negotiations criterion ten are presented in Table 21A.

Table 21

Relationships Between Tennessee Public School Superintendents' Type of School District and the Rankings of Selected Professional Negotiations Criteria

Professional Negotiations Criteria	Chi Square	Degrees of Freedom	Test Statistic	Significant at .05 Level
Criterion 1	.00003	1	.9957	N/S
Criterion 2	.09296	1	.7604	N/S
Criterion 3	.04889	1	.8250	N/S
Criterion 4	.01664	1	.8974	N/S
Criterion 5	2.70669	1	.0999	N/S
Criterion 6	1.24330	1	.2648	N/S
Criterion 7	.05995	1	.8066	N/S
Criterion 8	.30491	1	.5808	N/S
Criterion 9	.01295	1	.9094	N/S
Criterion 10	5.71526	1	.0168	S

Key: S - Significant
N/S - Not Significant

Summary

The analysis of the data was reported in Chapter five. The personal characteristics of one hundred nine Tennessee public school superintendents included in this study were presented in the first section of the chapter. Superintendents' rankings of ten professional negotiations criteria were presented in the second section of the chapter. The relationship between nine personal characteristics of one hundred nine Tennessee public school superintendents and the relative importance the

Table 21A

Verification of Relationships Between Tennessee Public School Superintendents' Type of School District and the Rankings of Selected Professional Negotiations Criterion Ten

QUESTIONAIRE FOR TENNESSEE PUBLIC SCHCOL SUPERINTENCENTS 04/25/79 PAGE 365

FILE MCRRELL (CREATICN DATE = 04/25/79) STATISTICAL ANALYSIS OF QUESTIONAIRE RESPONSES

* C R O S S T A B U L A T I O N O F *
CITEM1C GOOD FAITH BARG = DICUSS WITH OPEN MIND BY Q9 TYPE OF SCHOOL DISTRICT
* PAGE 1 OF 1

CITEM1C	Q9 COUNT / ROW PCT / COL PCT / TOT PCT	CITY OR TOWN 1.	COUNTY 2.	ROW TOTAL
HIGH	1.	12 25.5 27.9 11.0	35 74.5 53.0 32.1	47 43.1
LOW	2.	31 50.0 72.1 28.4	31 50.0 47.0 28.4	62 56.9
	COLUMN TOTAL	43 39.4	66 60.6	109 100.0

CORRECTED CHI SQUARE = 5.71526 WITH 1 DEGREE OF FREEDOM SIGNIFICANCE = 0.0168

superintendents assigned ten selected professional negotiations criteria were reported in the third section of the chapter.

Personal characteristics of Tennessee public school superintendents revealed that fifty-three (48.62 per cent) of the superintendents were in the age category of fifty-one to seventy years. Sixty-three (57.80 per cent) superintendents had served in their present position for five or less years. Eighty-one (74.31 per cent) superintendents' formal education was at the Master's degree level. Eighty-nine (81.65 per cent) superintendents had been involved in a professional negotiations activity in one year or less. Seventy-nine (72.48 per cent) superintendents read from two to five professional journals monthly. Seventy-four (67.89 per cent) superintendents were employed by school districts with an enrollment of four thousand nine hundred ninety-nine or less. Fifty-nine (54.13 per cent) superintendents had a per-pupil expenditure of one thousand to fourteen hundred ninety-nine dollars. Fifty-seven (52.29 per cent) superintendents were selected by public vote. Sixty-six (60.55 per cent) superintendents were directors of county type school systems.

Eighty-one superintendents (74.31 per cent) ranked professional negotiations criterion seven--The written agreement shall be in simple, clear language of the minimum wordage to enhance understanding of the parties of the agreement--of highest importance. Seventy-four superintendents (67.89 per cent) ranked professional negotiations criterion four--School board members shall not serve as members of the negotiating team--of least importance.

An analysis of the data for the relationship of nine personal characteristics and the relative importance Tennessee public school superintendents assigned ten selected professional negotiations criteria

revealed the following:

1. A statistically significant difference existed between the personal characteristic of length of time served in present position and Tennessee public school superintendents' rankings of professional negotiations criterion three--The chief negotiator for administration shall be the person who speaks and bargains with the teacher team; and criterion seven--The written agreement shall be in simple, clear language of the minimum wordage to enhance understanding of the parties of the agreement.

2. A statistically significant difference existed between the personal characteristic of number of professional journals read monthly and Tennessee public school superintendents' rankings of professional negotiations criterion one--Arbitrators shall not be permitted to interpret questions of law; criterion seven--The written agreement shall be in simple, clear language of the minimum wordage to enhance understanding of the parties of the agreement; and criterion ten--The term "good faith bargaining" - shall mean meeting at reasonable times and discussing proposals and counter-proposals with an open mind in an attempt to reach agreement.

3. A statistically significant difference existed between the personal characteristic of 1978-79 school district per-pupil expenditure and Tennessee public school superintendents' rankings of professional negotiations criterion five--The negotiated agreement shall not include a "maintenance of standards" clause; criterion six--The administrative negotiation team shall require specific justification for each teacher proposal; criterion seven--The written agreement shall be in simple, clear language of the minimum wordage to enhance understanding of the

parties of the agreement; and criterion ten--The term "good faith bargaining" - shall mean meeting at reasonable times and discussing proposals and counter-proposals with an open mind in an attempt to reach agreement.

4. A statistically significant difference existed between the personal characteristic of selection of superintendent and Tennessee public school superintendents' rankings of professional negotiations criterion five--The negotiated agreement shall not include a "maintenance of standards" clause.

5. A statistically significant difference existed between the personal characteristic of type of school district and Tennessee public school superintendents' rankings of professional negotiations criterion ten--The term "good faith bargaining" - shall mean meeting at reasonable times and discussing proposals and counter-proposals with an open mind in an attempt to reach agreement.

No statistically significant differences were found between professional negotiations criteria and the personal characteristics of age, level of formal education, time elapsed since last involvement in a professional negotiations activity, and school district enrollment.

Chapter 6

SUMMARY

Introduction

The objectives of this investigation were to (1) identify criteria for use by public school administrators and their staff in conducting matters pertaining to professional negotiations, and (2) analyze opinions of Tennessee public school superintendents toward selected professional negotiations criteria.

The first objective of this study was realized by the selection of thirty specific criteria for the conduct of professional negotiations from an analysis of articles from five education journals. The criteria were identified on the basis of an analysis of articles published in the selected journals during the period from January, 1968 through December, 1978. This is reported in Chapter three.

The second objective of this study was achieved by establishing a six-member jury of professional negotiations specialists. The jury selected ten criteria from the list of thirty identified in Chapter three which they considered the most important. The ten criteria were incorporated into a questionnaire and submitted to Tennessee public school superintendents for their reaction. The specialists identified the following criteria: (1) Arbitrators shall not be permitted to interpret questions of law; (2) The administration negotiation team shall not be required to offer counter-proposals to each teacher proposal; (3) The chief negotiator for administration shall be the person who speaks

and bargains with the teacher team; (4) School board members shall not serve as members of the negotiating team; (5) The negotiated agreement shall not include a "maintenance of standards" clause; (6) The administrative negotiation team shall require specific justification for each teacher proposal; (7) The written agreement shall be in simple, clear language of the minimum wordage to enhance understanding of the parties of the agreement; (8) The administrative negotiating team shall be headed by an individual who reports directly to the superintendent; (9) The definition of a grievance shall be limited to mean - "alleged violation of the agreement"; and (10) The term "good faith bargaining" - shall mean meeting at reasonable times and discussing proposals and counter-proposals with an open mind in an attempt to reach agreement.

Statistical relationships were analyzed from the opinions of Tennessee public school superintendents toward the ten professional negotiations criteria and the variables of (1) age, (2) length of time served in present position, (3) level of formal education, (4) length of time since last involvement in a professional negotiations activity, (5) number of professional journals read monthly, (6) school district enrollment, (7) school district per-pupil expenditure, (8) method of selecting superintendent, and (9) type of school district.

Findings

An analysis of the data was reported in Chapter five. The major conclusions from the analysis were presented in three sections as follows: (1) findings concerning the personal characteristics of Tennessee public school superintendents; (2) findings concerning the rankings of selected professional negotiations criteria; and (3) findings concerning

the relationships between the personal characteristics and Tennessee public school superintendents' rankings of selected professional negotiations criteria.

The personal characteristics of Tennessee public school superintendents are summarized as follows: (1) Fifty-three (48.62 per cent) of the superintendents were in the age category of fifty-one to seventy years; (2) Sixty-three (57.80 per cent) superintendents had served in their present position for five or less years; (3) Eighty-one (74.31 per cent) superintendents' formal education was at the Master's degree level; (4) Eighty-nine (81.65 per cent) superintendents had been involved in a professional negotiations activity in one year or less; (5) Seventy-nine (72.48 per cent) superintendents read from two to five professional journals monthly; (6) Seventy-four (67.89 per cent) superintendents were employed by school districts with an enrollment of four thousand nine hundred ninety-nine or less; (7) Fifty-nine (54.13 per cent) superintendents had a per-pupil expenditure of one thousand to fourteen hundred ninety-nine dollars; (8) Fifty-seven (52.29 per cent) superintendents were selected by public vote; and (9) Sixty-six (60.55 per cent) superintendents were directors of county type school systems.

The selected professional negotiations criteria ranked in the first five positions of importance by the majority of Tennessee public school superintendents were as follows:

1. Professional Negotiations Criterion 7 - The written agreement shall be in simple, clear language of the minimum wordage to enhance understanding of the parties of the agreement.

2. Professional Negotiations Criterion 3 - The chief negotiator for administration shall be the person who speaks and bargains with the

teacher team.

3. Professional Negotiations Criterion 1 - Arbitrators shall not be permitted to interpret questions of law.

4. Professional Negotiations Criterion 8 - The administrative negotiating team shall be headed by an individual who reports directly to the superintendent.

5. Professional Negotiations Criterion 5 - The negotiated agreement shall not include a "maintenance of standards" clause.

The professional negotiations criteria ranked in the last five positions of importance by the majority of Tennessee public school superintendents were as follows:

1. Professional Negotiations Criterion 2 - The administration negotiation team shall not be required to offer counter-proposals to each teacher proposal.

2. Professional Negotiations Criterion 6 - The administrative negotiation team shall require specific justification for each teacher proposal.

3. Professional Negotiations Criterion 10 - The term "good faith bargaining" - shall mean meeting at reasonable times and discussing proposals and counter-proposals with an open mind in an attempt to reach agreement.

4. Professional Negotiations Criterion 9 - The definition of a grievance shall be limited to mean - "alleged violation of the agreement."

5. Professional Negotiations Criterion 4 - School board members shall not serve as members of the negotiating team.

Eleven statistically significant differences were found to exist between the personal characteristics of Tennessee public school superintendents and the superintendents' rankings of selected professional negotiations criteria. The differences were significant at the .05 level of confidence in the following instances:

1. Length of time served in present position and criterion three.
2. Length of time served in present position and criterion seven.
3. Number of professional journals read monthly and criterion one.
4. Number of professional journals read monthly and criterion seven.
5. Number of professional journals read monthly and criterion ten.
6. School district per-pupil expenditure and criterion five.
7. School district per-pupil expenditure and criterion six.
8. School district per-pupil expenditure and criterion seven.
9. School district per-pupil expenditure and criterion ten.
10. Method of selection of superintendent and criterion five.
11. Type of school district and criterion ten.

No statistically significant differences at the .05 level of confidence were found between professional negotiations criteria and the personel characteristics of age, level of formal education, time elapsed since last involvement in a professional negotiations activity, and school district enrollment.

Conclusions

The following conclusions were reached with respect to the interpretation of the data presented in this study:

1. The data collected indicate that the typical Tennessee public school superintendent included in this study is over fifty years of age,

has served in his position five or less years, holds a Master's degree, has been involved in a professional negotiations activity in one year or less, reads from two to five professional journals monthly, has a school district enrollment of four thousand nine hundred ninety-nine or less, has a per-pupil expenditure of one thousand to fourteen hundred ninety-nine dollars, is selected by public vote, and is employed in a county-type school district.

2. Age, the level of formal education, time elapsed since last involvement in a professional negotiations activity, and school district enrollment did not appear to be related to the importance Tennessee public school superintendents assigned the selected professional negotiations criteria identified in this study.

3. An analysis of the data indicates that a difference existed between the length of time served in present position, number of professional journals read monthly, school district per-pupil expenditure, method of selection of superintendent, and type of school district, and the importance Tennessee public school superintendents assigned selected professional negotiations criteria.

4. An analysis of the data indicates that the characteristic of school district per-pupil expenditure proved to be the most significant independent variable in the study. Four of the eleven statistically significant differences related to this characteristic.

5. Although statistically significant differences at the .05 level of confidence were found between certain personal characteristics of Tennessee public school superintendents and the relative importance those superintendents assigned selected professional negotiations criteria, the composite rankings of the professional negotiations criteria

could not be predicted on the basis of the personal characteristics of the superintendents who ranked them.

Recommendations

Recommendations for further study on this problem were:

1. Periodic studies of a similar nature should be undertaken in order to update the ever-changing climate in the area of teacher-board relationships relative to professional negotiations.

2. This study included only Tennessee public school superintendents. Another study should include a larger population.

3. The Educational Professional Negotiations Act was enacted by the Tennessee Legislature in 1978. Since the professional negotiations activity had not been experienced by the majority of Tennessee public school superintendents, additional research should be conducted in three to five years to determine if superintendents retained the same perceptions of professional negotiations.

4. The study dealt with administrators of a school system. Another study should be conducted from the position of the classroom teachers.

5. The Tennessee Board of Education, through the State Department of Education, should develop an evaluation system to assess the contributions of the professional negotiations process to public education in Tennessee.

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APPENDICES

APPENDIX A

Executive Order 10988

APPENDIX A

EMPLOYEE-MANAGEMENT COOPERATION IN THE FEDERAL SERVICE

Whereas participation of employees in the formulation and implementation of personnel policies affecting them contributed to effective conduct of public business; and

Whereas the efficient administration of the Government and the well-being of employees require that orderly and constructive relationships be maintained between employee organizations and management officials; and

Whereas subject to law and the paramount requirements of the public service, employee-management relations within the Federal service should be improved by providing employees an opportunity for greater participation in the formulation and implementation of policies and procedures affecting the conditions of their employment; and

Whereas affective employee-management cooperation in the public service requires a clear statement of the respective rights and obligations of employee organizations and agency management;

Now, THEREFORE, by virtue of the authority vested in me by the Constitution of the United States, by Section 1753 of the Revised Statutes (5 U.S.C.631), and as President of the United States, I hereby direct that the following policies shall govern officers and agencies of the executive branch of the Government in all dealings with Federal employees and organizations representing such employees.

Section 1. (a) Employees of the Federal Government shall have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join and assist any employee organization or to refrain from any such activity. Except as hereinafter expressly provided, the freedom of such employees to assist any employee organization shall be recognized as extending to participation in the management of the organization and acting for the organization in the capacity of an organization representative, including presentation of its views to officials of the executive branch, the Congress or other appropriate authority. The head of each executive department and agency (hereinafter referred to as "agency") shall take such action, consistent with law, as may be required in order to assure that employees in the agency are apprised of the rights described in this section, and that no interference, restraint, coercion or discrimination is practiced within such agency to encourage or discourage membership in any employee organization.

(b) The rights described in this section do not extend to participation in the management of an employee organization, or acting as a representative of any such organization, where such participation or activity would result in a conflict of interest or otherwise be incompatible with law or with the official duties of any employee.

Section 2. When used in this order, the term, "employee organization" means any lawful association, labor organization, federation, council, or brotherhood having as a primary purpose the improvement of working conditions among Federal employees, or any craft, trade or industrial union whose membership includes both Federal employees and

employees of private organizations; but such term shall not include any organization (1) which asserts the right to strike against the Government of the United States or any agency thereof, or to assist or participate in any such strike or (2) which advocates the overthrow of the constitutional form of Government in the United States, or (3) which discriminates with regard to the terms of conditions of membership because of race, color, creed or national origin.

Section 3. (a) Agencies shall accord informal, formal or exclusive recognition to employee organizations which request such recognition in conformity with the requirements specified in Sections 4, 5, and 6 of this order, except that no recognition shall be accorded to any employee organization which the head of the agency considers to be so subject to corrupt influences or influences opposed to basic democratic principles that would be inconsistent with the objectives of this order.

(b) Recognition of an employee organization shall continue so long as such organization satisfies the criteria of this order applicable to such recognition; but nothing in this section shall require any agency to determine whether an organization should become or continue to be recognized as exclusive representative of the employees in any unit within 12 months after a prior determination of exclusive status with respect to such unit has been made pursuant to the provisions of this order.

. . . . . .

Section 4. (a) An agency shall accord an employee organization, which does not qualify for exclusive or formal recognition, informal

recognition as representative of its member employees without regard to whether any other employee organization has been accorded formal or exclusive recognition as representative of some or all employees in any unit.

. . . . . .

Section 5. (a) An agency shall accord an employee organization formal recognition as the representative of its members in a unit as defined by the agency when (1) no other employee organization is qualified for exclusive recognition as representative of employees in the unit, (2) it is determined by the agency that the employee organization has a substantial and stable membership of no less than 10 per cent of the employees in the unit, and (3) the employee organization has submitted to the agency a roster of its officers and representatives, a copy of its constitution and bylaws, and a statement of objectives. When, in the opinion of the head of an agency, an employee organization has a sufficient number of local organizations or a sufficient total membership within such agency such organization may be accorded formal recognition at the national level, but such recognition shall not preclude the agency from dealing at the national level with any other employee organization on matters affecting its members.

. . . . . .

Section 6. (a) An agency shall recognize an employee organization as the exclusive representative of the employees, in an appropriate unit when such organization is eligible for formal recognition pursuant to Section 5 of this order, and has been designated or selected by a majority of the employees of such unit as the representative of such

employees in such unit. Units may be established on any basis which will ensure a clear and identifiable community of interest among the employees concerned, but no unit shall be established solely on the basis of the extent to which employees in the proposed unit have organized. Except where otherwise required by established practice, prior agreement, or special circumstances, no unit shall be established for purposes of exclusive recognition which includes (1) any managerial executive, (2) any employee engaged in Federal personnel work in other than a purely clerical capacity, (3) both supervisors who officially evaluate the performance of employees and the employees whom they supervise, or (4) both professional and non-professional employees unless a majority of such professional employees vote for inclusion in such unit.

. . . . . .

Section 7. Any basic or initial agreement entered into with an employee organization as the exclusive representative of employees in a unit must be approved by the head of the agency or an official designated by him. All agreements with such employee organizations shall also be subject to the following requirements, which shall be expressly stated in the initial or basic agreement and shall be applicable to all supplemental, subsidiary or informal agreements between the agency and the organization;

(1) In the administration of all matters covered by the agreement officials and employees are governed by the provisions of any existing or future laws and regulations, including policies set forth in the Federal Personnel Manual and agency regulations, which may be applicable,

and the agreement shall at all times be applied subject to such laws, regulations and policies;

(2) Management officials of the agency retain the right, in accordance with applicable laws and regulations, (a) to direct employees of the agency, (b) to hire, promote, transfer, assign, and retain employees in positions within the agency, and to suspend, demote, discharge, or take other disciplinary action again employees, (c) to relieve employees from duties because of lack of work or for other legitimate reasons, (d) to maintain the efficiency of the Government operations entrusted to them, (e) to determine the methods, means and personnel by which such operations are to be conducted, and (f) to take whatever actions may be necessary to carry out the mission of the agency in situations of emergency.

Section 8. (a) Agreements entered into or negotiated in accordance with this order with an employee organization which is the exclusive representative of employees in an appropriate unit may contain provisions, applicable only to employees in the unit, concerning procedures for consideration of grievances. Such procedures (1) shall conform to standards issued by the Civil Service Commission, and (2) may not in any manner diminish to impair any rights which would otherwise be available to any employee in the absence of an agreement providing for such procedures.

. . . . . .

Section 9. Solicitation of memberships, dues, or other internal employee organization business shall be conducted during the nonduty hours of the employees concerned. Officially requested or approved

consultations and meetings between management officials and representatives of recognized employee organizations shall, whenever practicable, be conducted on official time, but any agency may require that negotiations with an employee organization which has been accorded exclusive recognition be conducted during the nonduty hours of the employee organization representatives involved in such negotiations.

Section 10. No later than July 1, 1962, the head of each agency shall issue appropriate policies, rules and regulations for the implementation of this order, including: A clear statement of the rights of its employees under this order; policies and procedures with respect to recognition of employee organizations; procedures for determining appropriate employee units; policies and practices regarding consultation with representatives of employee organizations, other organizations and individual employees; and policies with respect to the use of agency facilities by employee organizations. Insofar as may be practicable and appropriate, agencies shall consult with representatives of employee organizations in the formulation of these policies, rules and regulations.

Section 11. Each agency shall be responsible for determining in accordance with this order whether a unit is appropriate for purpose of exclusive recognition and, by an election or other appropriate means, whether an employee organization represents a majority of the employees in such a unit so as to be entitled to such recognition.

. . . . . .

Approved - January 17th, 1962

John F. Kennedy

APPENDIX B

Letter to Professional Negotiation Specialists

Requesting Participation in Study

BRISTOL TENNESSEE CITY SCHOOLS

615 Edgemont Avenue
Bristol, Tennessee 37620
615-968-4171

February 7, 1979

Dr. Guy Brunetti, Chicago Illinois Public Schools
Dr. J. Phillip Cummings, Okaloosa County Florida School Board
Mr. Michael Reeves, Tennessee School Boards Association
Dr. Bruce Taylor, New Jersey School Boards Association
Dr. Gerald Ubben, Professor, University of Tennessee
Mr. John R. Younger, Nashville Metro Board of Education

I am currently attempting to secure final research data for my doctoral dissertation. My study deals with the identification of criteria to assist school administrators in the conduct of professional negotiations. A sub-problem of the study is the establishment of a five to seven-member panel of professional negotiations specialists. The panel will consist of individuals who have extensive negotiating knowledge and/or experience. The task of the panel will be to select ten of the most significant criteria from a listing of approximately thirty which I have identified from professional journals. The ten criteria will be submitted to Tennessee public school superintendents for their reaction.

It would be genuinely appreciated if you would agree to serve on the panel of negotiation specialists. You have my assurance that the data you supply will be used in a professional manner. If your response is positive, the list of criteria will be mailed to you in the next few weeks. A self-addressed card is enclosed for you to indicate your decision.

Thank you for your prompt response.

Sincerely yours,

Bill Morrell

William J. Morrell, Jr.
Acting Superintendent

WJMj/bb

Enclosure

APPENDIX C

Listing of Selected Professional Negotiations Criteria

SELECTED PROFESSIONAL NEGOTIATIONS CRITERIA

1. School board members shall not serve as members of the negotiating team.

2. Superintendents shall not serve as members of the negotiating team.

3. The management negotiating team shall be composed of three to five members.

4. The administrative staff, or no segment thereof, shall elect members of the administrative negotiating team.

5. The administrative negotiating team shall be headed by an individual who reports directly to the superintendent.

6. The chief negotiator for administration shall be the person who speaks and bargains with the teacher team.

7. Those who negotiate for management shall have the authority to make concessions and to agree to policy changes.

8. The chief negotiator for administration shall solicit views from his team but shall not be bound by any ratio of support.

9. Negotiations shall be conducted in a cheerful, comfortable, well-maintained room.

10. School officials shall have the privilege to continue to establish policies during negotiations.

11. The term "good faith bargaining" - shall mean meeting at reasonable times and discussing proposals and counter-proposals with an open mind in an attempt to reach agreement.

12. The administrative negotiation team shall require specific justification for each teacher proposal.

13. The administration negotiation team shall not be required to offer counter-proposals to each teacher proposal.

14. The negotiating teams shall not be obligated to agree to any proposal or to make any concession.

15. The written agreement shall be in simple, clear language of the minimum wordage to enhance understanding of the parties of the agreement.

16. Bargaining shall take account of state legislation affecting salaries, retirement, health insurance, sick leave and other fringe benefits.

17. The negotiated agreement shall not include a "maintenance of standards" clause.

18. The negotiated agreement shall include a "management rights" clause.

19. Staff reductions shall not be included in the negotiated agreement.

20. The definition of a grievance shall be limited to mean - "alleged violation of the agreement."

21. Peer evaluation shall not be a part of the negotiated agreement.

22. Seniority in promotions shall not become an obligation in the negotiated agreement.

23. The negotiated agreement shall include a "no-strike" clause.

24. The chief negotiators shall initial and date each statement to which the teams agree.

25. Arbitrators shall not be permitted to interpret questions of law.

26. A press conference shall be called by management immediately after agreement is reached.

27. Administration shall be responsible for interpreting and enforcing the initial negotiated agreement.

28. The administrative and supervisory staff shall be apprised of the contents of the negotiated agreement immediately after settlement.

29. There shall be one person at the central office assigned to the responsibility for contract interpretation and administration.

30. The negotiated agreement shall be monitored by administration.

APPENDIX D

Letter to Professional Negotiation Specialists

Requesting Criteria Selection

BRISTOL TENNESSEE CITY SCHOOLS

615 Edgemont Avenue
Bristol, Tennessee 37620
615-968-4171

March 1, 1979

Dr. Guy Brunetti, Chicago Illinois Public Schools
Dr. J. Phillip Cummings, Okaloosa County Florida School Board
Mr. Michael Reeves, Tennessee School Boards Association
Dr. Bruce Taylor, New Jersey School Boards Association
Dr. Gerald Ubben, Professor, University of Tennessee
Mr. John R. Younger, Nashville Metro Board of Education

Enclosed is the listing of thirty (30) professional negotiations criteria as described in my letter of February 7, 1979.

Please circle the number of the ten (10) criteria you feel are most important. Prioritization is not necessaty. Return the list to me in the enclosed postage paid envelope.

Your assistance in my professional negotiations project is genuinely appreciated.

Very sincerely yours,

Bill Morrell

William J. Morrell, Jr.
Acting Superintendent

WJMJ/bb

Enclosures (2)

APPENDIX E

Summary of Professional Negotiation Specialists Selection

SUMMARY OF SELECTIONS BY JURY OF

PROFESSIONAL NEGOTIATIONS SPECIALISTS

PROFESSIONAL NEGOTIATIONS CRITERIA	SPECIALIST NUMBER 1	2	3	4	5	6	TOTAL
1	X	X					2
2			X	X			2
3			X		X	X	3
4			X	X			2
5							0
6					X		1
7	X		X		X	X	4
8					X		1
9						X	1
10	X	X	X	X			4
11		X					1
12	X	X				X	3
13	X			X	X	X	4
14		X			X		2
15							0
16						X	1
17							0
18			X	X	X		3
19	X	X	X	X	X		5
20	X	X	X		X	X	5
21				X			1
22			X				1
23	X	X		X	X	X	5
24							0
25							0
26	X		X	X			3
27		X				X	2
28	X			X			2
29		X					1
30						X	1
						TOTAL	60

APPENDIX F

Letter from Tennessee School Boards

Association Executive Director

Tennessee School Boards Association

319 McLEMORE ST., SUITE K • NASHVILLE, TENNESSEE 37203

March 20, 1979

Public School Superintendents
State of Tennessee

Dear Superintendent:

Enclosed is a request for information relative to your opinion concerning certain aspects of professional negotiations. Your response will be used in a doctoral research project which attempts to identify desirable professional negotiations criteria for use by school administrators.

This study is being conducted by Mr. William J. Morrell, Jr., Acting Superintendent in the Bristol Tennessee City School System. I have his assurance that the information you supply will be analyzed in a manner in which neither individuals nor school systems will be identified. It is my opinion that the research project could be very helpful to superintendents throughout the state who choose to review the finished study.

Thank you very much for your help.

Sincerely yours,

Dan Tollett

Daniel J. Tollett
Executive Director

DJT:cwk

Enclosures

APPENDIX G

Letter from Researcher

BRISTOL TENNESSEE CITY SCHOOLS

615 Edgemont Avenue
Bristol, Tennessee 37620
615-968-4171

March 20, 1979

Public School Superintendents
State of Tennessee

Dear Superintendent:

In recent months, the subject of professional negotiations has received widespread attention among school administrators in Tennessee. As part of a doctoral study, I am conducting research relative to opinions of public school superintendents in Tennessee toward selected professional negotiations criteria.

The enclosed questionnaire is designed to collect information from all Tennessee public school superintendents. Section one of the questionnaire requests personal and school system information. Section two is designed to acquire data relative to superintendents' opinions toward selected professional negotiations criteria.

Won't you please take fifteen minutes now and provide the information needed and return the questionnaire in the enclosed stamped, self-addressed envelope in today's mail?

Thank you for your important contribution. You may be assured that after the data are analyzed, the questionnaire will be destroyed and your anonymity will be guaranteed.

Very sincerely yours,

Bill Morrell

William J. Morrell, Jr.
Acting Superintendent

Enclosures

WJMJ/bb

APPENDIX H

Questionnaire for Superintendents

QUESTIONNAIRE

FOR

TENNESSEE PUBLIC SCHOOL SUPERINTENDENTS

Part One

Directions: Please check appropriate response.

I. Present Age

( ) 1. 21 - 35 Years
( ) 2. 36 - 50 Years
( ) 3. 51 - 70 Years

II. Length of Time Served in Present Position

( ) 1. 0 - 5 Years
( ) 2. 6 - 15 Years
( ) 3. 16 or More Years

III. Formal Education

( ) 1. Master's Degree
( ) 2. Master's Degree + 45 Quarter Hours
( ) 3. Specialist's Degree
( ) 4. Doctor's Degree

IV. Time Elapsed Since Last Involvement in Professional Negotiations Activity (College Course, Workshop, Conference, etc.)

( ) 1. 0 - 1 Years
( ) 2. 2 - 4 Years
( ) 3. 5 or More Years

V. Number of Professional Journals Read Monthly

( ) 1. 0 - 1
( ) 2. 2 - 5
( ) 3. 6 or More

VI. 1978-79 School District Enrollment

( ) 1. 0 - 4,999 Students
( ) 2. 5,000 - 14,999 Students
( ) 3. 15,000 or More Students

VII. 1978-79 School District Per-Pupil Expenditure

( ) 1. $0 - $999
( ) 2. $1,000 - $1,499
( ) 3. $1,500 or More

VIII. Selection of Superintendent

( ) 1. Election by Public Vote
( ) 2. Appointment by Governing Body

IX. Type of School District

( ) 1. City, Town, or Special
( ) 2. County

QUESTIONNAIRE

FOR

TENNESSEE PUBLIC SCHOOL SUPERINTENDENTS

Part Two

Directions: Please rank the following professional negotiations criteria with regard to their importance. Ranking should be on a 1-10 basis with number one (1) most important and number ten (10) least important.

_____ Arbitrators shall not be permitted to interpret questions of law.

_____ The administration negotiation team shall not be required to offer counter-proposals to each teacher proposal.

_____ The chief negotiator for administration shall be the person who speaks and bargains with the teacher team.

_____ School board members shall not serve as members of the negotiating team.

_____ The negotiated agreement shall not include a "maintenance of standards" clause.

_____ The administrative negotiation team shall require specific justification for each teacher proposal.

_____ The written agreement shall be in simple, clear language of the minimum wordage to enhance understanding of the parties of the agreement.

_____ The administrative negotiating team shall be headed by an individual who reports directly to the superintendent.

_____ The definition of a grievance shall be limited to mean - "alleged violation of the agreement."

_____ The term "good faith bargaining" - shall mean meeting at reasonable times and discussing proposals and counter-proposals with an open mind in an attempt to reach agreement.

VITA

The author was born in Bluff City, Tennessee on March 11, 1935. He attended Sullivan County elementary and secondary schools and was graduated from Holston Valley High School in 1954. He received a Bachelor of Arts degree from East Tennessee State University in 1962 and a Master of Arts degree from East Tennessee State University in 1966.

He was employed by the Bristol Tennessee School System in 1962 and served as elementary classroom teacher for four years, elementary principal for six years, and supervisor of elementary education for seven years. He was named superintendent of the Bristol Tennessee School System in 1979. He is a member of various local, regional, state, and national professional organizations. He is active in civic and church organizations.

The author is married to the former Hazel Leona White of Bluff City, Tennessee. They have two sons, Steven and Kent.